

**Broward Behavioral Health Coalition Standard Government Contract**

**THIS CONTRACT** is entered into between the **Broward Behavioral Health Coalition, Inc.**, hereinafter referred to as "BBHC" and **Broward County, A Political Sub-Division of the State of Florida**, hereinafter referred to as the "Provider". BBHC and Provider agree as follows:

1. **Purpose.** BBHC is engaging the Provider for the purpose of delivering behavioral health services in Broward County, Florida as further described in the Service Provision Detail - as set forth in the **BBHC Provider Contract Handbook** ("the Handbook") located at [www.bbhcflorida.org](http://www.bbhcflorida.org) and incorporated herein. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of BBHC. The submission of reports or documentation required by this Contract for which the Provider is not able to meet the deadlines due to a BBHC technical issue may be extended upon receipt of a written extension request by the Provider to the Director of Provider Relations for BBHC. Extensions will be considered on a case by case basis and does not absolve the Provider from its responsibilities herein. Unless otherwise provided in the procurement document, if any, or governing law, BBHC reserves the right to add services incidental or complimentary to the original scope of services, upon the acceptance and agreement of the Provider.
2. **Effective and Ending Dates.** This Contract shall be effective on July 1, 2018. The performance period under this Contract shall commence on the effective date of this Contract, and shall end at midnight, local time in Broward County, Florida June 30, 2019, subject to the survival of terms provisions of Section 32.j herein below.
3. **Payment for Services.** BBHC shall pay for contracted services according to the terms and conditions of this Contract in an amount specified on the exhibit attached to the Contract entitled "Funding Detail", and may exceed this amount subject to the availability of funds and satisfactory performance of all terms by the Provider, as more particularly set forth in Part VII of the Handbook, entitled "Method of Payment." Of the total Contract amount, BBHC will be required to pay the amount specified in the Funding Detail exhibit-referenced as "Total All Programs", subject to the delivery and billing for services. The remaining amount represents "Uncompensated Units Reimbursement Funds" as specified in the Funding Detail exhibit, enumerated as "Uncompensated Units", which BBHC, at its sole discretion and, subject to the availability of funds, may pay to the Provider, in whole or in part, or not at all. Performance will be determined by the Provider delivering and billing for services in excess of those units of service BBHC will be required to pay. Should the Provider receive any funding from the "Uncompensated Units Reimbursement Funds", then the amount of Local Match as it appears on the Funding Detail exhibit will automatically change, utilizing the formula prescribed in Part VII of the Handbook, entitled "Method of Payment." BBHC's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and Contract No. JH343 between BBHC and the Florida Department of Children and Families ("DCF") (hereinafter referred to as the ("Prime Contract"). Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including any exhibits hereto, the Handbook, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Prime Contract a copy of which may be found at <http://www.bbhcflorida.org> are incorporated into and made a specific part of this Contract. The State of Florida PUR 1000 Form (10/06 version, as may be amended from time to time), may also be found at <http://www.bbhcflorida.org> and by this reference is hereby incorporated into and made a part of this Contract, except that Sections 1.d., 2-4, 6, 8, 13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract and are hereby expressly excluded. In the event of any conflict between the applicable provisions of the PUR 1000 Form and any other terms or conditions of this Contract, the terms of this Contract shall take precedence over the PUR 1000 Form. The Provider hereby acknowledges and agrees that the Prime Contract may be subject to revision and amendment. Accordingly, this Contract may be subject to further revision and amendment to ensure compliance with the requirements of the Prime Contract. Such amendment shall be subject to further review and execution by BBHC and the Provider.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as such laws or rules may be enacted or amended from time-to-time, including but not limited to those specifically enumerated in Section 34 of this Contract.
6. **Official Payee and Party Representatives.** BBHC will make payment to the Provider's official payee listed in the Provider's Application for Pre-Qualification/Program Description. The Provider's personnel responsible for financial matters, its Security and Privacy Officer, and its official responsible for the Administration of this Contract are listed in the Provider's Application for Pre-Qualification/Program Description. Upon any change of such representatives (names, telephone number, address, or email address), the Provider shall notify BBHC. Notice by either party shall be provided in writing to the other party within three (3) business days to the person and address as listed below:

	<b><u>For the Provider:</u></b>	<b><u>For BBHC:</u></b>
<b>NAME:</b>	Kimm Campbell	Shirley Murdock
<b>TITLE:</b>	Human Services Department Director	Manager of Provider Relations
<b>ADDRESS:</b>	115 S. Andrews Avenue, Room 303	3521 W Broward Blvd. Suite 205
	Fort Lauderdale, FL 33301	Fort Lauderdale, FL 33312
<b>TELEPHONE:</b>	954-357-6382	305-514-5227
<b>EMAIL:</b>	<a href="mailto:kicampbell@broward.org">kicampbell@broward.org</a>	<a href="mailto:shirley.murdock@concordiabh.com">shirley.murdock@concordiabh.com</a>

7. Inspections and Corrective Action. The Provider shall permit all persons who have met the statutory and regulatory requirements, and are duly authorized by BBHC to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure BBHC of the satisfactory performance of the terms and conditions of this Contract. Following such review, BBHC will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in BBHC's written report. This provision will not limit BBHC's termination rights under Section 29.
8. Independent Contractor, Subcontracting and Assignments.
- a. In performing its obligations under this Contract, the Provider, its officers, agents, and employees shall at all times be acting in the capacity as an independent contractor and not as an officer, employee, or agent of the BBHC or the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind BBHC or the State by virtue of this Contract, unless specifically authorized in writing to do so. The parties agree no joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
  - b. The Provider shall take such actions as may be necessary to ensure it and each subcontractor of the Provider will be deemed to be an independent contractor to BBHC and will not be considered or permitted to be an officer, employee, or agent of BBHC. BBHC will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by BBHC in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.
  - c. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of BBHC and upon BBHC's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of BBHC shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of BBHC which shall not be unreasonably withheld. All such subcontracts shall conform to the requirements of this Contract.
  - d. BBHC shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency of the State of Florida or to a provider of BBHC's selection, upon giving thirty (30) days' prior written notice to the Provider. In the event the State of Florida approves BBHC's transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the lawful successors in interest of the Provider and BBHC.
  - e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all services of commodities produced or provided pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Provider's relationship with any subcontractor performing any work under this Contract shall be evidenced by a written agreement with a copy provided to BBHC. The Provider further agrees BBHC shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
  - f. The Provider shall include and incorporate, in all subcontracts (at any tier), the substance of all clauses contained in this Contract that mention or describe subcontractor compliance.
  - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from BBHC, the Provider shall make payments to such subcontractor within seven (7) working days after receipt of full or partial payments from BBHC in accordance with §287.0585, Florida Statutes, unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due. This obligation is merely a contractual requirement between the parties to this agreement and is not intended to give rise to a cause of action of any third parties.
9. Provider Indemnity. With respect to the subject of indemnification, Section 19 of PUR 1000 Form shall apply to this Contract, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this Contract," and the following additional terms will also apply:
- a. For any violation of infringement on a trademark, copyright, patent, trade secret or intellectual property right arising from this Contract, or, because it is not reasonably able to modify that product or secure BBHC the right to continue to use that product, the Provider shall indemnify BBHC, the State and their officers, agents, and employees from suits, actions, damages, and costs, including attorneys' fees, arising therefrom, or shall remove or shall replace that product with a non-infringing product BBHC determines to be of equal or better functionality or be liable for BBHC's cost in so doing.

- b. Further, to the extent permitted by State law, the Provider shall indemnify BBHC for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 25.c herein below, including litigation initiated by BBHC.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify BBHC after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding BBHC negligent may excuse the Provider of performance under this provision, in which case BBHC shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold BBHC harmless shall be to the extent permitted by §768.28, Florida Statutes, or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage as required pursuant to Part II.D.19. of the Handbook during the existence of this Contract and any renewal(s) and extension(s) thereof. If the Provider is a state agency or political subdivision as defined by §768.28(2), Florida Statutes, by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Provider certifies that it has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Contract in accordance with the provisions of §768.28, Florida Statutes. The limits of coverage maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Nothing herein is intended to serve as a waiver of sovereign immunity. Upon the execution of this Contract, the Provider shall furnish BBHC written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. BBHC reserves the right to require additional insurance as specified in this Contract and as may be required under the Prime Contract.
11. **Notice of Legal Actions.** The Provider shall notify BBHC of any and all legal actions taken against it or claims, or potential actions related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact BBHC. The Provider shall provide written notification to BBHC's Contract Manager within five (5) business days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. **Client Risk Prevention.** If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations as required pursuant to BBHC's Incident Reporting Policy (*Q1001, Incident Reporting*) which is located at <http://www.bbhcflorida.org>. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, elderly or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this provision is binding upon the Provider, its employees, agents, officers, and subcontractors.
13. **Emergency Preparedness Plan.** The Provider shall provide immediate notification to BBHC in the event of an emergency and/or upon activation of its Emergency Preparedness Plan submitted to BBHC in the Provider's Application for Pre-Qualification.
14. **Intellectual Property.** It is agreed all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of BBHC, in conjunction with and in accordance with the Prime Contract, fully compensated for by the Contract amount, and neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed by BBHC, in conjunction and in accordance with the Prime Contract, BBHC shall have exclusive rights to all data processing software falling within the terms of §119.084, Florida Statutes, which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then §1004.23, Florida Statutes, shall apply, but BBHC shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors for any resulting patented, copyrighted or trademarked work products.
  - a. If the Provider uses or delivers to BBHC for its use or the use of its employees, agents, or contractors any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by BBHC, its employees, agents or contractors during the term of this Contract and perpetually thereafter.
  - b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Florida Statutes, shall apply, but BBHC shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for so long as BBHC's contract with DCF remains in effect. Upon termination of BBHC's contract with DCF, BBHC's rights, privileges, and licenses of such materials shall revert to the State of Florida in accordance with BBHC's contract with DCF.
15. **Real Property.** Any BBHC funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to BBHC a security interest in the property at least to the amount of the BBHC funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of BBHC funding for this purpose, the Provider agrees that, if it disposes of the property before BBHC's interest is vacated, the Provider will refund the proportionate share of BBHC's initial investment, as adjusted by depreciation.

16. Publicity. Without limitation, the Provider and its employees, agents, and representatives will not, without prior written consent in each instance of BBHC or applicable State agency, use in advertising, publicity or any other promotional endeavor any BBHC or State of Florida mark (hereinafter referred to as the "State"); the name of BBHC's or the State's mark; the name of BBHC or the State or any State agency or affiliate or any officer or employee of BBHC or the State; or any BBHC or State program or service; or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by BBHC or the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.
17. Sponsorship. In the event such approval contemplated in Section 16 above, entitled "Publicity" is provided and as required by §286.25, Florida Statutes, if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), Broward Behavioral Health Coalition, Inc., and the State of Florida, Department of Children and Families". If the sponsorship reference is included within written material, the words "State of Florida, Department of Children and Families and Broward Behavioral Health Coalition, Inc." shall appear in at least the same size letters or type as the name of the organization. The Provider shall also include BBHC in all publicizing; advertising; describing; or referencing its program(s) related to this Contract.
18. Employee Gifts. The Provider agrees it will not offer to give or give any gift to any BBHC employee, agent or representative. As part of the consideration for this Contract, the parties intend this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to BBHC, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure its subcontractors, if any, comply with these provisions.
19. Invoices. The Provider shall submit invoices for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit invoices for any travel expenses in accordance with §112.061, Florida Statutes, or at such lower rates as may be provided in this Contract. The submission of invoices, reports or documentation, including the final invoice, required by this Contract for which the Provider is not able to meet the deadlines due to a BBHC technical issue may be extended upon receipt of a written extension request by the Provider to BBHC as provided in Paragraph 6 above. Extensions will be considered on a case by case basis and does not absolve the Provider from its responsibilities herein.
20. Final Invoice. The final invoice for payment shall be submitted to BBHC no more than fifteen (15) calendar days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and BBHC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto are approved by BBHC.
21. Financial Consequences. If the Provider fails to meet the minimum level of service or performance identified in this Contract, or that is customary for the industry, BBHC will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment; withholding payments until deficiency is cured; tendering only partial payments; applying liquidated damages to the extent this Contract so provides; imposition of penalties pursuant to Section 28; termination of the Contract pursuant to Section 29; and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.
22. Overpayments. The Provider shall return to BBHC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by BBHC and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from BBHC. In the event the BBHC first discovers an overpayment has been made, the Contract Manager, on behalf of BBHC, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest as provided in Section 23 below on the outstanding balance after BBHC notification or Provider's discovery thereof. Payments made for services subsequently determined by BBHC to not be in full compliance with contract requirements shall be deemed overpayments. BBHC shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to BBHC from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.
23. Payment on Invoices. Pursuant to §215.422, Florida Statutes, BBHC has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by BBHC, or the goods or services are received, inspected, and approved, a separate interest penalty set by Florida's Chief Financial Officer pursuant to §55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of 0.03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by BBHC and shall remain subject to subsequent audit or review to confirm contract compliance.

24. Records, Retention, Audits, Inspections and Investigations.

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by BBHC under this Contract.
- b. Retention of all client records; financial records; supporting documents; statistical records; and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer as may be required by law or regulation. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at Provider's expense and no additional cost to BBHC.
- c. Upon demand, at no additional cost to BBHC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 24.b. BBHC will maintain confidentiality of any applicable record or document consistent with the requirements of the Provider, such as confidential record or documents provided to BBHC will either be maintained securely, returned or destroyed, as may be applicable, upon completion of review or such activity for which the record or document was requested.
- d. These records shall be made available at all reasonable times for inspection; review; copying; or audit by BBHC, Federal, State, or other personnel duly authorized by BBHC.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by BBHC and State and Federal auditors, pursuant to 45 CFR, §92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents that are pertinent to this Contract, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to BBHC as specified in this Contract and in Part III of the Handbook, entitled "Monitoring and Audits."
- g. The Provider shall comply and cooperate immediately with any inspections; reviews; investigations; or audits deemed necessary by The Office of the Inspector General (§20.055, Florida Statutes).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections; reviews; copying; transfers; or audits based on any claim that any record is exempt from public inspection or is confidential; proprietary; or trade secret in nature; provided, however, this provision does not limit any exemption to public inspection or copying to any such record.

25. Public Records. The Provider shall allow public access to all documents; papers; letters; or other public records as defined in §119.011(12), Florida Statutes, as prescribed by §119.07(1), Florida Statutes, made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which BBHC may unilaterally terminate the Contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (such as reports, deliverables or work-papers, in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 25.b.
- b. The Provider must clearly label any portion of the documents, data, or records submitted it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret or with the appropriate exemption claimed. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. BBHC, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret or otherwise exempt in accordance with Section 25.b. Accompanying the submission shall be an updated version of the justification under Section 25.b, correlated specifically to redacted information, either confirming the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portion claimed to be trade secret or exempt. If the Provider fails to promptly submit a redacted copy, BBHC is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret or exempt information are exempt from inspection and copying under Florida's Public Records Law. To the extent permitted by State law, the Provider will indemnify BBHC, its officers, agents and employees, for any damages, claims, fees or fines imposed pertaining to the Provider's exertion of such exemption in the event Provider is unsuccessful in any such claims.
- e. As required by §119.0701, Florida Statutes, to the extent that the Provider is acting on behalf of BBHC within the meaning of §119.011(2), Florida Statutes, the Provider shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by BBHC in order to perform the service.
- ii. Upon request from BBHC's custodian of public records, provide to BBHC a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to BBHC.
- iv. Upon completion of the Contract, transfer, at no cost, to BBHC all public records in possession of the Provider or keep and maintain public records required by BBHC to perform the service. If the Provider transfers all public records to BBHC upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BBHC, upon request from BBHC's custodian of public records, in a format that is compatible with the information technology systems of BBHC.

f. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 622-8212 EXT. 1, OR BY EMAIL AT:**  
**SQUINTANA@BROWARDBEHAVIORALHC.ORG**  
**OR BY MAIL AT: BROWARD BEHAVIORAL HEALTH COALITION, INC.  
3521 W. BROWARD BLVD., FORT LAUDERDALE, FL 33312.**

26. Client Information. The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

27. Data Security. The Provider shall comply with the following data security requirements:

- a. The Provider shall continually assign an appropriately skilled individual to function as its Data Security Officer, and provide the identity of such individual to BBHC in writing in accordance with Paragraph 6 above. The Provider's Data Security Officer shall act as the liaison to BBHC's data security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any BBHC or DCF data system or information. The Provider's Data Security Officer will ensure user access to the data system or information has been removed from all terminated Provider employees, agents, or subcontractors, and deactivation requests are forwarded to BBHC upon termination of any Provider employee, agent, or subcontractor with access to a BBHC or DCF data system.
- b. The Provider shall provide the latest BBHC-approved security awareness training to its staff and subcontractors who have access to BBHC or DCF information and require completion within the timeframes provided by BBHC. BBHC shall communicate with Provider and identify such approved training requirements.
- c. All Provider employees, agents, or subcontractors who have access to BBHC or DCF information systems shall comply with all data security policies as set forth in BBHC's policies, copies of which are available at [www.bbhcflorida.org](http://www.bbhcflorida.org) and DCF Operating Procedure 50-2, a copy of which may be found at DCF's website [www.dcf.state.fl.us](http://www.dcf.state.fl.us) or at the following link:

<http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20050-xx%20Systems%20Management/CFOP%2050-02.%20Security%20of%20Data%20and%20Information%20Technology%20Resources.pdf>

Provider shall also sign the DCF Security Agreement Form CF 0114 annually. Form CF 0114 may be obtained from the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org).

- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in BBHC's data security policies and DCF Operating Procedures 50-2. If encryption of these devices is not possible, then the Provider shall assure unencrypted personal and confidential BBHC and DCF data will not be stored on unencrypted storage devices. The Provider shall require the same of all

subcontractors.

- e. The Provider shall provide written notification to BBHC as set forth in Paragraph 6 above as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential BBHC or DCF data. The Provider shall require the same notification requirements of all subcontractors.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential BBHC or DCF data as defined in §817.568, or §501.171, Florida Statutes. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by BBHC to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential BBHC or DCF data.

28. Financial Penalties for Failure to Take Corrective Action.

- a. BBHC shall apply and enforce, acting in the place of DCF, in accordance with the provisions of §402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code ("F.A.C."), corrective action plans required for non-compliance; non-performance; or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless BBHC determines extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment BBHC may deduct the amount of the penalty from invoices submitted by the Provider.

29. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by BBHC without cause upon no less than thirty (30) calendar days of notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this Contract become unavailable, BBHC may terminate this Contract upon no less than twenty-four (24) hours written notice to the Provider. BBHC shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, BBHC may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday; Sunday; and holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by BBHC specifying the nature of the non-compliance and the actions required to cure such non-compliance. In addition, BBHC may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. BBHC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. BBHC's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the BBHC's right to any remedies available at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with BBHC in a manner satisfactory to BBHC will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform on a contract with BBHC; been notified by BBHC of the unsatisfactory performance; and failed to correct the unsatisfactory performance to the satisfaction of BBHC; or (2) had a contract terminated by BBHC for cause. Termination shall be upon no less than twenty-four (24) hours written notice to the Provider.
- e. The Provider shall have the right to terminate this Contract for convenience upon ninety (90) days written notice to BBHC in the event funds necessary for performance under this Contract become unavailable or upon thirty (30) days written notice in the event of a material breach by BBHC.

All notices of termination provided under this Section or is otherwise set forth in the BBHC Provider Contract Handbook shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed prior to delivery of notice of termination.

30. Transition Activities. Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall complete all actions necessary to effectuate the transition of service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Transition Plan submitted to and approved by BBHC. Such activities will be without additional compensation and will include consultation on the resources needed to support transition; identification of a Transition Manager; the characteristics of transactions; and data and file transfer procedures.
31. Dispute Resolution. Any dispute concerning performance of the Contract or payment hereunder shall be decided by BBHC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution BBHC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures as set forth below or another mutually agreed to alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 29.
- a. All notices provided by BBHC under Section 31 shall be in writing on paper, physically sent to the person identified in Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.
  - b. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this Contract, each party shall designate one person with the requisite authority to act as its representative for dispute resolution purposes. Each party shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the BBHC's Chief Executive Officer (CEO) and the Provider's designated administrative official. Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.
  - c. If BBHC and the Provider are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the DCF Regional Manager for Substance Abuse and Mental Health who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Broward County, Florida.
32. Other Terms.
- a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, except for notices of termination pursuant to Section 29, communication may be effectuated by email, and attachments are deemed received when the email is received.
  - b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract with venue lying in Broward County, Florida. Unless otherwise provided in Part II of the Handbook, entitled "Service Provision Detail" or in any amendment hereto, any amendment, authorized extension or renewal may be executed in counterparts.
  - c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in §946.515(2) and (4), Florida Statutes. For purposes of this Contract, the Provider shall be deemed to be substituted for BBHC and DCF insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
  - d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of §403.7065, Florida Statutes.
  - e. Where accreditation is generally accepted nationwide as a clear indicator of quality service, BBHC providers will either be accredited or have a plan to meet national accreditation standards within a reasonable period of time, if the provider delivers an applicable service.
  - f. In the event the Provider participates in the Temporary Assistance to Needy Families ("TANF") Program, the Provider shall be trained by BBHC in the TANF mandatory requirements. The Provider agrees to participate in the DCF initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter the workforce and sustain gainful employment adopted by BBHC.

- g. **Transitioning Young Adults:** When applicable, the Provider agrees to assist any youth it serves aging out of the dependency system through participation with the local Community-Based Care Lead Agency Independent Living Program to offer/aid in identifying gainful employment.
  - h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
  - i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.
  - j. **Survival of terms.** The parties agree that, the obligations of Sections 19, 23 and 36 of this Contract, as well as Part IV of the Handbook, entitled "HIPAA"- and all provisions of indemnification of either party shall survive the expiration or earlier termination of this Contract.
  - k. **Most Favored Party Status.** The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to BBHC than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract; contract amendment; or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to BBHC, which prices or terms shall be effective as an amendment to this Contract upon BBHC's written acceptance thereof. Should BBHC discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments, or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31 of each year during the term of this Contract attesting the Provider is in compliance with this provision, as required by §216.0113, Florida Statutes.
  - l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to BBHC or a provider of services to BBHC.
  - m. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:
    - i. This Contract;
    - ii. Part II of the Handbook, entitled "Service Provision Detail" and other provisions of the Handbook;
    - iii. Any documents incorporated into this Contract or any attachment by reference;
33. **Modifications.** Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in BBHC's operating budget.
34. **Additional Requirements of Law, Regulation, and Funding Source.** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract. The Provider acknowledges it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.
- a. **Federal Law**
    - i. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.
    - ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 2 CFR, Part 200, if applicable.
    - iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) §7401, et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to BBHC.
    - iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Certification Regarding Lobbying form (DCF Standard Form LLL) is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.
    - v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-

Children Act of 1994 (20 U.S.C. §§6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

- vi. Unauthorized aliens shall not be employed. BBHC shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. §1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by BBHC. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract located at <http://www.uscis.gov/e-verify>.
  - vii. The Provider shall comply with the National Voter Registration Act of 1993; s. 97.058, F.S., and Rule 1S-2.048, F.A.C. that requires, in part, that public offices which serve individuals who meet established criteria are offered the opportunity to register to vote and/or update voter registration information. Specific reporting criteria are available on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org). The Provider shall submit on a monthly basis to the BBHC Contract Manager its National Voter Registration Monthly Report by submission of the form entitled "Monthly Voter Registration Services Report" found on BBHC's website.
  - viii. The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. §1320d) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR §164.504(e), the Provider shall comply with the provisions of Part IV of the Handbook, entitled "HIPAA", governing the safeguarding, use, and disclosure of Protected Health Information ("PHI") created, received, and maintained and transmitted by the Provider or its subcontractors' incidental to the Provider's performance of this Contract.
- b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race; color; religion; sex; national origin; disability; age; or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91; Title VII of the Civil Rights Act of 1964; or the Florida Civil Rights Act of 1992, as applicable and as contained in DCF Operating Procedure 60-16. These requirements shall apply to all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
  - c. Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of §§11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
  - d. Public Entity Crime and Discriminatory Contractors. Pursuant to §§287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
  - e. Health Insurance Portability and Accountability Act. The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S. C. §1320d) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Any violation shall be reported to BBHC as required in Paragraph 6 above within three (3) calendar days of identifying the violation.
  - f. Whistleblower's Act Requirements. In accordance with §112.3187, Florida Statutes, the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates a substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees they and other persons may file a complaint with Florida's Office of Chief Inspector General, DCF's Inspector General, the Florida Commission on Human Relations, or Florida's whistleblower's hotline number at 1-800-543-5353.
  - g. Support to the Deaf or Hard-of-Hearing.
    - i. The Provider and its subcontractors, where direct services are provided, shall comply with §504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as implemented by 45 C.F.R. Part 84 ("Section 504"), the Americans with Disabilities Act of 1990, 42 U.S.C. §12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and DCF Operating Procedure ("CFOP") 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

- ii. If the Provider or any of its subcontractor's employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into DCF's HHS Compliance reporting Database at [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html), by the 5<sup>th</sup> calendar day of the following month for which services were provided. A copy of the Report confirmation shall be submitted to the BBHC Contract Manager in accordance with Part VIII of the Handbook, entitled "Required Reports", by the 5<sup>th</sup> calendar day of the following month for which services were rendered.
  - iii. The Provider shall contractually require its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
  - iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file. The Provider shall direct service employees successfully complete the online training entitled "Serving our Customers who are Deaf or Hard of Hearing" found at <http://www.myfifamilies.com/service-programs/deaf-and-hard-hearing/training> and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
  - v. The Provider's Single Point of Contact shall ensure conspicuous Notices, which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.myfifamilies.com/service-programs/deaf-and-hard-hearing/dcf-posters>.
  - vi. The Provider and its subcontractors shall document the client's or his/her companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the DCF Office of Civil Rights.
  - vii. If the client or his/her companion is referred to another agency, the Provider shall ensure the receiving agency is notified of the client's or his/her companion's preferred method of communication and any auxiliary aids/service needs.
35. Rights of Third Parties. Nothing in this Contract, whether expressed or implied, is intended or should be construed to confer or grant to any persons or entities, except the provider and BBHC, and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege in connection with this Contract or any provision of it. This Contract inures to the benefit of, and is binding upon, each party's permitted assignees and successors interest.
  36. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes, as amended. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.
  37. Place of Performance. All obligations of the Provider under the terms of this Contract are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
  38. Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.
  39. Legal Representation. It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
  40. SOAR Requirements. As required in Part XXIV of the Provider Handbook, entitled "SOAR Requirements," the Provider shall participate in SSI/SSDI Outreach, Access, and Recovery (SOAR), however, the parties agree that the Provider is not required to have a full time dedicated SOAR Case Worker.
  41. Electronic Signatures. If electronic signatures are utilized by the parties, each party agrees that the Electronic Signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (§ 668.001 et seq., Fla. Stat.) and the Uniform Electronic Transaction Act (§ 668.50, Fla. Stat.) as may be amended from time to time. In the event that electronic signatures are not utilized, this paragraph shall not apply.
  42. All Terms and Conditions Included. This Contract including all exhibits attached to this Agreement, BBHC's Operating Procedures

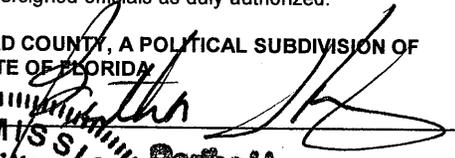
Manual for Providers located at BBHC's website at [www.bbhcflorida.org](http://www.bbhcflorida.org); the BBHC Provider Contract Handbook; and any materials referenced herein, together with any documents incorporated by reference, including but not limited to the Prime Contract, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN SECTION 42.

IN WITNESS THEREOF, the parties have caused this contract, attachments, exhibits, and any documents referenced herein, to be executed by their undersigned officials as duly authorized.

BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BROWARD BEHAVIORAL HEALTH COALITION, INC.

SIGNED:   
NAME: Bertha Henry  
TITLE: County Administrator

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

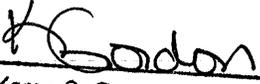
DATE: \_\_\_\_\_

CREATED  
DATE: OCT 1st 2018  
Federal Tax ID# (or SSN) Provider 59-6000053

Provider Fiscal Year Ending Date 9/30

**THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES**

Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney

By  6/18/18  
Karen S. Gordon, Assistant County Attorney



## Substance Abuse and Mental Health Required Performance Outcomes and Outputs, Target Population

Block	Population	Program	Fund	Target Population	Target	Contract Notes
AMH	Adult	Mental Health	DCF	Adults with Forensic Involvement	46	
AMH	Adult	Mental Health	DCF	Adults with Severe & Persistent Mental Illness	84	
(All)				<i>Total Persons Served</i>	130	



## Substance Abuse and Mental Health Required Performance Outcomes and Outputs, Performance Measures Outcomes

Block	Code	Performance Measures Description	Target	Contract Notes
AMH	MH742	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	
AMH	MH743	Percent of adults in forensic involvement who live in stable housing environment	67%	
(All)	BBHC21	Case Managers will attend at least 95% of the South Florida Monthly Discharge or treatment plan meetings at the State Hospital, as reported by State Hospital Staff.	95%	
(All)	BBHC28	Case Managers will attend at least 95% of the monthly concurrent reviews and follow through with 100% of the recommendations from prior month.	95%	
(All)	BBHC49	Proposed in Program Description: Clients are empowered to achieve personal goals and objectives. Ninety-five percent (95%) of clients with a comprehensive service and/or treatment plan will attain at least one goal or objective per quarter.	95%	
(All)	M0759	Percent of persons receiving state-contracted service event records which have matching initial (applicable purposes) admission records in the Substance Abuse and Mental Health Information System (SAMHIS) will be at least 100%	100%	



## Funding by Program and Activity

Block	Population	Program	Fund	Service Type	Code	Covered Service	Rate	Contract Notes
AMH	Adult	Mental Health	DCF	Client	1	Assessment	\$83.25	
AMH	Adult	Mental Health	DCF	Client	2	Case management	\$65.83	
AMH	Adult	Mental Health	DCF	Client	28	Incidental Expenses	\$1.00	
AMH	Adult	Mental Health	DCF	Client	8	In-Home/ On-Site Services	\$73.55	
AMH	Adult	Mental Health	DCF	Client	47	Recovery Support – Group	\$12.68	
AMH	Adult	Mental Health	DCF	Client	46	Recovery Support – Individual	\$50.73	

## Funding Detail

DCF OCA	OCA	Block	Fund	Recur	Description of Funding	Allocation	Contract Notes
MH000	MHA09	AMH	DCF	Yes	Non-Residential Services - Recovery & Resiliency	\$445,348.00	
<i>AMH Subtotals for Adult Mental Health</i>						<i>\$445,348.00</i>	
<i>(All) Total for all DCF OCA Codes</i>						<i>\$445,348.00</i>	
<i>(All) Total Uncompensated units</i>						<i>\$89,069.60</i>	
<i>(All) Grand Total</i>						<i>\$534,417.60</i>	

### Funding Detail, Adjustment History

Fiscal Year	Date	Adjustment Notes
FY1314	10/1/2013	\$404 is reduced from AMH-ARRS1 due to lapses, recurring.
FY1314	3/9/2014	\$150,000 is reduced from AMH-MHA09 due to projected lapse, 1-time only.
FY1415	4/24/2014	\$150,000 reduced from AMH-MHA09 due to projected lapse is reinstated.
FY1617	5/31/2016	Broward County Elderly & Veterans Services (BCEVS) and Broward Addiction Recovery Center (BARC) contracts are combined into one contract.
FY1617	5/31/2016	The contract is now with the Broward County Human Services Department.
FY1617	5/31/2016	BARC will be responsible for all Substance Abuse Services, Match = \$355,485
FY1617	5/31/2016	BCEVS will be responsible for all Mental Health Services, Match = \$33,919
FY1617	3/30/2017	\$40,000 is reduced from MHA09 based on projected lapsed funds.
FY1718	7/1/2017	Amendment 1: Match Calculation are as follows: Elderly: Total budget=527,672, Exempt=453165, Match =1/3 rd of the balance =\$24,836
FY1718	8/16/2017	\$21,162 is reduced from BEVS MHA09 due to lapse-recurring.
FY1718	11/1/2017	Amendment 2: Match Calculation are as follows: Elderly: Total budget=527,672, Exempt=432,003, Match =1/3 rd of the balance =\$24,836
FY1718	3/1/2018	Amendment 3: Match Calculations are as follows: Elderly: Total budget=527,672, Exempt=245,003, Match =1/3 rd of the balance =\$24,836
FY1718	3/14/2018	\$187,000 is reduced from Elderly & Veterana's services, 1-time only.
FY1819	2/7/2018	\$61,162 is reduced from MHA09 due to repeat lapse.
FY1819	4/23/2018	Local match is recalculated.

### Funding Detail, Local Match

Fund Type Description	Funding	Contract Notes
Deinstitutionalization Project	\$401,517.00	
Total Funds Not Requiring Match	\$401,517.00	
Total Regular Local Match	\$14,610.00	

Local Match Plan

REQUIRED MATCH:	RATE	AMH		CMH		ASA		CSA	
		UNITS	MATCH	UNITS	MATCH	UNITS	MATCH	UNITS	MATCH
<b>01 Assessment</b>	\$ 83.25	115.44	\$ 9,610.00						
<b>02 Case Management</b>	\$ 65.83	-	\$ -						
03 Crisis Stabilization									
04 Crisis Support/Emergency									
05 Day Care									
06 Day/Night									
07 Drop-In/Self Help Centers									
08 In-Home & On Site									
11 Intervention - Individual									
12 Medical Services									
14 Outpatient - Individual									
15 Outreach									
16 Prevention									
18 Residential Level I									
19 Residential Level II									
20 Residential Level III									
21 Residential Level IV									
22 Respite Services									
24 Substance Abuse Detoxification									
25 Supported Employment									
26 Supportive Housing/Living									
27 TASC									
28 Incidental Expenses - General									
28 Incidental Expenses - FACES									
<b>28 Incidental Expenses - Forensic</b>	\$ 1.00	5,000.00	\$ 5,000						
29 Aftercare - Individual									
30 Information and Referral									
34 FACT Team									
35 Outpatient - Group									
36 Room & Board Level I									
37 Room & Board Level II									
38 Room & Board Level III									
39 Short-term Residential Treatment									
40 Mental Health Clubhouse Services									
42 Intervention - Group									
43 Aftercare - Group									
<b>46 Recovery Support - Individual</b>	\$ 50.73	-	\$ -						
<b>47 Recovery Support - Group</b>	\$ 12.68	-	\$ -						
48 Clinical Supervision for EBP									
<b>MATCH ALLOCATION:</b>			\$ 14,610		\$ -		\$ -		\$ -
<b>GRAND TOTAL:</b>	\$ 14,610.00								