

RESOLUTION 2010-

MOTION TO ADOPT A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING APPROPRIATIONS AND DISBURSEMENTS FOR PROVIDERS FOR FISCAL YEAR ("FY") 2011 COMMENCING OCTOBER 1, 2010, AND ENDING SEPTEMBER 30, 2011; PRESCRIBING REQUIREMENTS AND CONDITIONS FOR DISBURSEMENT OF APPROPRIATED FUNDS; APPROVING FUNDING FOR NOT-FOR-PROFIT ORGANIZATIONS AND GOVERNMENTAL ENTITIES FOR SERVICES IN THE AMOUNT OF TWENTY MILLION FOUR HUNDRED TEN THOUSAND ONE HUNDRED ONE DOLLARS (\$20,410,101); APPROVING STANDARD FORM AGREEMENTS FOR EXECUTION BY THE COUNTY ADMINISTRATOR; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AMENDMENTS TO PREVIOUSLY APPROVED UNIT OF SERVICE FORM CONTRACTS APPROVED BY RESOLUTION NO. 2006-443 AND RESOLUTION NO. 2007-417; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County's Human Services Department ("Department") desires to have the Broward County Board of County Commissioners ("Board") approve funding appropriated for not-for-profit organizations and governmental entities for the provision of support services within Broward County, Florida; and

WHEREAS, standard form contracts to contracts for funding for Fiscal Year 2011 support services provided by not-for-profit organizations and

1 governmental entities have been approved by the County Attorney's Office as to  
2 form; and

3 WHEREAS, it is desirable to have the Broward County Administrator  
4 ("County Administrator") execute the appropriate contracts on behalf of the  
5 Board; and

6 WHEREAS, the Department desires to extend certain contracts previously  
7 approved under Resolution 2006-443 and Resolution No. 2007-417; NOW,  
8 THEREFORE,

9  
10 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
11 BROWARD COUNTY, FLORIDA:

12  
13 **Section 1. Authorized Appropriations:** In accordance with Section  
14 23.7 of the Broward County Administrative Code, the work and services  
15 performed by not-for-profit and governmental entities listed on the attached  
16 Exhibit 1A are found and determined by the Board as being for the benefit of the  
17 residents of Broward County and are hereby declared as serving a public  
18 purpose. The Board hereby authorizes appropriations and disbursements of  
19 County funds to the organizations shown on Exhibit 1A for Fiscal Year 2011.  
20 The County's Fiscal Year commences on October 1, 2010, and ends on  
21 September 30, 2011.

22 **Section 2. Disbursements:** Disbursement of County funds  
23 appropriated to the organizations on Exhibit 1A shall be made in accordance with  
24 pre-auditing and accounting procedures required by applicable Florida and

1 federal law for disbursement of County funds and in accordance with County  
2 ordinances and regulations. All funds disbursed to said organizations shall be by  
3 formal written contract approved by the Board or its designee.

4 **Section 3. Not-For-Profit Organizations and Governmental Entities**

5 **Approved for Funding:** Pursuant to Section 23.7 of the Broward County  
6 Administrative Code, the Board hereby approves each organization listed on  
7 Exhibit 1A, attached hereto and made a part hereof, for the amount of Fiscal  
8 Year 2011 funding shown on Exhibit 1A. The amount funded shall be used only  
9 for the programs described on Exhibit 1A herein except as otherwise authorized  
10 in the approved contract forms and/or addendum forms.

11 **Section 4. Approved Standard Contracts for Fiscal Year 2011:**

12 Funding pursuant to this Resolution shall be by contract in the forms attached  
13 hereto and made a part hereof as Exhibit 1C, Unit of Service Form Agreement.  
14 The Board specifically authorizes the Department to make any modifications to  
15 the insurance provisions relating to the insurance requirements in any of the  
16 approved contract form(s) relating to any and/or all Provider(s) subject to prior  
17 written approval of the modified insurance provisions by the County's Risk  
18 Management Division before final execution by the County Administrator. Such  
19 insurance modifications may also be made after execution by the County  
20 Administrator as necessary by written amendment(s) to the applicable executed  
21 approved contract form. Nothing in this Resolution shall be construed to alter the  
22 requirement that each individual contract and amendment be reviewed and  
23 approved as to form by the Office of the County Attorney prior to execution by the  
24 County Administrator on behalf of the Board.

1           **Section 5. Execution by County Administrator of Approved**  
2 **Standard Contracts for Fiscal Year 2011:** The County Administrator is  
3 authorized to execute, on behalf of the Board, the approved form contract for  
4 each organization and may make changes or amendments to the Board-  
5 approved contracts as authorized in the approved contracts. Any contract that  
6 deviates in any material respect from the approved standard form contract shall  
7 be presented to the Board for approval and execution.

8           **Section 6. Amendments to previously approved unit of service**  
9 **contract form under Resolution 2006-443 and Resolution No. 2007-417:** The  
10 County Administrator is also hereby authorized to execute any amendment to  
11 previously approved Unit of Service contract form approved by, and attached as  
12 part of Resolution No. 2006-443 and Resolution No. 2007-417 for those agencies  
13 noted by an "E" to reflect those services and amounts listed on Exhibit 1A and to  
14 provide for an additional renewal term for Fiscal Year 2011 (commencing  
15 October 1, 2010, through September 30, 2011) for those agencies noted by an  
16 "E" on Exhibit 1A. Such amendments to the previously approved Unit of Service  
17 contract form shall be subject to the prior review and approval by the County  
18 Attorney's Office prior to execution by the County Administrator on behalf of the  
19 Board. The Amendment to the Unit of Service contract form, which was  
20 approved by Resolution No. 2006-443 and Resolution No. 2007-417, shall  
21 include changes as shown on Exhibit 1D and Exhibit 1E this Resolution. Nothing  
22 in this Resolution shall be construed to alter the requirement that each individual  
23 amendment relating to Resolution 2006-443 and Resolution No. 2007-417 be  
24

1 reviewed and approved as to form by the County Attorney's Office prior to  
2 execution by the County Administrator on behalf of the County.

3 Section 7. SEVERABILITY.

4 If any portion of this Resolution is determined by any Court to be invalid,  
5 the invalid portion shall be stricken, and such striking shall not affect the validity  
6 of the remainder of this Resolution. If any Court determines that this Resolution,  
7 or any portion hereof, cannot be legally applied to any individual(s), group(s),  
8 entity(ies), property(ies), or circumstance(s), such determination shall not affect  
9 the applicability hereof to any other individual, group, entity, property, or  
10 circumstance.

11 Section 8. EFFECTIVE DATE.

12 This Resolution shall become effective upon its adoption.

13  
14 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.  
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Human Services Department FY 2011 Funding Recommendations

COMMUNITY PARTNERSHIPS DIVISION

CHILDREN'S SERVICES ADMINISTRATION (CSA) BEHAVIORAL HEALTH - GENERAL FUND ALLOCATION

AGENCY	CATEGORY	SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes: Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new. If new contract replaces expiring contract for same services, then outcomes for expiring contract listed.
Camelot Community Care, Inc.	Behavioral Health	Individual and Family Counseling and other supportive services for youth ages 6-17 with mental health issues ranging from disorders to diagnoses, served in-home, county wide.	\$ 289,600	R	Y
Camelot Community Care, Inc.	Behavioral Health	Individual and Family Counseling, Parent Groups, and other supportive services for ages 3-17 with mild to severe emotional issues, served in-home, county wide.	\$ 346,045	R	Y
Center for Hearing and Communication	Behavioral Health	Individual, Family and group Counseling and other supportive services for deaf or hard of hearing youth, ages 11 - 17, with Substance Abuse issues.	\$ 71,155	R	Y
Center for Hearing and Communication	Behavioral Health	Individual, Family and Group Counseling and other supportive services ages 0-17 who are deaf or hard of hearing or CODA with behavioral health problems.	\$ 54,830	R	Y
Children's Home Society of Florida, Intercoastal Division	Behavioral Health	Family Counseling, Psychiatric Evaluation, Medication Monitoring, and other supportive services for ages 4-17 with emotional and behavioral problems such as PTSD, ADHD and depression, served in-home, county wide.	\$ 396,680	R	Y
Children's Home Society of Florida, Intercoastal Division	Behavioral Health	Individual and Family Counseling services ages 4-17 with a mental health disorder	\$ 104,741	N	N/A
Covenant House Florida, Inc.	Behavioral Health	Individual and Group Counseling and other supportive services for homeless or run away youth, ages 11-17, with mental health problems	\$ 64,625	R	Y
Covenant House Florida, Inc.	Behavioral Health	Individual, Family and Group Counseling and other supportive services for youth that have been thrown out of their home or who have run away and are residing at Covenant House.	\$ 100,000	R	N
Covenant House Florida, Inc.	Behavioral Health	Residential Substance Abuse services and other supportive services for homeless or run away youth, ages 11-17, with substance abuse problems.	\$ 359,940	R	Y
Harmony Development Center, Inc.	Behavioral Health	Individual, Family and Group Counseling and other supportive services for ages 9-17 with mental health issues who come in contact with the justice system, services provided in Pembroke Pines and Lauderdale.	\$ 110,000	R	Y
Harmony Development Center, Inc.	Behavioral Health	Individual Family and Group Counseling and other supportive services for delinquent youth ages 9-17 and their families with mental health problems, services provided in Miramar and Coral Springs.	\$ 100,000	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Individual, Family, and Group Counseling and other supportive services ages 2-17, experiencing an emotional or behavioral problem affecting functioning at home or school.	\$ 522,100	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Individual and Family Counseling and other supportive services, ages 2-17 in danger of psychiatric hospitalization from experiencing acute adjustment problems, behavior problems or serious mental health problems.	\$ 494,500	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Individual and Family Counseling and other supportive services for youth, ages 6-17, with a mental health diagnosis.	\$ 295,277	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	General Case Management and other supportive services for ages 0-17 and their families in need of behavioral health services.	\$ 745,650	E	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Wraparound Services Facilitation and other supportive services for ages 0-17 and their families in need of intensive behavioral health services planning and monitoring.	\$ 550,000	E	Y

Human Services Department FY 2011 Funding Recommendations

Henderson Mental Health Center, Inc.	Behavioral Health	Individual, Family and Group Counseling, Psychiatric Evaluation, Medication Monitoring, Behavior Modification, Peer Counseling and other supportive services for ages 9-17 with a severe emotional disturbance as an alternative to psychiatric hospitalization.	\$ 422,000	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	A comprehensive array of mental health and substance abuse services for ages 11-17 diagnosed with a co-occurring disorder. Services include Individual, Family and Group Counseling, Psychiatric Evaluation, Medication Monitoring, Behavior Modification, Peer Counseling, Children's/Adolescent Psychiatric Hospitals, Central Intake/ Assessment for Substance Abuse, Substance Abuse Day Treatment, Residential Substance Abuse Treatment and other supportive services.	\$ 990,850	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Individual, Family, and Group Counseling for ages 11-17 with problems of substance abuse/use or DSM-IV substance disorder	\$ 150,000	N	N
Kids In Distress, Inc.	Behavioral Health	Individual and Family Counseling and other supportive services for children, ages 0-17, and their families with mental health issues ranging from disorders to diagnosis. Services provided in-home on a community county-wide.	\$ 383,330	R	Y
Kids In Distress, Inc.	Behavioral Health	Counseling services for children, ages 2-17 ranging from disorders to DSM-IV diagnosis.	\$ 104,741	N	N/A
Mental Health Association of Broward county, Inc.	Behavioral Health	Parent Groups, Peer Counseling and other supportive services for families or caregivers with children experiencing mental health issues.	\$ 193,177	R	Y
School Board of Broward County, Florida	Behavioral Health	County wide family counseling program services including: Individual, Family and Group Counseling and other supportive services for pre-school to 12th grade students, in 14 community school locations, county wide.	\$ 1,091,940	R	Y
South Broward Hospital District d/b/a/ Memorial Healthcare System	Behavioral Health	Substance Abuse services including Central Intake/Assessment for Substance Abuse, Individual, Family, and Group Counseling and other supportive services for ages 12-17 who are abusing substances, in-home services in Hollywood, Hallandale, Miramar, Pembroke Pines, Weston and SW Ranches.	\$ 307,680	R	Y
Susan B. Anthony Recovery Center, Inc.	Behavioral Health	Individual, Family and Group Counseling and other supportive services for substance addicted young women, ages 18-21, who are pregnant, and/or have children.	\$ 90,000	R	Y
Susan B. Anthony Recovery Center, Inc.	Behavioral Health	Individual and Family Counseling and other supportive services for children and youth, ages 2-17, with mental health issues ranging from disorders to diagnosis.	\$ 304,000	R	Y
The Starting Place, Inc.	Behavioral Health	Individual, Family and Group Counseling and other supportive services, for youth, ages 11-17, with substance abuse issues ranging from use to dependence. Services provided in-home and community, countywide.	\$ 556,260	R	Y
The Starting Place, Inc.	Behavioral Health	Individual and Family Counseling services, for youth, ages 11-17, with substance abuse issues ranging from use to dependence.	\$ 108,620	N	Y
<b>Total CSA Behavioral Health General Fund Allocation:</b>			<b>\$ 9,307,741</b>		

**CHILDREN'S SERVICES ADMINISTRATION (CSA) SPECIAL HEALTH CARE - GENERAL FUND ALLOCATION**

AGENCY	CATEGORY	SPECIAL HEALTH CARE SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Achievement and Rehabilitation Centers, Inc. a.k.a. ARC Broward	Special Health Care Needs	Behavior Modification, Children's Respite (in-home and out-of-home) and other supportive services ages 0-17 with chronic physical, developmental, behavioral conditions, who have mild to severe maladaptive behaviors.	\$ 310,970	R	MW
Ann Storck Center, Inc.	Special Health Care Needs	Out of Home Children's Respite services ages 0-5 with special needs enrolled in ASC Preschool.	\$ 40,076	N	N/A
Broward Children's Center, Inc.	Special Health Care Needs	In-Home Children's Respite and other supportive services.	\$ 373,740	R	Y
Broward Children's Center, Inc.	Special Health Care Needs	Out of Home Respite services ages 0-21 with special health needs	\$ 285,559	N	Y
Children's Diagnostic & Treatment Center, Inc.	Special Health Care Needs	Medical Home Model program for ages 0-10 with special health needs with services to include: Psycho-social Evaluation, Developmental Assessment, Special Education Assessment, Nutritional Assessment, Health Education, Medical Social Work and other supportive services.	\$ 881,370	R	Y
Children's Diagnostic & Treatment Center, Inc.	Special Health Care Needs	Medical Social Work program services ages 13-17 with special health needs referred by Provider's Primary Care Clinic.	\$ 82,320	N	N/A
Kids In Distress, Inc.	Special Health Care Needs	Out of Home Respite services ages 0-21 with special health needs.	\$ 185,436	N	N/A
Legal Aid Service of Broward County, Inc.	Special Health Care Needs	Individual legal advocacy services for children/parents with special needs including health and physical challenges, developmental delays, social/communication needs.	\$ 235,138	N	Y
Parent to Parent of Broward County, Inc.	Special Health Care Needs	Individual advocacy services for parents with children with special health needs.	\$ 185,000	N	N/A
United Cerebral Palsy of Broward County, Inc.	Special Health Care Needs	IN - HOME Children's Respite and other supportive services for ages 0-17.	\$ 229,680	R	Y
United Cerebral Palsy of Broward County, Inc.	Special Health Care Needs	Individual Advocacy services for parents of children ages 0-21 with special health care needs	\$ 154,280	N	Y
United Cerebral Palsy of Broward County, Inc.	Special Health Care Needs	Rehabilitative Services ages 0-10 with special health needs.	\$100,800	N	Y
<b>Total CSA Special Needs General Fund Allocation:</b>			<b>\$ 3,064,369</b>		

**CHILDREN'S SERVICES ADMINISTRATION (CSA) HOMELESSNESS - GENERAL FUND ALLOCATION**

AGENCY	CATEGORY	HOMELESSNESS SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Covenant House Florida, Inc.	Homeless, Supportive Services	Independent Living Skills and other supportive services for youth, ages 15 - 18, who are homeless and reside at the provider's emergency and transitional shelter.	\$ 80,000	R	Y
Family Central, Inc.	Homeless, Supportive Services	Child Care Subsidies for homeless families and other supportive services.	\$ 800,000	R	Y
<b>Total Children's Homeless Services General Fund Allocation:</b>			<b>\$ 880,000</b>		

**CHILDREN'S SERVICES ADMINISTRATION (CSA) CHILD CARE - GENERAL FUND ALLOCATION**

AGENCY	CATEGORY	CHILD CARE SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Family Central, Inc.	Child Care Services	Child Care Subsidies and other supportive services for low-income families, at or below 150% of federal poverty guidelines.	\$ 1,677,564	R	Y
Total Children's Child Care Services General Fund Allocation:			\$ 1,677,564		

**TOTAL CSA GENERAL FUND ALLOCATION:**

\$ 14,929,674

**HEALTH CARE SERVICES (HCS) MENTAL HEALTH - GENERAL FUND ALLOCATION**

AGENCY	CATEGORY	SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Henderson Mental Health Center, Inc.	Mental Health	Mobile Crisis Stabilization and other supportive services.	\$ 350,000	E	Y
Mental Health Association of Broward County, Inc.	Behavioral Health	Mentoring programs and other supportive services.	\$ 99,590	R	Y
South Broward Hospital District d/b/a Memorial Health Care Systems	Behavioral Health	Mentoring programs, Mental Health Drop-in Center and other supportive services.	\$ 242,182	R	Y
South Broward Hospital District d/b/a Memorial Health Care Systems	Mental Health	Psychiatric inpatient services for adults in mental health crisis	\$ 871,329	R	MW

**TOTAL HCS MENTAL HEALTH GENERAL FUND ALLOCATION:**

\$ 1,563,101

**HEALTH CARE SERVICES (HCS) SPECIAL HEALTH GENERAL FUND ALLOCATION**

AGENCY	CATEGORY	SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Achievement and Rehabilitative Centers, Inc. (ARC Broward)	Special Population Healthcare	Medication Monitoring, Benefits Counseling, Individual Advocacy, Case Management and Behavioral Learning Therapy and other supportive services.	\$ 419,680	E	Y
Broward Homebound Program, Inc.	Special Population Healthcare	Healthcare and other supportive services.	\$ 73,541	E	Y
Center for Hearing and Communication, Inc. f/k/a League for Hard of Hearing, Corp.	Special Population Healthcare	Healthcare and other supportive services.	\$ 16,200	E	Y
Healthy Mothers/Healthy Babies Coalition of Broward County, Inc.	Healthcare	medical risk assessment; Intensive Case Management; Assistance with enrolling in main stream benefits (Medicaid, TANF, Food Stamps, Primary Care, KidCare, etc. as applicable); Health Education; Nutrition Education; Referrals for family planning through Health Dept. and OB/GYN Providers; Group Sessions; and an external evaluation.	\$ 200,000	R	Y

Human Services Department FY 2011 Funding Recommendations

Exhibit 1A

TOTAL HSD FY11 NPO ALLOCATION:

\$ 709,421

HEALTHCARE SERVICES SECTION (HCS) - DOMESTIC VIOLENCE GENERAL FUND ALLOCATION

AGENCY	CATEGORY	DOMESTIC VIOLENCE SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Women In Distress of Broward County, Inc.	Domestic Violence	Family Violence Counseling and other supportive services.	\$ 134,584	E	Y
Women In Distress of Broward County, Inc.	Domestic Violence	Educational, Public Awareness/Education, Training and other supportive services.	\$ 20,235	E	Y
<b>TOTAL DOMESTIC VIOLENCE FUNDS ALLOCATION:</b>			<b>\$ 154,819</b>		
<b>TOTAL HCS GENERAL FUND ALLOCATION:</b>			<b>\$ 2,427,341</b>		

HOMELESS INITIATIVE PARTNERSHIP (HIP) - GENERAL FUND FOR MENTAL HEALTH

AGENCY	CATEGORY	SERVICES	FY 2011 FUNDING AMOUNT	N=New R=Renewal E=Extension	Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new
Broward House, Inc.	Homeless	Medical Respite Program and other supportive services.	\$ 411,350	R	Y
Disabled Veterans Foundation, Inc.	Homeless	Transitional shelter and case management services for homeless individuals in recovery from substance use	\$ 260,665	N	N/A
First Call for Help of Broward, Inc.	Support Services	Helpline Counseling and other supportive services.	\$ 107,109	N	Y
First Call for Help of Broward, Inc. d/b/a 2-1-1 Broward	Front Door Initiative	Specialized Information and Referral and other supportive services.	\$ 161,500	N	MW
Henderson Mental Health Center, Inc.	Behavioral Health	Court Project	\$ 231,900	R	Y
Henderson Mental Health Center, Inc.	Behavioral Health	Safe Haven emergency shelter and supportive services for homeless individuals with severe mental illness	\$ 815,000	R	Y
Jireh Outreach & Community Development, Inc.	Homeless	Transitional shelter and case management services for homeless individuals in recovery from substance use	\$ 200,000	N	N/A
Keystone Halls, Inc.	Homeless	Transitional shelter and case management services for homeless individuals in recovery from substance use	\$ 50,000	N	N/A
Legal Aid Service of Broward County, Inc.	Homeless, Support Services	Legal assistance and other supportive services	\$ 162,977	R	Y
Susan B. Anthony Center, Inc.	Homeless	Transitional shelter and case management services for homeless families	\$ 270,000	R	N/A
The Salvation Army, a Georgia Corporation	Homeless	Transitional shelter and case management services for homeless individuals in recovery from substance use	\$ 99,335	N	N/A

Human Services Department FY 2011 Funding Recommendations

Exhibit 1A

The Shepherd's Way, Inc.	Front Door Initiative	Community Based Shelter/Safe Houses and other supportive services.	\$ 147,250	N	Y
Taskforce Fore Ending Homelessness, Inc.	Front Door Initiative	Outreach and other supportive services.	\$ 47,500	N	Y
Women In Distress of Broward County, Inc.	Homeless, Supportive Services	Battered women's shelter and other supportive services	\$ 47,500	R	Y
<b>TOTAL HOMELESS FUND ALLOCATION:</b>			<b>\$ 3,012,086</b>		
<b>TOTAL COMMUNITY PARTNERSHIPS DIVISION FY11 ALLOCATION:</b>			<b>\$ 20,369,101</b>		
<b>FAMILY SUCCESS ADMINISTRATION DIVISION (FSAD) - GENERAL FUNDS ALLOCATION</b>					
<b>AGENCY</b>	<b>CATEGORY</b>	<b>SERVICES</b>	<b>FY 2011 FUNDING AMOUNT</b>	<b>N=New R=Renewal</b>	<b>Outcomes Y=Met/Meeting; MW= Met/Meeting within 5%; N=Not met; N/A=new</b>
Gateway Community Outreach, Inc.	Economic Stability	Emergency Food and other supportive services.	\$ 31,000	R	Y
The Pantry of Broward, Inc.	Economic Stability	Emergency Food and other supportive services.	\$ 10,000	R	Y
<b>TOTAL FSAD FUNDS ALLOCATION:</b>			<b>\$ 41,000</b>		
<b>TOTAL HSD FY11 ALLOCATION:</b>			<b>\$ 20,410,101</b>		

<b>Explanation of Outcome Non-attainment</b>	
<b>Children Services Section - Behavioral Health</b>	
<b>Provider , Contract Number</b>	
<b>Covenant House FL, 09-CSAD-8202-01</b>	2 of 3 Outcomes were met in FY09. The outcome not attained is identified below.
<b>Unmet Outcome</b>	<b>Explanation</b>
90% of Family Clients demonstrate improved family interaction by increased knowledge of topics such as effective parenting techniques at discharge, as evidenced by a reduction of 2 points on the IFR (Index of Family Relations).	79% attainment. Lack of attainment was due to low parental attendance at sessions. Provider has implemented strategies to increase engagement such as offering bus passes for transportation.
<b>Henderson Mental Health Center, Inc., 08-CSAD-8263-03</b>	During FY09 attained seven (7) of eight (8) outcomes. The outcome not attained is identified below. The contract was renewed for a three (3) month term in FY10 and attained all eight (8) outcomes during that period.
<b>Unmet Outcomes</b>	<b>Explanation</b>
72% of Clients' urinalysis submitted upon discharge show a reduction of substance usage and a decrease in THC levels (Poly Users).	60% attainment for FY09. Provider reported clients' non-cooperation and a high drop-out rate in the program. During the three (3) month renewal, October thru December 2009, attainment for this outcome improved to 80%.

[FY 2011] UNIT OF SERVICE AGREEMENT FORM

UNIT OF SERVICE  
A G R E E M E N T

Between

BROWARD COUNTY

and

---

for

---

Agreement Number: \_\_\_\_\_

UNIT OF SERVICE

A G R E E M E N T

Between

BROWARD COUNTY

and

\_\_\_\_\_

for

\_\_\_\_\_

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

\_\_\_\_\_, [Insert one of the following: an active nonprofit/for-profit Florida corporation/individual/state/municipality/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 Broward County;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement: This document, Articles 1 through 30, inclusive, the "Whereas" clauses recited above, and all exhibits, addendum, and attachments that are expressly incorporated by reference.
- 1.2 Board: The Broward County Board of County Commissioners.
- 1.3 Contract Administrator: The Director of the Broward County Human Services Department (also referred to herein as "Human Services"), or the designee of Director. The title of such Contract Administrator will be shown in the

"NOTICES" section 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 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.
- 1.5 Human Services Software System (HSSS): The Client Services Management System and/or any other participant information collection and data exchange system(s) designated by COUNTY.
- 1.6 Registered User: An individual who has attended and completed a Human Services Software System training class, has submitted a Human Services Software System user access request form, and has been issued a Human Services Software System identifier/user name and password by COUNTY.
- 1.7 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 commence on \_\_\_\_\_, 20\_\_\_\_, through \_\_\_\_\_ 20\_\_\_\_ ("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, 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, "TERMINATION OF AGREEMENT."

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 may be 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 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.
- 3.2 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 "NOTICES" section 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.
- 3.3 At the request of the Contract Administrator, PROVIDER agrees to participate in COUNTY's Human Services 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, is assigned at the client's first point of entry into the human services software system. Staff shall 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.
- 3.4 PROVIDER agrees to attend seminars and/or training sessions as requested by COUNTY's Contract Administrator.

3.5 PROVIDER further agrees to comply with the Monitoring Requirements specified in Exhibit D-2.

3.6 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 shall 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. 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

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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Agreement Amount"). The Human Services Director or designee 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 Period. Option Period funding may be reduced due to underutilization, at the sole discretion of the Human Services Director or designee, either by written notification of renewal pursuant to Article 2, "TERM OF AGREEMENT," 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 Human Services' Director or designee 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 (subject to previously approved Department's budgeted funds) to (a) the maximum renewable funding for under this Agreement, however, not to exceed five (5%) of the amount of funding authorized pursuant to Article 4 ; (b) the maximum funding allocated to any particular service category funded under this Agreement; and (c) payment schedules throughout the Agreement Term (as defined in Article 2). 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.

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, "TERM OF AGREEMENT," 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 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. In instances wherein payment has not been made to the approved subcontractor(s), 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, however COUNTY shall not pay PROVIDER for any amounts that have not yet been paid by PROVIDER to its subcontractors or suppliers.

- 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 (15<sup>th</sup>) day, or the next business day in the event the fifteenth (15<sup>th</sup>) day falls on a weekend or COUNTY's 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, "FUNDING AND METHOD OF PAYMENT," 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 Services Invoice," and Exhibit E-2, "Required Services

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. Invoices and/or documentation returned to PROVIDER for corrections or late submission thereof shall be cause for delay in receipt of payment. PROVIDER shall sign and date any revised Invoice. 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, as amended from time to time. Further, COUNTY may deduct any monies due from PROVIDER from any outstanding invoice, as a result of a monitoring or other situation where COUNTY identifies money due from PROVIDER to COUNTY pursuant to this Agreement.

- 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 Invoices and/or documentation (Exhibit "G," Required Reports and Submission Dates) returned to PROVIDER for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by 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 COUNTY shall be considered a factor in evaluating future funding requests.
- 4.7 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.
- 4.8 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 and Exhibit B, 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.

- 4.9 PROVIDER represents to COUNTY that no other reimbursement is available or used for invoiced services, and COUNTY has relied upon that representation. PROVIDER shall 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 eligible to be 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 a Client was not 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 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 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 Services Invoice" within thirty (30) calendar days of receipt by PROVIDER of the third party payment.

In the event a Client enrolls in Medicaid, Medicare, or other third party insurer and the enrollment date is set retrospectively for the period in which PROVIDER billed COUNTY for services, PROVIDER shall bill the insurer for covered services rendered during that period. PROVIDER shall deduct amount of COUNTY covered services from the next COUNTY invoice.

- 4.10 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 (10) calendar 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.

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

\_\_\_\_\_  
**[Insert Name of PROVIDER above]**

\_\_\_\_\_  
**[Attn: Insert Title of Person]**

\_\_\_\_\_  
**[Insert Address]**

\_\_\_\_\_  
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 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.

- 4.12 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.
- 4.13 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, "Scope of Services."
- 4.14 If PROVIDER exhausts COUNTY's funds under this Agreement prior to the end of agreed upon term period of this Agreement referred to as "Agreement Term" in Article 2, PROVIDER is obligated to provide the same level of service(s) to

client(s) as prescribed in Exhibit D, "Scope of Services" and Exhibit D-1, "Outcomes" until the end of the Agreement Term without any additional COUNTY funds.

**ARTICLE 5**  
**PARTICIPATION IN HUMAN SERVICES CLIENT INFORMATION**  
**SOFTWARE SYSTEM**

- 5.1 As a recipient of funds from COUNTY, PROVIDER agrees to utilize the designated Human Services Software System for client information, hereinafter referred to as the Human Services Software System or HSSS, subject to the following terms and conditions. In the event that PROVIDER, its Registered Users, employees, agents, or volunteers violate the provisions of this article and/or the HSSS Security Principles and Policies issued in writing by COUNTY's Human Services, COUNTY shall have the right, in the sole discretion of his/her Contract Administrator, to immediately terminate PROVIDER's privilege to use the HSSS without any advance notice to PROVIDER but with subsequent written notice thereafter to PROVIDER within a reasonable time as determined by such Contract Administrator in his/her sole discretion.
- 5.2 PROVIDER agrees to access, share, and input data electronically through the designated Human Services Software System, in accordance with this Agreement and the HSSS Security Principles and Policies issued in writing by COUNTY's Human Services department, as may be updated by COUNTY's Human Services department 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 referred to in this Agreement will be shared by each PROVIDER through an electronic Human Services Software System. This electronic Human Services Software System shall 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 shall share information that relates to the areas of Client services and administrative data that pertains to PROVIDER responsibility for funded service delivery. Such information shall 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 HSSS Registered Users, including PROVIDER, will share in the Human Services Software System are defined by COUNTY in the HSSS Security Principles and Policies. PROVIDER shall 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, as amended and all applicable regulations issued pursuant thereto.
- D. PROVIDER shall enter the information components referred to in paragraph B herein, into the Human Services Software System, 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 has been granted authorization to use the Human Services Software System.

5.6 **CONFIDENTIALITY**

- A. PROVIDER shall 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. PROVIDERS are required to develop Standardized consent forms describing how the information will be shared, how the information will be used, and how the information will be protected. PROVIDER shall ask each client receiving services funded by this Agreement to sign the appropriate consent form(s). Before any information is entered into the Human Services Software System pertaining to any client, PROVIDER shall secure the appropriate signed consent form(s) from the client and maintain these forms in the client's physical file for monitoring purposes.

- B. PROVIDER agrees to protect the rights of all clients with respect to records created, maintained, and available in the HSSS.
- C. Violation of this Confidentiality section herein shall be grounds for immediate termination of PROVIDER's access to the Human Services Software System. Such violation is also cause for termination of this Agreement at the sole discretion of 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 shall:

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

5.9 **ADDITIONAL RESPONSIBILITIES OF PROVIDER**

PROVIDER shall:

- A. Provide a location for the HSSS 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 HSSS, as established and published by COUNTY and as may be updated by COUNTY, which requires utilization of the HSSS and its purposes, which are consistent with the HSSS Security Principles and Policies, and which strictly prohibit access by anyone other than those authorized in writing by COUNTY as Registered Users of the HSSS;
- C. Identify and provide a written list, through the user access form, to COUNTY of the names of the individual(s) PROVIDER has designated to become Registered User(s) of the Human Services Software System. PROVIDER shall ensure that no employee, volunteer, or agent of PROVIDER is permitted access and use of the HSSS unless they are a

Registered User as approved in writing by COUNTY's Contract Administrator;

- D. Notify 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, PROVIDER shall provide COUNTY with immediate written notice as soon as PROVIDER becomes aware of such termination. PROVIDER shall inform COUNTY immediately in writing of any misuse by a Registered User, employee, agent, or volunteer. PROVIDER must also notify COUNTY immediately in writing if a Registered User changes positions within PROVIDER agency and should no longer have access to the Human Services Software System. No other PROVIDER personnel, volunteers, or other agents shall be allowed to access or use the HSSS 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 HSSS, 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 COUNTY for the purposes of upgrades and other related needs. The Liaison/User Manager shall follow procedures for technical assistance as described in the HSSS Security Principles and Policies;
  - G. Ensure that each Registered User signs the Registered User Agreement, as attached to the HSSS 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 Human Services Software System from corruption, computer virus, noncompliant software, improper use of the HSSS, or from any other cause or misuse of the HSSS.
- 5.10 PROVIDER shall be subject to periodic audits as described in the HSSS Security Protocols. PROVIDER shall require all Registered Users, employees, agents, and volunteers of PROVIDER agency to abide by the HSSS Security Principles and Policies as documented and all written instructions of COUNTY, as may be updated in writing by COUNTY. PROVIDER understands that PROVIDER, Registered Users, employees, volunteers, and agents of PROVIDER may be held jointly or severally liable for any loss, damage, or misuse of the software, data, or any other part of the Human Services Software System. PROVIDER, its Registered Users, employees, agents, or volunteers, shall not copy or alter the HSSS 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 COUNTY and software

manufacturers. PROVIDER shall 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 this section herein may be offset against payments due to PROVIDER under this 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 COUNTY's Human Services Department's Client Services Management System ("CSMS"), then, PROVIDER shall use and submit the required Exhibit F-2, "Client Demographic Data 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 during all announced and unannounced visits at administrative and service delivery sites to COUNTY, 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 paragraph C above in this section herein is not readily available, then payments shall be suspended by COUNTY until 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 COUNTY's Contract Administrator and/or COUNTY's authorized personnel as authorized in writing by such Contract Administrator to use digital photography at PROVIDER's facility to record the condition of the facility at the time of monitoring visits, unless otherwise prohibited by law or unless the use of digital photography by PROVIDER is otherwise waived in advance in writing by the Director of COUNTY's Human Services Department or designee. 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 PROVIDER's facility.

## 6.2 REPORTS

PROVIDER agrees:

- A. To provide COUNTY with 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 shall 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 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 shall 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," produced through COUNTY's designated Human Services' client information software system or if**

manual billing is authorized by the Contract Administrator under Article 4, "FUNDING AND METHOD OF PAYMENT," then Exhibit F-2, "Client Demographic Data Report," manual format shall be completed 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:
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 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, PROVIDER shall determine and maintain client file eligibility documentation for services. PROVIDER is 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 the aggrieved party 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. Termination for cause by COUNTY shall be done by action of the Board with written notice provided to PROVIDER by Director of Human Services. This Agreement may also be terminated for convenience at any time by the COUNTY upon not less than ninety (90) calendar days' prior written notice and shall be done by action of the Board with written notice provided to PROVIDER by Director of Human Services. This Agreement may also be terminated by COUNTY, through its 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. Termination for convenience by the COUNTY through its Director of Human Services shall be effective on the termination date stated in the written notice provided by the COUNTY, which termination shall not be less than thirty (30) days after the date of the written notice. 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.
- 7.2 This Agreement may be terminated for cause by COUNTY for reasons including, but not be limited to, PROVIDER's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, 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.

- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section 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 the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by COUNTY, PROVIDER shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. PROVIDER acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are 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 for any reason or upon its expiration, whichever is earlier, any amounts due PROVIDER may be withheld by COUNTY until all documents are provided to COUNTY, if requested by the Contract Administrator, pursuant to Article 9, "RIGHTS IN DOCUMENTS AND WORK," of this Agreement.
- 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, "FUNDING AND METHOD OF PAYMENT," of this Agreement 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. If such termination is being done by the COUNTY after such determination or action by the Board, the written notice may be provided by the Director of Human Services or the Contract Administrator.
- 7.7 Except as otherwise specifically provided, whenever notice of termination is being provided under this Article herein, it shall be given in accordance with the "NOTICES" procedures stated in this Agreement.
- 7.8 This Agreement may also be terminated in accordance with Article 13, "NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT AND COMMUNITY BUSINESS ENTERPRISE POLICIES," of this Agreement using the "NOTICES" procedures in Article 30 of this Agreement.

**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, 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 at least five (5) years after the termination or expiration of this Agreement or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes, as may be 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 five (5) 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 five (5) 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.

PROVIDER shall, by written contract, require its subcontractor(s), if any, to agree to the requirements and obligations of this Article 8.

**ARTICLE 9**  
**RIGHTS IN DOCUMENTS AND WORK**

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; and, if a copyright is claimed, PROVIDER grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of 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 upon request of Contract Administrator shall be delivered by PROVIDER to the Contract Administrator within seven (7) days of said request. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. After the five (5) year period or any longer retention period if required by Florida's public records laws as amended from time to time as stated in Article 8, the PROVIDER shall notify COUNTY's Contract Administrator in writing pursuant to the "NOTICES" section of this Agreement that the retention time period required of the provider has expired and provide COUNTY at least a ten (10) calendar days opportunity to obtain the records if the COUNTY desires to retain the records for a longer period of time. Article 9 shall survive the expiration or termination of the Agreement.

#### ARTICLE 10 INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER or approved subcontractors with prior written approval and subject to supervision by PROVIDER. PROVIDER, its employees and subcontractors are not 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 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 11.3 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 11.3 or an 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.

- 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 The delivery of services through subcontractors shall not relieve PROVIDER of full responsibility for all requirements, provisions, and terms of this Agreement.
- 11.5 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.
- 11.6 PROVIDER agrees to reimburse COUNTY for any and all funds not used in compliance with this Agreement by PROVIDER and/or its subcontractors.
- 11.7 PROVIDER shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Article 11.

## ARTICLE 12 FINANCIAL STATEMENTS

- 12.1 PROVIDER shall provide the Human Services Repository, Office of Evaluation and Planning 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 Five Hundred Thousand Dollars (\$500,000) 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 may be 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 may be 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 may be 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, Office of Evaluation and Planning 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 may be amended from time to time, shall be

submitted to the Human Services Repository, Office of Evaluation and Planning, 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, Office of Evaluation and Planning 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, Office of Evaluation and Planning 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,**  
**AMERICANS WITH DISABILITIES ACT AND COUNTY BUSINESS ENTERPRISE**  
**POLICIES**

- 13.1 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.
- 13.2 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.

- 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 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.
- 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, 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.
- 13.6 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.

- 13.7 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.
- 13.8 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 14 INDEMNIFICATION CLAUSE

PROVIDER shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, 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, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, PROVIDER shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the 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.

**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 **[Insert Title]**.
- 15.2 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 of this Agreement.
- 15.3 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 of this Agreement.

**ARTICLE 16**  
**INSURANCE**

- 16.1 **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 and \$1,000,000.00 annual aggregate. 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.

- 16.2 PROVIDER agrees to maintain Business Automobile Liability Insurance, ONLY APPLICABLE WHEN/IF 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 and \$500,000 annual aggregate. 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:

- 16.2.1 Comprehensive Form
- 16.2.2 Owned Vehicles, if applicable;
- 16.2.3 Hired, if applicable;
- 16.2.4 Non-Owned Vehicles, if applicable;
- 16.2.5 Any Auto, if applicable.

- 16.3 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."

- 16.4 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.

- 16.5 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.

- 16.6 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.
- 16.7 INVOICES No invoices shall be paid until the files of Contract Administrator contain documentation approved in writing by COUNTY's Risk Management Division.
- 16.8 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 17 AMENDMENTS; ASSIGNMENTS

- 17.1 AMENDMENTS Except as otherwise authorized herein, 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 on behalf of COUNTY. However, the County Administrator for COUNTY may execute amendments to the insurance requirements, to any of the exhibits, and to the dollar amount in Section 4.1 (subject to previously approved Department's budgeted funds and subject to prior approval of the Human Services' Director or designee as to any adjustments as authorized in Section 4.1). The Human Services' Director or designee may also execute written amendments as authorized in Section 4.1, including any modifications required on any exhibit(s) as a result of such authorized actions.

17.2 **ASSIGNMENTS** 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 services 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 18** **MATERIALITY AND WAIVER OF BREACH**

COUNTY and PROVIDER agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, 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 19** **REPRESENTATIONS AND ACKNOWLEDGMENTS**

19.1 PROVIDER represents and certifies to COUNTY that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as same may be extended, 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. When applicable, PROVIDER will ensure compliance with Chapter 435, Florida Statutes and all federal, state and local statutes whenever background screening for employment or a background security check is required by law for employment. PROVIDER agrees to maintain these screening requirements and records of same for volunteers/employees based on the population served.
- G. 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.

19.2 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 20  
PUBLIC ENTITY 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), 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), 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 21 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 22 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively 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 23 COMPLIANCE WITH LAWS

PROVIDER shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 24**  
**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 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 25**  
**PRIOR AGREEMENTS SUPERSEDED; MERGER**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

**ARTICLE 26**  
**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 and care related to its performance under this Agreement.

PROVIDER further 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, she, or PROVIDER is not a party, unless compelled by court process. Further, PROVIDER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude PROVIDER or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event PROVIDER is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, PROVIDER agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as PROVIDER.

ARTICLE 27  
INCORPORATION BY REFERENCE

- 27.1 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.
- 27.2 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 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 28  
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 29  
HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or their agents have access to protected health information, in any form or electronic media (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 160, 162 and 164 and related regulations. In the event PROVIDER is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), PROVIDER shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute the current form Business Associate Addendum for the purpose of complying with HIPAA. 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's and COUNTY's uses of client's PHI. The requirement 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 Addendum(s) on its behalf.

**ARTICLE 30**  
**MISCELLANEOUS**

- 30.1 **JOINT PREPARATION** Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 30.2 **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 30 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 30 shall prevail and be given effect.
- 30.3 **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.
- 30.4 **THIRD PARTY BENEFICIARIES** Neither COUNTY nor PROVIDER intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 30.5 **NOTICES** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment 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. For the present, the parties designate the following:

**FOR COUNTY:**

\_\_\_\_\_

Governmental Center, Room \_\_\_\_  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR PROVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 30.6 **DRUG-FREE WORKPLACE CERTIFICATION** PROVIDER certifies that by execution of the Drug Free Workplace Certification, done through 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 may be 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.
- 30.7 **CERTIFICATION RELATING TO FEDERAL LOBBYING** No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned PROVIDER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between COUNTY and PROVIDER, the undersigned PROVIDER shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- 30.8 **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.

30.9 INTERPRETATION The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by 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 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 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.

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

The use of the Broward County logo is prohibited without the express written permission of Broward County. Requests for permission to use the Broward County logo can be obtained by contacting the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

PROVIDER further agrees that in all advertisements, press releases, or other type of publicity activities concerning the services funded by this Agreement, undertaken by 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.

- 30.11 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.
- 30.12 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 any natural, technological or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function (ESF) 6/Human Services Branch by the Broward Emergency Division which 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).

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement Number\_\_\_\_\_. 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_ as 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 the County Attorney  
for 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 (Date)

By \_\_\_\_\_  
Authorized Signature (Date)

<Insert Name/Title of Authorized Signature  
above or remove the line above>

AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_, AS  
PROVIDER, FOR \_\_\_\_\_, AGREEMENT  
NUMBER \_\_\_\_\_

PROVIDER

[Insert Provider's name]

\_\_\_\_\_

WITNESSES:

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title of Authorized  
Signature)

\_\_\_\_\_  
Print/Type Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

(SEAL)

ATTEST BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Above

EXHIBIT A  
AUTHORIZED INVOICE SIGNATORS

Agreement #: \_\_\_\_\_

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 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 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**

Agreement #: \_\_\_\_\_

I, \_\_\_\_\_, as secretary of  
(Type Name)

\_\_\_\_\_  
(Name of PROVIDER)  
Broward, hereby certify that \_\_\_\_\_,  
(Name and Title)  
is duly authorized to sign this Agreement and any amendments hereto between  
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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Print or Type)

Title: Corporate Secretary

Date \_\_\_\_\_

(CORPORATE SEAL)



**EXHIBIT D**  
**SCOPE OF SERVICES**

Program Name: \_\_\_\_\_ Agreement # \_\_\_\_\_  
Agency Name: \_\_\_\_\_ Program # \_\_\_\_\_  
Division: \_\_\_\_\_

**I. Scope of Services**

**A. Standards:** \_\_\_\_\_

**B. 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.**

**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 eligible for services through private insurance, Medicaid, the State of Florida, or any other third party reimbursement mechanism. For utilization of County funds through Children's Services Administration Section (CSAS) contracts, Providers are required to assess income and implement co-pay in accordance with Eligibility Relative to Federal Poverty Level (FPL) (refer to Attachment 1 to Exhibit D). Acceptable documentation of income may include: Free/reduced lunch eligibility from Broward County Schools, w-2 forms, most recent pay stubs (2), prior year income tax return, or proof of public assistance or disability benefits. Provider is required to maintain copy (ies) of said documentation in the client file. All funds collected from CSAS clients must be utilized to fund scholarships for children and families who may fit income criteria (Categories 1-4 of Attachment 1 to Exhibit D) and are unable to pay due to extenuating circumstances (refer to Attachment 1 to Exhibit D).
- E. A minimum of \_\_\_\_\_ 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: \_\_\_\_\_

III. **Definition of Units of Service: A unit is defined as: (state definition, and if applicable, after definition include the following:)**

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: (state definition)**

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. Units Per Term of Agreement: \_\_\_\_\_

B. \$ Amount Per Term of Agreement: \_\_\_\_\_

VI. Outcomes/Indicators: Outcomes and indicators are attached.

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

**Attachment 1 to Exhibit D**

<b>Co-pay Schedule</b> <b>According to Eligibility Relative to Federal Poverty Level (FPL)</b>			
<b>Co-pay</b>	<b>Income Levels</b>		<b>Notes:</b>
	<b>Family Size: Three (3) FPL = \$18,310</b>	<b>Family Size: Four (4) FPL = \$22,050</b>	
<b>\$0</b>	<b>\$23,804 - \$33,874</b>	<b>\$28,666 - \$40,792</b>	<b>Income is at or below 185% FPL (Category 1)</b>
<b>\$2</b>	<b>\$33,875 - \$54,930</b>	<b>\$40,793 - \$66,150</b>	<b>Income is greater than 185% and less than 300% FPL (Category 2)</b>
<b>\$4</b>	<b>\$54,931 - \$73,240</b>	<b>\$66,151 - \$88,200</b>	<b>Income is between 301% and 400% FPL (Category 3)</b>
<b>Provider cost</b>	<b>\$73,241 or greater</b>	<b>\$88,201 or greater</b>	<b>Income 401% FPL or greater (Category 4)</b>

**The 2009 Poverty Guidelines for the 48 Contiguous States and the District of Columbia**

<b>Persons in family</b>	<b>Poverty guideline</b>
1	\$10,830
2	14,570
3	18,310
4	22,050

**Waiver of co-pay can be granted under special circumstances if eligibility is documented.**

- **Children are receiving free/reduce lunch**
- **Family has multiple children with Special Health Care Needs**
- **Financial reasons: recent job loss**
- **Military deployment: a parent is currently deployed by armed forces/reserves**
- **Family member in the home is terminally ill**

**Scholarships: All funds collected from co-pay will be utilized to fund scholarships for families who may fit income criteria (Categories 1-4) who are unable to pay due to extenuating circumstances.**

EXHIBIT D-1  
OUTCOMES

Provider's Name: \_\_\_\_\_  
Program Name: \_\_\_\_\_ Program Number: \_\_\_\_\_  
Division: \_\_\_\_\_ Agreement #: \_\_\_\_\_

<b>Program Type</b>	<b>Activities</b>	<b>Outcomes</b>	<b>Indicators</b>	<b>Data Source</b>	<b>Data Collection Method</b>

**EXHIBIT D-2**  
**MONITORING REQUIREMENTS**

**H. Organizational Quality**

**1. Mission Statement**

- i. PROVIDER's Mission Statement is posted in view of service recipients.**
- ii. Services are consistent with the Organization's Mission Statement.**

**2. Code of Ethics**

- i. PROVIDER has a written Code of Ethics that reflects the organization's principles, philosophy, values for service delivery, and interaction with clients.**
- ii. PROVIDER orients staff to the Code of Ethics.**
- iii. Procedures are in place to investigate and respond to alleged violations of the Code.**

**3. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures**

- i. 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.**
- ii. 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).**
- iii. PROVIDER has Grievance Procedures that are distributed to clients and staff.**
- iv. Grievances filed by clients or employees are kept in a file folder with dispositions for review during monitoring site visits.**
- v. PROVIDER will have a ranking criteria utilized for eligible applications when waiting lists exist.**

4. **Client File Management**
  - i. PROVIDER has procedures in place to control access to electronic and/or hard copy of client's records for client confidentiality.
  - ii. Procedures for safeguarding client's files have been developed in the event of an emergency.
  - iii. Client's files will be in a secured and protected area.
  - iv. Client's files will not include loose pages.
  - v. Procedures for acceptable error corrections are followed in client's files (no correction fluid, strike-outs that result in illegible original entry).
  - vi. Original source documents must be available for review.
  - vii. 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.
5. **Emergency Preparedness Plan**
  - i. PROVIDER has a formal Plan that covers workplace violence, fire, flood or hurricanes, bomb threats, civil unrest, and other potential emergencies.
  - ii. PROVIDER has emergency procedures for contacting client(s) and staff, securing facilities, and providing services before, during, and after an emergency event.
6. **Service Facility**
  - i. Interior and exterior of premises are clean and well-maintained.
  - ii. Restrooms are clean and appropriately equipped with supplies.
  - iii. Separation of space allocated for administrative and direct service use.
  - iv. Privacy is provided to clients receiving services.
  - v. Routine fire safety inspections have been conducted indicating compliance.
7. **Fiscal Practices**
  - i. 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.

- ii. 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.
- iii. 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.

## **8. Cultural Competency Plan**

- I. **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 in his/her sole discretion, but only in the event that it is not applicable or relevant to the service or service practice as follows:
  1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.

6. 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.
  7. File entries should 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.
  8. 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.
  9. Client Needs Assessment must, at a minimum, include client strengths, weaknesses, and required services.
  10. Individual Service Plan must include measurable goals/objectives, evidence of client's participation in Plan development, and time-frames for goal achievement.
  11. Referrals must be documented within the file and tracked. Follow-up of referrals with the referring agency must be timely documented.
  12. Client Discharge must be documented with formal discharge plan and discharge follow-up as appropriate.
- J. Human Resources - PROVIDER must maintain current organizational chart that reflects agency positions and lines of authority. Personnel and Volunteer Files Contents are to include:
1. Employment/Volunteer application and/or resume.
  2. Documentation and verification of degree(s), certification, and/or licensure for applicable volunteers/employees.
  3. Completed performance evaluation for staff employed over one year.
  4. Completed Federal INS 1-9 Form.
  5. Job description relevant to the position held with documentation of distribution to the volunteer/employee.
  6. Background screening according to federal, state, and local statutes. PROVIDER is to maintain these screening requirements for volunteers/employees based on the population served.

7. Verification of volunteer/employee receipt of policies/procedures manual, employee handbook, and Drug Free Workplace policy.

**K. Contracted Services**

1. Program Service Criteria

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

2. Client Participation

- i. 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.
- ii. PROVIDER shall compile and incorporate survey results into program planning and improvement.

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



FY 2011 - Exhibit E-1 (page 1 for Contracts with Match)  
 Board of County Commissioners, Human Services Department  
Contracted Services Invoice

DATE STAMP AREA

Billing Period: October-10

Agency Name: \_\_\_\_\_  
 Contract #: \_\_\_\_\_  
 Program Name: \_\_\_\_\_  
 Program #: \_\_\_\_\_  
 Contract/ Prog. Amount: \_\_\_\_\_

Customer # \_\_\_\_\_

A. Grand Total \$ For Units Delivered This Month (from page 2, "A") \_\_\_\_\_  
 B. Match this month \_\_\_\_\_  
 C. Net Amount Requested for Reimbursement/Month \_\_\_\_\_  
 D. Net Amount Requested Year-to-Date \_\_\_\_\_  
 E. Match Contribution YTD \_\_\_\_\_

On Time \_\_\_\_ Late \_\_\_\_

F. CERTIFICATION: The undersigned, as an authorized signator for the contract between Broward County & \_\_\_\_\_ hereby affirms and certifies that the services billed herewith have been delivered to clients on behalf of Broward County per agreement, that all clients served have met the program eligibility requirements, and that sufficient written information is available to document services. *Provider also represents to County that no other reimbursement is used for invoiced services.*

G. Approved Signator Name (typed): \_\_\_\_\_ Title: \_\_\_\_\_

H. Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS SECTION FOR COUNTY USE ONLY**

Division Reviewer/Date: \_\_\_\_\_

Fund/Agency/Organization/Object: \_\_\_\_\_  
*I hereby certify that the backup documentation is complete, accurate, supports the payment requested and is on file in the Division.*

Administrative Services Reviewer/Date: \_\_\_\_\_

Submission of previously unbilled units: Y or N. If "Y", submit additional backup documentation to substantiate the unbilled units of service.

Are any disallowed units from previous monitoring visits or Medicaid, Medicare, or other Third Party Payer payments Included in this Invoice? (Y or N. If "Y" then see p.2 or p.4 respectively)

Comments: \_\_\_\_\_



FY 2011 - Exhibit E-1 (page 2)  
 Board of County Commissioners, Human Services Department

Contracted Services Invoice

Agency Name: \_\_\_\_\_ Billing Period: October-10 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	-	=				
<b>Total Billable Value for This Month (to page 1, "A")</b>									

**B. Match Contribution**

1 Total Match This Month \_\_\_\_\_

2 Previous Month YTD \_\_\_\_\_

3 Required Contribution (10% of the amount billed year-to-date): \_\_\_\_\_

**EXHIBIT E-1 Continued**  
**Contracted Services Invoice Instructions**

The Contracted Services Invoice is used by Providers to request payment from the County for services provided in accordance with this Agreement. The Invoice will be pre-populated by the County with Provider specific information which will include the following:

- Billing Period (Page 1 and 2)
- Agency Name (Page 1 and 2)
- Contract Number (Page 1 and 2)
- Program Name (Page 1 and 2)
- Program Number (Page 1 and 2)
- Program Amount (Page 1)
- Customer Number (Page 1)
- Fund/Agency/Organization/Object (Page 1)
- Taxonomy (Page 2)
- Unit/Service Type (Page 2)
- Unit Cost (Page 2)

The Provider is responsible for the following:

- Selecting the appropriate billing period tab in the spreadsheet,
- Inputting the Name of the Approved Signator on Page 1 (G),
- Inputting the Title of the Approved Signator on Page 1,
- Signing the Invoice on Page 1 (H),
- Dating the Invoice on Page 1,
- Inputting the correct Number of Units on Page 2, Row S,
- Inputting the correct Number of Disallowed Units on Page 2, Row U if applicable.

The Invoice must be submitted with required supporting documentation to ensure prompt payment of invoice. Incomplete or missing information will delay payment of invoice or may result in the return of the invoice. Should an invoice be returned, the revised invoice must be re-signed and re-dated.

**Exhibit E-2, Required Services Documentation--(for Non-CMS Users only)**  
Board of County Commissioners, Human Services Department

**Agency Name:** \_\_\_\_\_ **Billing Period:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_ **Taxonomy/Unit:** \_\_\_\_\_  
**Program Name:** \_\_\_\_\_ **Program #:** \_\_\_\_\_

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units	
date of birth:																																	
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																					

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

name/ID#:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Units
date of birth:																																
entry:	exit:	3rd Party Pmt: _____										Payment Type: _____																				

**Total 3rd party \$ this page:**  **Total # units this page:**   
**Grand total 3rd party \$:**  **Grand Total # Units for this invoice (Bring Forward to "A" on p.1):**

**Entries Verified By:**

**EXHIBIT F-1  
OUTCOME REPORT**

Provider's Name: \_\_\_\_\_  
 Contract#: \_\_\_\_\_  
 Program name/number: \_\_\_\_\_

Date Received	
Original	or Revision

Identify Quarter #: \_\_\_\_\_ 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3

Signature of Preparer: \_\_\_\_\_ Provider's Approver: \_\_\_\_\_  
 (Print/type name & title) \_\_\_\_\_

Requirements: All outcome measures and indicators MUST be shown as they are written in the contract. \_\_\_\_\_ (Date)

If a Client is evaluated more than once a year for programmatic purposes, only the results of the first evaluation is reported.

*If the Indicator is not met, please provide narrative addressing the following points: Challenges and other factors impacting results, action plan(s) developed to address these concerns, and quality assurance efforts/adjustments made. Report is not considered complete or accepted without this narrative.*

Outcome measure # 1: \_\_\_\_\_

Indicator \_\_\_\_\_

**Relevant Clients:** # of Clients who have received the service referenced in the indicator who have met the benchmark required for evaluating.

Example w/##s	Clients Eval. - Qtr 1	Clients Eval. - Qtr 2	Clients Eval. - Qtr 3	Clients Eval. - Qtr 4	YTD Grand Total or Avg
Total # of Clients receiving services referenced in Indicator					
# of Clients meeting time frame to be evaluated (First Time) per Indicator					
# of Clients attaining the Indicator					
% Attainment reported for the Quarter					
% of Clients who met time frame for evaluation who did not attain indicator					
# Clients pending first evaluation (have not been in services long enough)					
# Clients unable to be evaluated (drop-outs, data missing, etc.)					
# Clients receiving more than one evaluation in the same contract year					
Measurement tool(s) used:					

Outcome measure # : \_\_\_\_\_

Indicator \_\_\_\_\_

**Relevant Clients:** # of Clients who have received the service referenced in the indicator who have met the benchmark required for evaluating.

	Clients Eval. - Qtr 1	Clients Eval. - Qtr 2	Clients Eval. - Qtr 3	Clients Eval. - Qtr 4	Clients Eval. - Qtr 5
Total # of Clients receiving services referenced in Indicator					
# of Clients meeting time frame to be evaluated (First Time) per Indicator					
# of Clients attaining the Indicator					
% Attainment reported for the Quarter					
% of Clients who met time frame for evaluation who did not attain indicator					
# Clients pending first evaluation (have not been in services long enough)					
# Clients unable to be evaluated (drop-outs, data missing, etc.)					
# Clients receiving more than one evaluation in the same contract year					
Measurement tool(s) used:					

**EXHIBIT F-1 Continued  
Outcome Report Instructions**

- |  |  |
|--|--|
| 1. Submission Status   | Identifies whether the report is being submitted for the first time (an original) or is a revision.<br>Measure and indicator are to be completed by Provider written <b>exactly</b> as in the contract. Do not paraphrase. All unmet measures/indicators should be explained in narrative form. Narrative should also include successes and other noteworthy activities. |
| 2. and 3. Requirements   |  |
| 4. Total # of Clients receiving services referenced in Indicator               | Indicator may reference one taxonomy (service) such as individual counseling. This number refers to only the Clients receiving that particular service.  |
| 5. # of Clients meeting time frame to be evaluated per Indicator               | For results to be valid in some indicators, services must be delivered for a certain amount of time before progress can be assessed. This line shows how many Clients have been receiving services for this amount of time and are eligible to be evaluated.   |
| 6. # of Clients attaining the Indicator  | This line shows the number of Clients listed in Line 5 who successfully attained the indicator.  |
| 7. % Attainment reported for the Quarter                                       | Divides lines 6 by line 5.   |
| 8. % of Clients who met time frame for evaluation who did not attain indicator | Take the number of Clients evaluated that did <b>not</b> achieve the indicator and divide it by Line 5 to get this percentage.   |
| 9. # Clients pending first evaluation (have not been in services long enough)  | Shows the number of Clients projected to be eligible for evaluation in the next quarter(s).  |

- |  |  |
|--|--|
| 10. # Clients unable to be evaluated (drop-outs, data missing, etc.)       | Represents the number of Clients who discontinue services on their own, are discharged for non-compliance, moved out of Broward County, or become eligible for services provided by another funding source. Removes them from consideration for evaluation.  |
| 11. # Clients receiving more than one evaluation in the same contract year | If, due to the nature of the services, a Client is evaluated on a routine basis, there may be multiple assessments of progress within a contract year. For reporting purposes, there must be an official record. Reporting the results of the first evaluation will show the initial impact the services had for the Client. |
| 12. Measurement tool(s) used:  | Lists the measurement tool(s) used to make the evaluation and must match the documentation referenced in Exhibit D-1, Outcomes.  |

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

Date Received

Provider's Name: \_\_\_\_\_

BOLD THE QUARTER#:      1          2          3          4

Program name/number: \_\_\_\_\_

Contract#: \_\_\_\_\_

CHECK ONE  Original  or  Revision

- a. Number of Clients at the beginning of quarter
- b. Number of Clients entering services during quarter
- c. Total of Line A and B
- d. Number of Clients discharged during quarter
- e. Total number of Clients at the end of quarter
- f. Total number of UNDUPLICATED Clients served, year-to-date

Qtr	Qtr	Qtr	Qtr	Total
1	2	3	4	
				0
				0
0	0	0	0	0
				0
0	0	0	0	0
0	0	0	0	0

D a t e  S t a m p	
---	--

Data below must reflect the total of ALL (unduplicated) clients served year to date for this Agreement (See f. above)

Children	0-5		6-10		11-13		14-15		16-17		18-19		20-21		21+		Total	Total all ages	Est Pov.				
	0-17		18-21		22-49		50-59		60+						Under	Over							
Adult																					<	>	
GENDER																							
Category	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F					
1. Asian																			0	0	0		
2. Black																			0	0	0		
3. Caucasian																			0	0	0		
4. Haitian																			0	0	0		
5. Hispanic																			0	0	0		
6. Unknown/Other																			0	0	0		
7. Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

An unduplicated client is defined as an individual who is counted one time during the contract year, even though that individual may receive multiple services or have more than one episode of care.

## **EXHIBIT G - REQUIRED REPORTS AND SUBMISSION DATES**

<u>Description of Report(s)</u>	<u>Required Submission Date(s)</u>
1. Invoice	Monthly: original and 1 copy
2. Required Services Documentation form	Monthly: Submitted with Invoice - original and one (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 two (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 two (2) copies
6. CBE Policy	Due prior to or by execution of contract – one (1) copy
7. Equal Employment Opportunity Policy	Due prior to or by execution of Agreement – one (1) copy
8. American with Disabilities Act Policy	Due prior to or by execution of Agreement – one (1) copy
9. Non-Discrimination Policy	Due prior to or by execution of Agreement – one (1) copy
10. 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
11. Current Annual Audited Financial Statement	Due within 120 days after the close of PROVIDER's fiscal year end - Submit to Human Services Repository – three (3) copies
12. State Financial Assistance Reporting Package	Due within 120 days after the close of PROVIDER's fiscal year end – three (3) copies
13. a) Blank Satisfaction Survey b) Complied Client Satisfaction Survey	a) Due with signed Agreement – two (2) copies b) Due July 15
14. Current Organizational Profile	Due upon request - send directly to First Call for Help on behalf of The Coordinating Council of Broward
15. Monitoring Reports and/or Accreditation Reports from other agencies or funding sources	Due within thirty (30) days of receipt
16. Sub-agreements with homeless shelters (if applicable)	Due upon execution of this Agreement
17. Placement Prioritization Guideline	Due with signed Agreement – one (1) copy

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

EXHIBIT 1D

AMENDMENT LANGUAGE FOR UNIT OF SERVICE  
CONTRACTS APPROVED UNDER RESOLUTION NO. 2006-443

FOR

HUMAN SERVICES DEPARTMENT  
COMMUNITY PARTNERSHIP DIVISION  
FUNDING RESOLUTION 2011

(Page 1 of 3)

EXHIBIT 1D – (Page 2 of 3)

The Amendment to the unit of service contract form, which was approved by Resolution No. 2006-443, shall show changes to Article 2, "Term of Agreement," Section 2.1, as follows:

The term of this Agreement shall commence [October 1, 2006] through [September 30, 2007] ("Initial Term"). This Agreement may be renewed for up to ~~three (3)~~ four (4) 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) days prior to the expiration of the preceding term of this Agreement as to the first ~~two (2)~~ three (3) renewal Option Periods. The COUNTY and the PROVIDER agree that the COUNTY's Contract Administrator has previously exercised in writing the first ~~two (2)~~ three (3) options to renew the Agreement for ~~two (2)~~ three (3) additional one-year periods for the first one-year option period commencing October 1, 2007 through September 30, 2008, and for the second one-year option period, commencing October 1, 2008, through September 30, 2009, and for the third one-year option period, commencing October 1, 2009, through September 30, 2010. The COUNTY and the PROVIDER further agree that the entry of the parties into a completely executed written amendment by September 30, 2010, to add a ~~third (3<sup>rd</sup>)~~ fourth (4<sup>th</sup>) one-year renewal period, shall serve as evidence of the exercise by the COUNTY's Contract Administrator of the option to renew for a ~~third~~ fourth one-year period and, upon execution of such amendment, shall automatically extend the parties' Agreement for the ~~third (3<sup>rd</sup>)~~

EXHIBIT 1D – (Page 3 of 3)

fourth (4<sup>th</sup>) one-year renewal term commencing October 1, 2010, through September 30, 2011. The Initial Term and all Option Periods shall be collectively referred to as the "Agreement Term." 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 the factor considered by COUNTY in evaluating any renewal, the initial funding will only be for the Initial Term stated in Section 2.1 herein. However, the Option Period funding shall be contingent upon the following:

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

PROVIDER and COUNTY agree that COUNTY's Contract Administrator, in its sole discretion, shall determine whether the four (4) contingencies have been fulfilled prior to COUNTY's Contract Administrator exercising COUNTY's option to renew for any of the first ~~two (2)~~ three (3) renewal period(s) or prior to the County Administrator executing the amendment to add the ~~third (3<sup>rd</sup>)~~ fourth (4th) one-year renewal period.

*Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.*

EXHIBIT 1E

AMENDMENT LANGUAGE FOR UNIT OF SERVICE  
CONTRACTS APPROVED UNDER RESOLUTION NO. 2007-417

FOR

HUMAN SERVICES DEPARTMENT  
COMMUNITY PARTNERSHIPS DIVISION  
FUNDING RESOLUTION 2011

(Page 1 of 3)

EXHIBIT 1 E – (Page 2 of 3)

The Amendment to the unit of service contract form, which was approved by Resolution No. 2007-417, shall show changes to Article 2, "Term of Agreement," Section 2.1, as follows:

The term of this Agreement shall commence [October 1, 2007] through [September 30, 2008] ("Initial Term"). This Agreement may be renewed for up to three (3) 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) days prior to the expiration of the preceding term of this Agreement as to the first two (2) renewal Option Periods. The COUNTY and the PROVIDER agree that the COUNTY's Contract Administrator has previously exercised in writing the first two (2) options to renew the Agreement for two (2) additional one-year periods for the first one-year option period commencing October 1, 2008 through September 30, 2009, and for the second one-year option period, commencing October 1, 2009, through September 30, 2010. The COUNTY and the PROVIDER further agree that the entry of the parties into a completely executed written amendment by September 30, 2010, to add a third (3<sup>rd</sup>) one-year renewal period, shall serve as evidence of the exercise by the COUNTY's Contract Administrator of the option to renew for a third one-year period and, upon execution of such amendment, shall automatically extend the parties' Agreement for the third (3<sup>rd</sup>) one-year renewal term commencing October 1, 2010, through September 30, 2011. The Initial Term and all Option

EXHIBIT 1E – (Page 3 of 3)

Periods shall be collectively referred to as the “Agreement Term.” 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 the factor considered by COUNTY in evaluating any renewal, the initial funding will only be for the Initial Term stated in Section 2.1 herein. However, the Option Period funding shall be contingent upon the following:

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

PROVIDER and COUNTY agree that COUNTY's Contract Administrator, in its sole discretion, shall determine whether the four (4) contingencies have been fulfilled prior to COUNTY's Contract Administrator exercising COUNTY's option to renew for any of the first two (2) renewal period(s) or prior to the County Administrator executing the amendment to add the third (3<sup>rd</sup>) one-year renewal period.

*Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.*