

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING AN APPROPRIATION AND DISBURSEMENT OF FUNDS IN THE AMOUNT OF \$1,653,975 FOR STATE OF FLORIDA FISCAL YEAR 2018 TO SPECIFIED COMMUNITY MENTAL HEALTH SERVICE PROVIDERS; APPROVING A REVISED LOCAL MATCH STANDARD AGREEMENT FORM; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENTS AND TO TAKE ALL NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), provides funding to community mental health service providers for the provision of behavioral health services each year based on the amount funded by the Department of Children and Families ("DCF") as required by Section 394.76, Florida Statutes; and

WHEREAS, DCF has designated Broward Behavioral Health Coalition, Inc. ("BBHC"), as the lead agency for community mental health services in Broward County; and

WHEREAS, BBHC has allocated State of Florida Fiscal Year 2018 funding for adult mental health services to various community mental health service providers; and

WHEREAS, the Board desires to base Broward County's local match contribution for adult mental health services on BBHC's allocations; and

WHEREAS, the Board desires to authorize the Broward County Administrator ("County Administrator") to execute the individual agreements on behalf of the Board with the specified service providers; and

1 WHEREAS, the Board finds that programs providing adult community mental
2 health services serve a public purpose, NOW, THEREFORE,

3
4 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
5 BROWARD COUNTY, FLORIDA:

6
7 Section 1. Authorized Appropriations and Disbursements.

8 The Board hereby authorizes an appropriation and disbursement of funds for
9 Fiscal Year 2018, as set forth in Attachment A.

10 Section 2. Approval of Standard Local Match Agreement Form.

11 The Board hereby approves the revised standard local match agreement form
12 (“Local Match Agreement”) attached as Attachment B. New agreements funded pursuant
13 to this Resolution must be in substantially the same form as Attachment B. The Office of
14 the County Attorney may make any routine or minor changes or updates to the Local Match
15 Agreement as necessary.

16 Section 3. Execution of Agreements by the County Administrator.

17 The County Administrator is hereby authorized to execute the Local Match
18 Agreement with each of the service providers listed in Attachment A, to amend such
19 agreements as authorized, and to take all necessary administrative and budgetary actions
20 to implement the agreements. Authorized amendments include those necessary to
21 reallocate monies among the service providers listed on Attachment A when it is in the
22 best interest of the County or as may be required to comply with statutory matching
23 requirements, provided that the total allocation to all providers does not exceed the
24 amount appropriated under this Resolution. Nothing in this Resolution will be construed

to alter the requirement that the agreements be approved by the Office of the County Attorney prior to execution. Any material deviations from the approved agreements must be presented to the Board for approval.

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this day of , 2018.

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ Hulda O. Estama 05/18/18
Hulda O. Estama (Date)
Assistant County Attorney

By /s/ Karen S. Gordon 05/18/18
Karen S. Gordon (Date)
Assistant County Attorney

HE:dp
05/18/18
FY18 Local Match Resolution
#60070

Human Services Department, Community Partnerships Division
Fiscal Year 2018 Adult Community Mental Health
Local Match Allocation Recommendations

Attachment A

Applicant Agency Name	State Funding Amount	Local Match Amount REQUIRED	Match from other sources*	County Contribution
Archways, Inc.	\$3,144,830	\$590,698	\$232,000	\$358,698
Broward County Community Development, Inc. d/b/a Broward Housing Solutions	\$524,066	\$92,716	\$0	\$92,716
Broward House, Inc.	\$560,769	\$117,580	\$0	\$117,580
Broward Partnership for the Homeless, Inc.	\$181,829	\$48,293	\$0	\$48,293
Broward Regional Health Planning Council	\$1,025,336	\$227,971	\$8,000	\$219,971
Care Resource Community Health Centers, Inc.	\$173,019	\$30,728	\$9,708	\$21,020
FootPrint to Success Clubhouse, Inc.	\$414,649	\$126,550	\$0	\$126,550
NAMI Broward County, Inc.	\$58,092	\$19,364	\$0	\$19,364
Silver Impact, Inc.	\$171,156	\$45,385	\$2,000	\$43,385
Susan B Anthony Center, Inc.	\$2,254,525	\$440,845	\$10,000	\$430,845
The House of Hope, Inc.	\$1,942,981	\$272,137	\$96,584	\$175,553
Totals:	\$10,451,252	\$2,012,267		\$1,653,975

*Match from other sources is funding received by the provider which meets state requirements for consideration as local match. This includes County behavioral health funding that meets statutory requirements.

Total County Match Obligation: \$1,653,975

**LOCAL MATCHING FUNDS AGREEMENT BETWEEN BROWARD COUNTY AND
ENTER FULL LEGAL NAME
FOR COMMUNITY SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES**
Agreement #18-CP-HCS-xxxx-LM

This is a Local Matching Funds Agreement ("Agreement") made and entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and Enter Full Legal Name, an active Florida nonprofit corporation ("Second Party"). County and Second Party are collectively referred to as the "Parties."

RECITALS

A. As required under the Community Substance Abuse and Mental Health Services Act (Chapter 394, Part IV, Florida Statutes) (the "Act"), County participates as a source of local matching funds for providers of community substance abuse and mental health services funded by the State of Florida ("State").

B. Broward Behavioral Health Coalition, Inc. ("BBHC"), is designated by the Florida Department of Children and Families ("DCF") as the lead agency for community substance abuse and mental health services in Broward County.

C. Second Party receives State funding for providing community substance abuse and mental health services through an agreement with BBHC.

D. The Board of County Commissioners of Broward County, Florida ("Board"), has determined that it is in the best interest of the community to enter into this Agreement, which serves a public purpose.

For good and valuable consideration of the mutual terms, conditions, promises, covenants, and payments, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Term.** The term of this Agreement begins on the date it is fully executed by the Parties and continues through September 30, 2018.
2. **Scope of Services.** Second Party shall provide community substance abuse and mental health services in accordance with its agreement with BBHC, and provide to County a copy of its fully executed agreement with BBHC ("BBHC Agreement") prior to or at the time of full execution of this Agreement. In the event that the BBHC Agreement is amended at any time during the term of this Agreement, Second Party shall provide a copy of the fully executed amendment to County within ten (10) calendar days of the execution of the amendment.
3. **Local Matching Requirement.** The Act requires local participation ("Total Local Matching Funds") on a 75-to-25 state-to-local ratio. The state funded amount ("State Funding Amount") is awarded to Second Party under its BBHC Agreement. County's local participation ("County Local Matching Funds") equals the Total Local Matching Funds minus all other available local matching sources, including

both monetary funding and in-kind contribution. The Total Local Matching Funds includes:

- i) County Local Matching Funds; and
 - ii) “Other Available Local Matching Funds,” which means all non-County local matching funds that consist of all monetary funds and in-kind amounts used to directly support mental health or substance abuse services and received from:
 - a. Other local governments’ governing bodies such as municipal governments, special taxing districts, or other local governmental entities (excluding state or federal entities);
 - b. Estimated value of volunteer or in-kind services from all third parties other than state or federal entities; and
 - c. Estimated total value of fees received from client self-pay mental health or substance abuse services.
4. **Local Matching Amount Calculation.** Second Party represents and warrants that the amounts listed below in Table 1, State and Local Matching Funds, accurately reflect the amounts required under the Act. Second Party further represents and warrants that the amounts listed below in Table 2, Itemization of Local Matching Funds, accurately reflect all Other Available Local Matching Funds received by Second Party.

Table 1 – State and Total Local Matching Funds

Description	Amount	Percentage
Total Local Matching Funds	\$	
State Funding Amount	\$	
Total Funding Amount	\$	

Table 2 – Itemization of Local Matching Funds

Description	Amount
Total Local Matching Funds	\$
Other Available Local Matching Funds	\$
County Local Matching Funds	\$

5. **Notice of Change in Funding.** In the event of any change in funding to Second Party under its BBHC Agreement, Second Party must, upon notice of the change, immediately provide to County a written certification of the change. Upon request by County, Second Party must provide documentation sufficient to validate the amount of Other Available Local Matching Funds. Notwithstanding the foregoing, if the amount of Other Available Local Matching Funds increases by more than Ten Thousand Dollars (\$10,000) at any time during this Agreement, Second Party must provide written notice to County within five (5) business days. In the event

of an increase in Other Available Local Matching Funds, County may, at its sole election, decrease the County Local Matching Funds in an amount equal to the increase of Other Available Local Matching Funds, provided that at no time will the Total Local Matching Funds be less than the required 75-to-25 ratio required by Act. Any such reduction must be pursuant to the Amendments provision below.

6. **Payment Terms**, County shall pay to Second Party the County Local Matching Funds (after subtracting the value of the in-kind contributions, if any) in the maximum amount of _____ Dollars (\$_____). This Agreement is contingent upon the availability of County funds. County will be the final authority as to the availability of funds.
7. **Invoice Procedures.**
 - A. County will pay Second Party the County Local Matching Funds in one lump sum payment during County's fiscal year **after verifying its share of the required statutory match amount**. County will pay the County Local Matching Funds for services provided during the State's fiscal year. The State's fiscal year is the twelve (12) month period ending on June 30, 2018, and County's fiscal year is twelve (12) month period ending on September 30, 2018.
 - B. Second Party must submit one invoice to County on the form prescribed by County in Exhibit C, "Local Matching Contracted Services Invoice" by July 2, 2018.
 - C. Second Party must provide signature authorizations to County as shown in Exhibit A, "Authorized Invoice Signators," and Exhibit B, "Certification of Empowerment," both of which are attached and incorporated into this Agreement. Should it become necessary for Second Party to replace signators, Second Party must submit a notarized copy of the authorizing resolution as passed by Second Party's Board of Directors or Trustees, along with the replaced Exhibit A or Exhibit B, as applicable, to County's Contract Administrator on or before the fifteenth (15th) day of the month following replacement of the signators.
 - D. County will make all payments solely in the name of Second Party as the official payee. The name, address, and telephone number to whom payment must be made for Second Party are provided in Exhibit D, "Representatives," attached to and incorporated into this Agreement. Second Party may change the payee information by providing written notice of such change to County using the "Notices" procedures in this Agreement.
8. **Termination.** This Agreement may be terminated for convenience by either party at any time upon thirty (30) calendar days' prior written notice to the other party. This Agreement may be terminated also for cause by action of the Board or by

Second 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.

9. **Amendments.** The Parties may amend this Agreement to conform to changes in federal, State, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and Second Party or others delegated with authority to or otherwise authorized to execute same on their behalf. However, the Human Services Director or Deputy Director may execute amendments to the insurance requirements, to any of the exhibits, and to the County Local Matching Funds as stated in Paragraph 5 of this Agreement.
10. **Communications.**
 - A. 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 acknowledgement of delivery, addressed to the party for whom it is intended at the place specified in Exhibit D. The name or title and address for giving notice will remain the same as set forth in Exhibit D until changed in writing and notice of which is provided to the party for whom it is intended in the manner provided in this paragraph.
 - B. Designated Representatives. The individuals identified in Exhibit D as "Representatives" are the designated contacts for day-to-day communications.
11. **Indemnification.** Second Party will at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Second Party, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Second Party will, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will 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 Second Party 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. County will not pay interest on any amount it withholds.

12. **Law, Jurisdiction, Venue, and Waiver of Jury Trial.** This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
13. **Compliance with Laws.** Second Party 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, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
14. **Audit and Retention of Records.** County will have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Agreement. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Second Party and its subcontractors shall preserve and make available 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), if applicable. 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 must be retained until resolution of the audit findings. If County determines the Florida Public Records Act is applicable to the records of Second Party and its subcontractors, Second Party and its subcontractors shall comply with all requirements the Florida Public Records Act; however, Second Party or its subcontractors will not violate any confidentiality or nondisclosure requirement of

either federal or state law. Second Party shall, by written contract, require its subcontractor(s), if any, to agree to the requirements and obligations of this paragraph.

15. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a portable document format (PDF) file will have the same force and effect as an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through the County Administrator, authorized to execute same by Board action on the ____ day of _____, 2018, and Second Party, signing by and through its Enter Title of Signator of Second Party duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print/Type Name above

_____ day of _____, 2018

Signature

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

Print/Type Name above

By: _____ (Date)
Assistant County Attorney

HE:KSG/dp
LocMatch.Shell.2018.a01
#60070
05/14/18

AGREEMENT BETWEEN BROWARD COUNTY AND ENTER FULL LEGAL NAME OF
SECOND PARTY FOR COMMUNITY SUBSTANCE ABUSE AND MENTAL HEALTH
SERVICES

Second Party

ENTER FULL LEGAL NAME OF
SECOND PARTY

WITNESS #1:

Signature

By _____
(Authorized Signature)

Print/Type Name

(Print Name and Title of Authorized
Signator)

WITNESS #2:

_____ day of _____, 2018

Signature

Print/Type Name

(seal)

EXHIBIT A - AUTHORIZED INVOICE SIGNATORS

Agreement #: Enter Number

The Board of Directors or Trustees of ENTER FULL LEGAL NAME OF THE SECOND PARTY ("Second Party"), meeting on _____, 20____, by motion and vote, duly recorded in the minutes of Second Party, did authorize

_____ and
(Name and Title Typewritten)

(Name and Title Typewritten)
to sign monthly invoices and certification statements as required by the Agreement between Broward County and Second Party.

Appearing below are samples of the authorized signatures.

(Authorized Signature) (Date)

Authorized Name

Witness Signature:

Signature _____

Name _____
(Print or Type)

Date _____

(Authorized Signature) (Date)

Authorized Name

Witness Signature

Signature _____

Name _____
(Print or Type)

Date _____

EXHIBIT B - CERTIFICATION OF EMPOWERMENT

Agreement #: Enter Number

I, _____ as secretary of
(Type Name)
Enter Second Party Full Name ("Second Party"), hereby certify that

_____,
(Name and Title)
is duly authorized to sign this Agreement and any of its amendments between Broward County and Second Party by resolution of Second Party's Board of Directors or Trustees taking place on _____ (Date of Board's Resolution).
[Provide supporting documentation for County's files]

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

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

WITNESSES:

Signature

Signature _____

Name

Name _____
(Print or Type)

Title: Corporate Secretary

Signature

Date _____

Signature

(CORPORATE SEAL)

Name

EXHIBIT C - LOCAL MATCHING CONTRACTED SERVICES INVOICE

Second Party, Inc.	Agreement Number: Enter Agreement Number
Enter Billing Address Customer Number: #	Agreement Amount: \$Enter \$\$\$.\$\$
	Date Received:
<p>To be completed by Second Party</p> <p style="text-align: right;">Invoice Amount: \$_____.</p>	
<p>CERTIFICATION: The undersigned, as an authorized signator for the Agreement between County and Second Party, hereby affirms and certifies that the services documented have been delivered to Clients on behalf of County pursuant to the Agreement, that all Clients served have met the program eligibility requirements, and that sufficient written information is available to document services. The undersigned further affirms that all Other Available Local Matching Funds and all in-kind County Local Match have been reported to County.</p> <p>Signature: _____ Date: _____</p> <p>Print or Type Name and Title: _____</p>	
<p>For County Use Only:</p> <p>Fund/Department/Account: 10010-40304020-580210</p> <p>Section Reviewer Signature and Date: _____</p> <p>CPD Admin Reviewer Signature and Date: _____</p>	
<p>Second Party or County Comments:</p> 	

EXHIBIT D – REPRESENTATIVES

For Second Party:

Designated Representative:	Notices:

For County:

Designated Representative:	Notices:
Director, Community Partnerships Division Governmental Center Annex, Room A360 115 South Andrews Ave Ft. Lauderdale, FL 33301 (954) 357- 8647	Director, Community Partnerships Division Governmental Center Annex, Room A360 115 South Andrews Ave Ft. Lauderdale, FL 33301 (954) 357- 8647