

**AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD BEHAVIORAL HEALTH COALITION, INC.
FOR CONSULTATION SERVICES FOR ONE COMMUNITY PARTNERSHIP 3**

Agreement Number: 20-CP-CSA-8541-01

This Agreement (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Broward Behavioral Health Coalition, Inc., an active nonprofit Florida corporation (“Consultant”). County and Consultant are collectively referred to as the “Parties.”

RECITALS

A. This Agreement enables Consultant to provide services not otherwise funded by any other public funding source.

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

Now, therefore, in consideration of the mutual terms, conditions, promises, covenants, and payments set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Clients** mean individuals served under this Agreement as described in Exhibit C-1, “Scope of Services.”
- 1.3 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4 **Contract Administrator** means the Broward County Administrator, the director or deputy director of the Broward County Human Services Department, or the director of the Human Services Department division administering the Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Consultant and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **Human Services** means the Broward County Human Services Department.

- 1.8 **Provider Handbook** means County’s Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as amended from time to time by County; the Provider Handbook is incorporated by reference into this Agreement.
- 1.9 **Repository** means County’s Human Services Department Repository within the Office of Evaluation and Planning, located in the Government Center at 115 South Andrews Avenue, Room 318, Fort Lauderdale, Florida 33301.
- 1.10 **SAMHSA** means the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
- 1.11 **Services** means all work required by the consultant under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibits C-1 and C-2.
- 1.12 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Consultant must perform all work identified in this Agreement as further detailed in Exhibits C-1 and C-2. Consultant must provide Services in accordance with the principles and standards of Substance Abuse and Mental Health Services Administration (SAMHSA) grant No. 1H79SM082386-01, which is incorporated herein by reference, and must abide by the applicable policies and procedures of County.
- 2.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to provide the Services. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Services that, in Consultant’s opinion, is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant must notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work will be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval will be at no additional cost to County.
- 2.3 Consultant must provide County with all required reports within the time frames indicated in Exhibit E for the duration of this Agreement. The format for the written report will be as requested by the Contract Administrator.
- 2.4 Consultant must maintain a complete and accurate record of all Services rendered pursuant to this Agreement. Consultant must maintain an accurate time log of all hours

worked under this Agreement along with the date and location where the Services were performed for County. Consultant must retain all records and logs required to be maintained for the period of time set forth in the Audit Rights and Retention of Records section of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

- 3.1 Term. The term of this Agreement commences on September 30, 2019 (“Effective Date”), and ends on September 29, 2020 (“Initial Term”). The Agreement may be renewed for up to three (3) one-year periods (each individually referred to as an “Option Period”) at the sole option of the Contract Administrator. The Contract Administrator must notify Consultant of renewal in writing no less than thirty (30) business days prior to the expiration of the then-current term of the Agreement.
- 3.2 Continuity of Services. In the event County elects to extend the term of this Agreement beyond the then-current term, Consultant must continue to provide the Services upon the same terms and conditions set forth in this Agreement for such extended period, which must not be more than six (6) months beyond the then-current term. Consultant will be compensated for the Services at the rate in effect when the extension was invoked by County. If County elects and the Board approves the extension, the County Administrator will exercise such extension by a formal amendment to this Agreement.
- 3.3 Option Period Election. Consultant understands and acknowledges that the Contract Administrator’s decision to exercise any Option Period will be contingent upon, but not limited to, the following:
- A. Continued demonstrated and documented need for the Services;
 - B. Satisfactory program performance by Consultant;
 - C. Demonstrated financial stability of Consultant; and
 - D. The availability of funds from County in accordance with Chapter 129, Florida Statutes.

Consultant acknowledges that County, in its sole discretion, will determine whether the contingencies have been fulfilled prior to the Contract Administrator exercising County’s option to renew the Agreement for any subsequent renewal period.

- 3.4 Renewal. Consultant understands and acknowledges that, although its performance under this Agreement will be considered by County in evaluating future or additional funding requests, County funding under this Agreement relates exclusively to the Initial Term and that County, by entering into this Agreement with Consultant, assumes no obligation whatsoever with respect to further or future funding to Consultant.

ARTICLE 4. COMPENSATION

- 4.1 Maximum Funding. The maximum annual amount of compensation payable for the Initial Term and each Option Period, if exercised, under this Agreement must not exceed Nine Hundred Twenty-five Thousand Six Hundred Fifty Dollars (\$925,650.00).
- 4.2 Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Consultant to maximize returns on the expenditure of County funds ("Contract Adjustment"). Such adjustments may be made by the Human Services director or deputy director in writing and in accordance with this section, and must include corresponding revisions to the maximum units of service and minimum number of Clients served, as applicable.
- 4.2.1 Any Contract Adjustment increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the Human Services director or deputy director and Consultant, using a standard Contract Adjustment in the form attached as Exhibit F.
 - 4.2.2 Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the Human Services director or deputy director and Consultant after the Board has approved the funding increase.
 - 4.2.3 All Contract Adjustments issued pursuant to this Agreement must contain, at a minimum, the following information and requirements:
 - A. A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served).
 - B. Any other additional instructions or provision relating to the Services authorized pursuant to this Agreement.
 - C. Contract Adjustments must be dated, sequentially numbered, and signed by both Parties and must expressly reference this Agreement.
- 4.3 Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant must release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant must include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.
- 4.4 Invoices. County will pay the applicable rate for Services that Consultant actually delivered, contracted with subconsultants, invoiced, and documented as specified in

Exhibit C-1 and Exhibit C-3. An original invoice with supporting documentation and Exhibit B are due to County from Consultant on or before the 15th day of the month beginning the first month following execution of this Agreement, unless otherwise approved in writing by the Contract Administrator.

To be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form prescribed by County in Exhibit D, "Invoice." Invoices or documentation returned to Consultant for corrections will be cause for delay in receipt of payment. Late submission will result in delay in Consultant's receipt of payment. County must pay Consultant within thirty (30) calendar days of receipt of Consultant's properly submitted invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct any monies due to Consultant from any outstanding invoice due pursuant to this Agreement, if County identifies money due from Consultant through monitoring or other situation.

- 4.5 Invoice Certification. Consultant must sign the certification statement on the monthly invoice prior to submitting the invoice to County.
- 4.6 Final Invoice. Any invoice submitted by Consultant that is not properly submitted within forty-five (45) calendar days of the expiration of any term of this Agreement or within forty-five (45) calendar days of termination of this Agreement will not be payable unless an extension has been granted in writing by the Contract Administrator. Submission of an accurate invoice, timely documentation, and other requested information as required by County may be considered as a factor in evaluating future funding requests. Invoices or documentation returned to Consultant for corrections will not be considered as properly submitted and will be cause for delay in receipt of payment by Consultant.
- 4.7 Payments. County will make all payments solely in the name of Consultant as the official payee. The name, address, and telephone number to whom payment will be made on behalf of Consultant are as follows:

Payee: Broward Behavioral Health Coalition, Inc.
Address: 3521 West Broward Blvd., Suite 206
Lauderhill, Florida 33312
Telephone: 954-622-8121

Consultant must advise the Contract Administrator in writing of any changes in address or telephone number, including changes of administrative and service locations.

- 4.8 Suspension of Payment. County, through its Contract Administrator, in his or her sole discretion, may suspend payments to Consultant if Consultant does not comply with material terms of this Agreement. Suspension of payment must be in writing and may last through the duration of noncompliance by Consultant as determined solely by the Contract Administrator. Any suspended payments will not be subject to the payment of interest by County.

- 4.9 Payer of Last Resort. Consultant represents to County that no other reimbursement or payment is available or will be received by Consultant for any Services invoiced to County, and County has relied upon that representation.

ARTICLE 5. INSURANCE

- 5.1 For the duration of the Agreement, Consultant must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit G in accordance with the terms and conditions of this article. Consultant must maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.
- 5.2 Consultant must ensure that "Broward County" is listed as an additional insured on all policies required under this article.
- 5.3 Within fifteen (15) days after the full execution of this Agreement or at least fifteen (15) days prior to commencement of Services, whichever is later, Consultant must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 5.4 Consultant must ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverages. Consultant must ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 5.5 Consultant must ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 5.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit G, County will be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article must provide primary coverage and must not require contribution from any County insurance, self-insurance or otherwise, which must be in excess of and must not contribute to the insurance required and provided by Consultant.

- 5.7 Consultant must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit G and submit to County's Risk Management Division for approval. Consultant will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.
- 5.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against County and agrees to obtain same in an endorsement of Consultant's insurance policies.
- 5.9 Consultant must require that each Subconsultant is adequately insured for the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant must also require that all such Subconsultants comply with these requirements and list "Broward County" as an additional insured under the applicable insurance policies.
- 5.10 In the event Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant.
- 5.11 Any required workers' compensation or employer's liability insurance must include any applicable federal or state employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act. Any required professional liability insurance must include coverage for all claims that are reported within at least three (3) years following the expiration or termination of this Agreement, unless a longer period is indicated in Exhibit G.

ARTICLE 6. INDEPENDENT CONTRACTOR

- 6.1 Consultant is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing the Services, Consultant or its agents are not agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant, therefore, acknowledges the following:
 - A. Consultant must employ and direct such personnel as required to perform Services in this Agreement;
 - B. Consultant must secure any and all permits and licenses that may be required in order to perform the Services described in Exhibit C-1, "Scope of Services";
 - C. Consultant must exercise full and complete authority over Consultant's personnel;

- D. Consultant must comply with all workers' compensation, federal and state income and employment taxation laws, employers' liability, and other federal, state, County, and municipal laws, ordinances, rules and regulations, required of any employer performing these Services; and
 - E. Consultant must make all reports and remit all withholding or other deductions from the compensation paid its personnel as required by any federal, state, County, or municipal law, ordinance, rule, or regulation.
- 6.2 No County employment benefits will be available or furnished to Consultant or Consultant's employees or personnel. Consultant will not be responsible for any employment benefits related to any employees or personnel hired or retained by County.

ARTICLE 7. INDEMNIFICATION

Consultant must indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this article survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld will not be subject to payment of interest by County.

ARTICLE 8. NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via certified U.S. first-class mail, return receipt requested, hand delivery with written confirmation of receipt, or commercial overnight delivery with proof of delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand delivery. The addresses for notice must remain as set forth in this article unless and until changed by providing notice of such change in accordance with the provisions of this article:

County:

Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301
Email Address: dacunningham@broward.org

Consultant:

Chief Executive Officer, Broward Behavioral Health Coalition, Inc.
3521 West Broward Blvd., Suite 206
Lauderhill, Florida 33312
Email Address: silvia.quintana@browardbehavioralhc.org

Each party must notify the other in writing of any changes in the name, title, or address for that party using the procedures stated in this article.

ARTICLE 9. TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in written notice provided by County, which termination date must be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Consultant is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Consultant is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 9.3 Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be verbal notice that will be promptly confirmed in writing.
- 9.4 In the event this Agreement is terminated for convenience, Consultant will be paid for any Service properly performed under the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Consultant, for County's right to terminate this Agreement for convenience.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due Consultant will be withheld by County until Consultant has provided all documents required to be provided to County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant must include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2 Consultant must comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article will constitute a material breach of this Agreement, which will permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 10.3 Although no CBE goal has been set for this Agreement, County encourages Consultant to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES

- 11.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.
- 11.2 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date of this Agreement, unless otherwise expressly disclosed by Consultant.
- 11.3 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.4 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates,

factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation those made by Consultant during the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 11.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.
- 11.6 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 11.7 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 11.8 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.
- 11.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

11.10 Breach of Representations. County materially relies on the representations, warranties and certifications of Consultant stated in this article in entering into this Agreement. County will be entitled to recover any damages it incurs to the extent any such representation or warranty is false. In addition, if any such representation, warranty or certification is false, County will have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

ARTICLE 12. MISCELLANEOUS

12.1 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services will be owned by County and will be deemed works for hire; if the Services are determined not to be a work for hire, Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, will become the property of County and must be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant must ensure that the requirements of this section are included in all agreements with its Subconsultants.

12.2 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement will become the property of County, whether the project for which they are made is completed or not, and must be delivered by Consultant to the Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

12.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant must:

12.3.1 Keep and maintain public records required by County to perform the Services under this Agreement;

12.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the

duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

- 12.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the Services. If Consultant transfers the records to County, Consultant must destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County must refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, DACUNNINGHAM@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.

- 12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Agreement. Consultant and its Subconsultants must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant and its Subconsultants must make same available in written form at no cost to County.

Consultant and its Subconsultants must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Consultant hereby grants County the right to conduct such audit or review at Consultants' place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Consultant in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultants.

- 12.5 Assignment. All Subconsultants must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Consultant without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to terminate this Agreement in accordance with the provisions of Article 9, in addition to any other rights and remedies available to County at law or in equity.
- 12.6 Conflicts. Neither Consultant nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons will not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by the legal process. The limitations of this section will not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, Consultant must require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

- 12.7 Law, Jurisdiction, Venue, 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, CONSULTANT 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.**
- 12.8 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 executed with the same formality and of equal dignity. However, the Human Services director or deputy director may execute amendments or Contract Adjustments to the insurance requirements, to any of the exhibits, and to the dollar amount subject to Article 4.
- 12.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in the Agreement; and the Parties acknowledge that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties acknowledge that no deviation from the terms in the Agreement is predicated upon any prior representations or agreements whether oral or written.
- 12.10 Compliance with Laws. Consultant and the Services must comply with all federal, state, local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities, and obligations related to this Agreement.
- 12.11 Joint Preparation. This Agreement has been jointly prepared by the Parties, and will not be construed more strictly against either party.
- 12.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or

incorporated into this Agreement, the provisions of Articles 1 through 12 of this Agreement will prevail and be given effect.

12.13 Payable Interest.

12.13.1. Payment of Interest. County will not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance of this provision, Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection will not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.13.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.14 Incorporation by Reference. The attached Exhibits and applicable portions of the Provider Handbook are incorporated into and made a part of this Agreement.

Consultant shall abide by all of the applicable SAMHSA grant principles, standards, and requirements, including the County SAMHSA Grant No. 1H79SM082386-01, and Consultant acknowledges that such covenants and representations are part of, and are incorporated by reference into this Agreement.

12.15 Materiality and Waiver of Breach. County and Consultant acknowledge that each requirement, duty, and obligation set forth in this Agreement was bargained for at arms-length and is agreed to by the Parties. 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 shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.16 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of consultant-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue in writing interpretations to all program consultants. If Consultant identifies a programmatic contract provision that requires interpretation in order for Consultant to understand its obligations, Consultant must submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to Consultant within a reasonable time after any request by Consultant for an interpretation. The Contract Administrator’s programmatic interpretations will be conclusive and final.

- 12.17 Publicity. Consultant is authorized by this Agreement to use the name of County in the name of “Broward County” in any advertising materials concerning publicity and promotion of Consultant related to the Services funded by this Agreement. Consultant further acknowledges that all advertisements, press releases, or other type of publicity activities concerning the Services funded by this Agreement, undertaken by Consultant in connection with this Agreement, must include the following statement:

The services provided by Broward Behavioral Health Coalition, Inc., is a collaborative effort between Broward County and Broward Behavioral Health Coalition, Inc., with funding provided by the Broward County Board of County Commissioners under an Agreement.

- 12.18 Third-Party Beneficiaries. Neither County nor Consultant intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 12.19 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for the Services as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of the Contract Administrator to change key staff. Consultant must provide the Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating key staff qualifications. If the Contract Administrator desires to request removal of any of Consultant’s staff, the Contract Administrator must first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant must use good faith efforts to remove or reassign the staff at issue.
- 12.20 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

- 12.21 HIPAA Compliance. It is expressly understood by the Parties that County personnel and their agents have access to protected health information, in any form or electronic media (“PHI”) that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related regulations. In the event Consultant is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Consultant must fully protect individually identifiable health information as required by HIPAA and, if requested by County, must execute the current form Business Associate Addendum for the purpose of complying with HIPAA. Where required, Consultant must handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its “Notice of Privacy Practices” notice of Consultant’s and County’s uses of Client’s PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Addendum(s) on its behalf. Consultant must ensure that the requirements of this Article are included in all agreements with its Subconsultants.
- 12.22 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Services. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County’s regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a party to this Agreement.
- 12.23 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 12.24 Use of County Logo. Unless otherwise indicated in this Agreement, Consultant must not use County’s name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.
- 12.25 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, constitutes one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____ 20__, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor
____ day of _____, 2020

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

By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

By: _____
Daniel W. French (Date)
Deputy County Attorney

KSG/bh
OCP3 BBHC-FY2020
02/12/2020
#494254.1

AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD BEHAVIORAL HEALTH COALITION, INC., FOR CONSULTATION SERVICES FOR ONE COMMUNITY PARTNERSHIP 3

CONSULTANT

WITNESS

Broward Behavioral Health Coalition, Inc.

(Signature)

By: _____
Silvia Quintana, CEO

Print Name of Witness

_____ day of _____, 2020

WITNESS

ATTEST:

(Signature)

Corporate Secretary or other person
authorized to attest

Print Name of Witness

(CORPORATE SEAL OR NOTARY)

EXHIBIT A
DRUG-FREE WORKPLACE CERTIFICATION

Agreement Number: 20-CP-CSA-8541-01

The undersigned Consultant certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee must:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice must include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Consultant certifies that it does not have any employees, neither does Consultant intend to retain any employees, and therefore is not required to comply with the drug free workplace act. Consultant certifies that [he/she] is and will remain drug free throughout the term of this Agreement.

(Consultant Signature)

(Name and title of signator)

(Consultant Name)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

(NOTARY SEAL)

Signature of Notary Public

Print, Type or Stamp Name of Notary

(NOTARY SEAL)

My commission expires:

[Remainder of page intentionally left blank]

EXHIBIT B - CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

Agreement Number: 20-CP-CSA-8541-01

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant will pay all Subconsultants and suppliers in accordance with Article 4, "Compensation," of this Agreement, except as provided in paragraph 2 below.
2. The following Subconsultants will be paid within fifteen (15) calendar days following receipt of payment from County for such subcontracted work and receipt of a properly submitted invoice from the Subconsultant. Consultant must submit to County documentation evidencing proof of the payments made to its Subconsultants and suppliers by submitting ledgers, bank statements, canceled checks or direct payment deposits in the following months invoice from the date Consultant actually paid its Subconsultants and suppliers.

Subconsultant's or supplier's name and address	Date of invoice	Amount of invoice
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned is authorized to execute this Certification on behalf of Consultant.

enter Consultant Name

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

(NOTARY SEAL)

Signature of Notary Public

Print, Type or Stamp Name of Notary

EXHIBIT C-1
SCOPE OF SERVICES

Consultant: Broward Behavioral Health Coalition, Inc.
Agreement Number: 20-CP-CSA-8541-01
Program Name: One Community Partnership 3 (OCP3)

I. Scope of Services:

- A. Program Description: Consultant will implement the One Community Partnership 3 (“OCP3”) program as referenced in the SAMHSA application and in accordance with all requirements identified in the SAMHSA Notice of Award Letters, both of which are incorporated by reference into this Agreement and provided to Consultant prior to execution of this Agreement. Consultant will perform all programmatic activities of the OCP3 Program, which will expand and enhance the delivery of school and child welfare services to youth with serious emotional disturbance (“SED”) and those with early signs and symptoms of serious mental illness (“SMI”), including first episode psychosis, their families and caregivers. Consultant will build and incorporate evidence-based (“EB”) mental health service capacity within both systems, increase youth and family engagement services and recovery supports, as well as increase youth functioning in daily life. Consultant will assist in creating a youth and family driven recovery-oriented community. This will enable youth with complex needs to remain in the least restrictive setting, achieve wellness and recovery, as well as successfully transition to adulthood.

Consultant will perform all programmatic activities of OCP3 (as identified in the SAMHSA application and Exhibit C-2 Required Activities, Deliverable and Timelines) that are necessary to develop a comprehensive plan for transitioning SED adolescents and young adults and those with early signs and symptoms of SMI, including first episode psychosis, and their families. Consultant will contract with Subconsultants as specified in this Agreement.

- B. Target Population: Adolescents and young adults, ages 12-21 with SED, or those with early signs and symptoms of SMI, including first episode of psychosis, and their families/caregivers.
- C. Consultant will perform all services by and through employees, subconsultants, or agents of Consultant.

II. Other Requirements:

- A. Federal Requirements - Consultant will:
1. Track and account for all in-kind donated service, volunteers, and staff time worked on the Services required under this Agreement; maintain the documentation of same for County and federal monitoring/auditing purposes; and submit the documentation quarterly to the Contract Administrator.

2. Collect and submit data and documentation for non-federal match funds on a quarterly basis as referenced in the SAMHSA application, from Broward Behavioral Health Coalition (“BBHC”) with South Florida Wellness Network (“SFWN”) in the amount of \$121,228.00; from Broward County Public Schools (“BCPS”) in the amount of \$247,580; from ChildNet (“CN”) in the amount of \$297,192; and from the Children’s Services Council of Broward County (“CSC”) in the amount of \$334,000 as the data and documentation relates to the project. Submit the data and documentation to County following the end of each SAMHSA FY calendar (09/30 to 09/29) quarter.
3. Collect data and submit performance and progress reports in accordance with SAMHSA and County requirements and submit monthly invoices with supporting data to County.
4. Enter annual goals into SAMHSA's database and, on a quarterly basis, enter the data enumerated below using SAMHSA’s Performance Accountability and Reporting System (SPARS); submit written confirmation to County with invoice quarterly. Information entered must include the following:
 - a) Identify how closely implementation matches the plan as identified in the SAMHSA application.
 - b) The types of changes, if any, were made to the originally proposed plan as identified in the SAMHSA application.
 - c) The types of changes, if any, were made to address behavioral health disparities, including the use of National CLAS Standards
 - d) The reasons that led to the changes in the original plan as identified in the SAMHSA application.
 - e) The effects, if any, the deviations had on the planned intervention and performance assessment.
 - f) If any, identify the Subconsultant’s (program staff); what services were provided (modality, type, intensity, duration); to whom the services were provided (individual characteristics); in what context were the services provided (system, community); and at what cost (facilities, personnel, dollars).
 - g) The number of policy changes completed as a result of OCP3.
 - h) The number of youth/family members who received mental health-related services as a result of OCP3.
 - i) The number of individuals contacted through OCP3 outreach efforts.
 - j) The number of individuals referred to mental health or related services.
 - k) The number of individuals who received mental health or related services after referral.
 - l) If any, the number of racial or sexual/gender minority (“SGM”) disparities identified in the outreach, service and outcome phases of OCP3.

- m) The number of youth/caregivers/peers provide services as a result of OCP3.
 - n) The number of organizations/agencies enter into formal written inter/intra organizational agreements (e.g., MOUs/MOAs) to improve mental health practices/activities as a result of OCP3.
5. Submit fiscal and all required documents to County as required by SAMHSA in accordance with Exhibit E - Required Reports and Submission Dates.
 6. Federally Funded Contracts. Broward County is the recipient of the U.S. Department of Health and Human Services, SAMHSA grant number 1H79SM082386-01 that was awarded on September 10, 2019. Consultant acknowledges that it is a sub-awardee of the SAMHSA grant and as a subrecipient of federal grant funds it must complete Exhibit H, 2 CFR 200 Part F Single Audit Certification Form, attached hereto and incorporated herein.
 7. Compliance with Laws. Consultant and the Services it provides must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
 8. Certification Relating to no Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 et seq. ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education, or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Provider's failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to the Act on the responsible entity, such as Provider. By signing this Agreement, Consultant certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children.
 9. Marijuana Attestation. Consultant acknowledges that grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or

mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. Consultant may email any related questions to MJQuestions@SAMHSA.HHS.GOV.

10. SAMHSA Award Terms. Consultant acknowledges that as a sub-recipient of the SAMHSA grant it is subject to SAMHSA’s Fiscal Year 2019 – Award Standard Terms which are located at:

https://www.samhsa.gov/sites/default/files/samhsa_fy_2019_award_standard_terms_and_conditions_2_25_2019.pdf

B. County Requirements - Consultant will:

1. Submit resumes for any new staff within 30 days of hiring.
2. Submit executed Subconsultant agreements to County within thirty (30) days of execution. The subconsultant agreements will have each Subconsultant's resume attached. For training subcontract agreement, Consultant will also submit the specific trainings to be provided. Consultant will assign a specific dollar value to each Subconsultant deliverable required under this Agreement, subject to County approval. Reimbursement to Subconsultants will be based on Consultant’s receipt and acceptance of same. In the event that County determines that the terms of any of the subcontract agreements do not satisfactorily meet these requirements, Consultant will amend the applicable agreements to comply and resubmit the amended subcontract agreements to County for approval.
3. Submit sign-in sheets and agendas for each training session as identified in Exhibit C-2 with the invoice following each session.
4. Submit Federal Payroll Certification semi-annually for Consultant staff whose level of effort to the OCP3 Grant is 100%.
5. Submit Personnel Activity Reports (PAR) documenting Consultant staff time spent on the OCP3 grant for Consultant staff whose level of effort to the OCP3 grant is less than 100% and who receives compensation from the grant.
6. Plan and coordinate Children's Mental Health Awareness Month activities and other activities as determined by the OCP3 sub-committees.
7. Submit work products as indicated in Exhibit C-2 and reports and related documents as indicated in Exhibit E.

8. Children & Families Leadership Association (CFLA) is recognized as the formal committee infrastructure that will strategize and oversee OCP3 activities. Other committees include the, Implementation Committee, Cultural and Linguistic Competence Committee, Social Marketing Committee and the Equity and Evaluation Committee. Consultant will submit all committee sign-in sheets and agendas to the County with the invoice following the end of each calendar quarter.
9. Submit a monthly schedule of all subcommittee meetings at least 10 days prior to the meeting for posting on the County's Sunshine Meeting list. If there are extenuating circumstances preventing Consultant from notifying the County 10 days in advance, Consultant must contact the Contract Administrator immediately.
10. Consultant must perform all programmatic activities in accordance with the timeline in the SAMHSA Application and Exhibit C-2.
11. Submit written requests for changes in the timeline as set forth in Exhibit C-2. Timeline changes will be subject to approval by County's Contract Administrator. in compliance with applicable County procedures.
12. Budget and Reimbursement. As specified in attached Exhibit C-3, Consultant will submit a written request to County if Consultant seeks any change in the budget. Budget changes will be subject to approval by County's Contract Administrator in compliance with applicable County procedures. Consultant does not have to submit a written request to County for any change in the budget that makes an adjustment within a service line item without changing the total cost of the amount of the specified service line.
13. Comply with instructions in the Provider Handbook.
14. Consultant must, by written contract, require all Subconsultants to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. Consultant must likewise require its Subconsultants to agree to the requirements and obligations of this article.
15. Security Compliance. Consultant represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.
16. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Consultant, to any person for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Consultant, Consultant will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

17. County's representative is the Contract Administrator as identified in Section 1.4 of this Agreement.
18. The empowered signators of invoices under this Agreement for Consultant are those individuals referenced in Exhibit I-1, "Authorized Invoice Signators" attached hereto and incorporated herein. Changes in the empowered signators in Exhibit I-1 must be communicated to County as directed in the "Notices" section of this Agreement
19. The empowered signator of this Agreement for Consultant is identified in Exhibit I-2, "Certification of Empowerment" attached hereto and incorporated herein. Changes in the empowered signator in Exhibit I-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

III. Deliverables and Due Dates:

Consultant will provide all deliverables and submit all required documentations as specified in Exhibit C-2 and Exhibit E. If needed, Consultant will submit a written request for changes in deliverables which will be subject to approval by County's Contract Administrator in compliance with applicable County procedures.

[Remainder of page intentionally left blank]

Month	<p style="text-align: center;">Exhibit C-2 REQUIRED ACTIVITIES, DELIVERABLES, AND TIMELINES</p> <p style="text-align: center;">Activity (T = a training activity; F= a fidelity activity)</p>
<p style="text-align: center;">October – December 2019</p>	<p>PLANS/REPORTS/REQUIREMENTS</p> <ul style="list-style-type: none"> • Disparities Impact Statement (due to County December 11, 2019; due to SAMHSA December 15, 2019) • SPARS Annual Goals and Budget Training to be completed by January 30, 2019 • Invoice with supporting documentation (Due 15th of each month) <p>TRAINING</p> <ul style="list-style-type: none"> • Cross Systems Training (T): Training to educate frontline and supervisory staff on the systems of care services available to the youth in Broward County <p>OTHER ACTIVITIES</p> <ul style="list-style-type: none"> • Hire for vacant grant staff positions
<p style="text-align: center;">January- March 2020</p>	<p>PLANS/REPORTS/REQUIREMENTS</p> <ul style="list-style-type: none"> • Invoice with supporting documentation (Due 15th of each month) <p>TRAINING</p> <ul style="list-style-type: none"> • TIP Model Overview training for school and child welfare system staff (T) • TIP Model Part 1: Ten (10) selected school social workers/counselors, and ten (10) ChildNet Transition to Independent Living (TIL) Program staff will be trained to implement TIP (T)

	<ul style="list-style-type: none"> • Wraparound Training 101 (T): Ten (10) selected school social workers/counselors, and ten (10) ChildNet (TIL) Program staff will be trained to implement Wraparound (T) Recovery Training (i.e., Mental Health First Aid, WRAP, other) for youth/families (T) <p>OTHER ACTIVITIES</p> <ul style="list-style-type: none"> • Begin identification, enrollment, and service coordination of youth for participation in OCP3 • Presentation to BCPS and ChildNet staff on OCP3 for engagement of youth into services • Quarterly Evaluation Analysis • Develop policies and procedures for OCP3 enrollment/participation • Execute a minimum of two (2) contracts with Subconsultants
<p>April- June 2020</p>	<p>PLANS/REPORTS/REQUIREMENTS</p> <ul style="list-style-type: none"> • Invoice with supporting documentation (Due 15th of each month) • Develop Comprehensive Strategic Plan • Develop Social Marketing Plan Year 1 • Develop Training Plan Year 1 • Develop CLC Plan Year 1 <p>TRAINING</p> <ul style="list-style-type: none"> • TIP Model training Part 2: Ten (10) selected appropriate school district staff, and ten (10) ChildNet Transition to Independent Living (TIL) Program staff will be trained to implement TIP (T) • Cross Systems Training: Training to educate frontline and supervisory staff on the systems of care services available to the youth in Broward County (T) Evidence-Based Practice Fidelity Review IPS (supported employment/education) (F) • Recovery Training (i.e., WRAP, WHAM, other) for youth/families (T) • Moral Reconciliation Therapy: Provide (10) selected school social workers/counselors, and ten (10) ChildNet Transition to Independent Living (TIL) Program staff will be trained to implement Moral Reconciliation Therapy (T) • Evidence-Based Practice (EBP) training to staff on current identified need (such as employment, education, housing, or other identified (EBP) (T)

	<p>OTHER ACTIVITIES</p> <ul style="list-style-type: none"> • Mental Health Month activities and social marketing for events Update OCP3 Budget • Quarterly Evaluation Analysis • Execute contracts with Subconsultants
<p>July-September 2020 (*includes end of quarter reports to be completed by December)</p>	<p>REPORTS/PLANS/REPORTS/REQUIREMENTS</p> <ul style="list-style-type: none"> • Invoice with supporting documentation (Due 15th of the month except the final invoice which is due on October 25th) • Annual Programmatic Report (due to County September 30, 2020; due to SAMHSA December 30, 2020) • Submit updated Comprehensive Strategic Plan (Year-end update) that includes CLC, Social Marketing and Training plans. <p>TRAINING</p> <ul style="list-style-type: none"> • TIP Model Fidelity Evaluation for provider (F) • Recovery Training (i.e., WRAP, WHAM, other) for youth/families (T) <p>GOALS/OBJECTIVES/OUTCOMES</p> <p>Year One:</p> <p>Consultant will provide youth and family-driven care to a minimum of 25 youths in year one. Upon the six months of completed services, a six month re-assessment will be completed:</p> <ul style="list-style-type: none"> • By September 29, 2020, 80% of youth participants will have demonstrated an increase in functioning in everyday life. • By September 29, 2020, 80% of participants will obtain stable housing. • By September 29, 2020, 80% of participants will obtain at least one employment and/or educational goal. • By September 29, 2020, 80% of participants will have demonstrated a decrease in trauma-related symptoms. • By September 29, 2020, 80% of parent/caregiver participants will have demonstrated a decrease in stress/ strain. <p>Year Two</p> <ul style="list-style-type: none"> • Consultant will provide youth and family-driven care to a minimum of 58 youths in year two. • By September 29, 2021, 80% of youth participants will have demonstrated an increase in functioning in everyday

life.

- By September 29, 2021, 80% of participants will obtain stable housing.
- By September 29, 2021, 80% of participants will obtain at least one employment and/or educational goal.
- By September 29, 2021, 80% of participants will have demonstrated a decrease in trauma-related symptoms.
- By September 29, 2021. 80% of parent/caregiver participants will have demonstrated a decrease in stress/ strain.

Year Three

- Consultant will provide youth and family-driven care to a minimum of 58 youths in year three.
- By September 29, 2022, 80% of youth participants will have demonstrated an increase in functioning in everyday life.
- By September 29, 2022, 80% of participants will obtain stable housing.
- By September 29, 2022, 80% of participants will obtain at least one employment and/or educational goal.
- By September 29, 2022, 80% of participants will have demonstrated a decrease in trauma-related symptoms.
- By September 29, 2022. 80% of parent/caregiver participants will have demonstrated a decrease in stress/_strain.

Year Four

- Consultant will provide youth and family-driven care to a minimum of 59 youths in year four.
- By September 29, 2023, 80% of youth participants will have demonstrated an increase in functioning in everyday life.
- By September 29, 2023, 80% of participants will obtain stable housing.
- By September 29, 2023, 80% of participants will obtain at least one employment and/or educational goal.
- By September 29, 2023, 80% of participants will have demonstrated a decrease in trauma-related symptoms.
- By September 29, 2022, 80% of parent/caregiver participants will have demonstrated a decrease in stress

OTHER ACTIVITIES

- Quarterly Evaluation

EXHIBIT C-3 - BUDGET AND REIMBURSEMENT

Service	Name	Rate	Total Cost
Program Oversight Team	BBHC	1. 6% of CEO @ \$200,105/year+12.65%= \$13,477 2. 10% of Director of Administration @ \$99,750/year +12.65%= \$11,237 3. 10% of Director of Operations @ \$99,750/year + 12.65%= \$11,237 4. Contract Manager/Analyst @ \$52,000/year + 21.00%= \$62,920 5. 10% of CQI Coordinator @ \$52,500/year + 12.65% = \$5,914	\$104,785

Service	Name	Rate	Total Cost
Program Services Implementation Team	BBHC	1. Project Director @\$77,000+21% benefits= \$93,170 2. Clinical Integration Coordinator @\$60,000+21% benefits= \$72,600 3. Part-time Administrative Assistant @\$20,000+21% Benefits= \$24,200 4. Recovery Support Navigator @\$52,500+21% Fringe Benefits = \$63,525 5. Peer Evaluator (BBHC BH Technology Transfer Unit) @\$42,000/year+21% Benefits= \$50,820	\$304,315

EXHIBIT C-3 - BUDGET AND REIMBURSEMENT

Service	Name	Rate	Cost	Total Cost
Subconsultants	BCPS	\$8,333.33/Month. This includes all the benefits and other support services	\$49,995	\$466,435
	CN	\$8,333.33/Month. This includes all the benefits and other support services	\$100,000	
	South Florida Wellness Network	WRAP, Peer Specialist and Mental Health First Aid Trainings plus materials= \$5,000 Telehealth/recovery platform \$6,600 Family Peer Specialists @ \$35,000+18% Benefits Specialist= \$41,300 Recovery Support Services = \$50,000	\$102,905	
	System of Care Partners, Inc.	1,605 hours @\$87.00/Hour	\$139,635	
	Ronik-Radlauer	3-day on-site training to staff plus training material @ \$1,500 per day	\$4,500	
	Broward County Dismantling Racism Initiative	\$355 x 20 seats (\$7,000)	\$7,100	
	LPB Concepts & Solutions LLC	\$86.20/hour X 116 hours per year	\$10,000	
	Stars Behavioral Health Group (SBHG): STARS Training Academy	3 Site Visits & Coaching @ \$6,666 per site visit	\$22,000	
	Correctional Counseling, Inc.	4-day on-site training to 12 staff plus training material	\$10,300	

EXHIBIT C-3 - BUDGET AND REIMBURSEMENT

	Corporate Behavioral Health Financial Consultants	\$75X 22.22 hours per month= \$1666.67	\$20,000	
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Service	Rate	Total Cost
Other Contracted Services	Supplies @125/month = \$1,500 1. Rent: \$11,070 = \$18.45/sq. foot X 600 sq. ft 2.. Telephone :5 cellphones @44.73/month +4 landlines @\$35/month = \$4,364 3. IT Support: 5 stations at \$70/month = \$4,200 4. Social Marketing @\$5,810 per year= \$5,810 5. Gain Assessment @\$500/year = \$500 6. Web Social Media @\$600= \$600 7. Interpretation and Translation services @\$1,000/year = \$1,000 8. Participants' evaluation incentives for the first year: 25 youth/young adults + 25 caregivers @ \$30/data collection points X 2 data collection points = \$3,000	\$32,044

Service	Location	Item	Rate	Cost	Total Cost
Conference Travel	Washington D.C. or other	Airfare	\$500/flight x 6 persons	\$3,000	\$13,368
		Hotel	\$250/night x 6 persons x 3 nights	\$4,500	
		Registration	6 persons @\$750/person	\$4,500	
		Per Diem (meals and incidentals)	\$76/day x 6 persons x 3 days	\$1,368	

Service	Item	Rate	Total Cost
Local Travel	Mileage	8,109 Miles @ .58/mile	\$4,703

EXHIBIT D - INVOICE

Broward Behavioral Health Coalition, Inc. 3521 West Broward Boulevard Suite 206 Lauderhill, FL 33312 (954) 622-8121	Agreement Number: 20-CPD-CSA-8541-01	Date Stamp:
	Agreement Amount: \$925,650	On time? Yes <input type="checkbox"/> No <input type="checkbox"/>
	Program Name: Broward Behavioral Health Coalition, Inc. VS0000012199	
	Billing Period for This Invoice (Month/Year):	

A. Total Units Billed						
Taxonomy Code/Unit Type	Month	\$ Value This	Date	\$ Value Year to	Maximum \$	per Unit
Program Oversight Team						\$104,785
Program Services Implementation						\$304,315
Sub Consultants						\$466,435
Other Contracted Services						\$32,044
Conference Travel						\$13,368
Local Travel						\$4,703
\$ Total This Month:				\$		\$925,650

B. CERTIFICATION: The undersigned, as an authorized signator for the agreement between Broward County and Broward Behavioral Health Coalition, Inc., hereby affirms and certifies that the services billed herewith have been delivered to Clients on behalf of Broward County per Agreement, that all Clients served have met the program eligibility requirements, and that complete and accurate documentation is available to support services, payment, and pricing requested. Consultant also represents to County that no other reimbursement is used for invoiced services in accordance with Article 4 of the

Authorized Signator Name and Title:	Authorized Signature and Date:
-------------------------------------	--------------------------------

FOR COUNTY USE:	Fund/Agency/Org/Object: enter fund/enter agency/enter org/enter object
Division Reviewer/Date:	OAS Reviewer/Date:
I hereby certify that the backup documentation is complete, accurate, supports the payment requested.	
Approver Signature/Date:	Date Forwarded to Accounting:

Comments (for use by County or Organization):	
Repayment of disallowed units:	Submission of previously unbilled units:

EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES

Report	Applicable?		Due Date/Frequency	# Copies
Invoice with supporting documentation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	15 th day of each month, except the final invoice which is due on October 25th	Original
Outcomes Report/Deliverables to include all items listed on Exhibit C-2	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	January 15, April 15, July 15, Oct. 15	Original
Required Services Documentation form	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Submit as needed with invoice	Original plus 1
Affirmative Action Plan, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Equal Employment Opportunity Policy, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
American with Disabilities Act Policy	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Non-Discrimination Policy, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
CBE Policy, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of Consultant's execution of contract	1 copy
Current Certificate of Insurance	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to expiration; submit to Human Services Repository	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due within 30 days of receipt	1 copy
Disparities Impact Statement	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due to County December 11, 2019; Due to SAMHSA via eRA Commons	1 copy
Personnel Activity Report (PARS)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Submitted with monthly invoice.	1 copy
Federal Payroll Certification	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	January 1, April 15, and October 15	1 copy
SPARS Annual Goals and Budget Training	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Training to be completed by January 30, 2020.	1 copy
Performance Status Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Monthly	
Enter Annual Goals and data into SPARS	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due by January 22 annually.	

Training Sign-in Sheets with Agendas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Submit with next invoice	1 copy
BBHC, CSC, ChildNet, BCPS match documentation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	January 15, April 15, July 15, and Oct. 15	1 copy
Evaluation Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	January 15, April 15, July 15, and Oct. 15	1 copy
Fiscal Information to be provided, as requested, to address SAMHSA and County Requirements	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	January 15, April 15, July 15, and October 15	1 copy
Begin entering Quarterly data into SPARS	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Begin entering by April 30, 2020	1 copy
Annual Programmatic Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due October 30 annually to County	1 copy
Executed Subconsultant and Provider Contracts	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due to County within 30 days of execution with the Subconsultants as identified in Exhibit C-2.	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Within 30 days of receipt	1 copy
SAMHSA continuation application (if applicable)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	30 days prior to SAMHSA due date	1 copy

Failure to submit the foregoing reports by the due date will result in the suspension of any and all payments due by County to Consultant.

[Remainder of Page Intentionally Left Blank]

EXHIBIT F
Contract Adjustment Number enter number
Under Agreement Number 20-CP-CSA-8541-01
Between Broward County and Consultant

Change Type: _____

1. This Contract Adjustment is issued pursuant to the Agreement dated ____ between Broward County ("County") and Broward Behavioral Health Coalition, Inc., ("Consultant") for One Community Partnership 3 ("Agreement").
2. This Contract Adjustment authorizes Consultant to modify the Services provided in this Agreement.
3. Funding and Method of Payment will be in accordance with the provisions of Article 4 of this Agreement unless modified in this Contract Adjustment.
4. This Contract Adjustment will be effective _____ (to be inserted).
5. Except as expressly set forth in this Contract Adjustment, nothing contained herein will alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment No. enter number: Broward County, signing by and through its Human Services Director or Deputy Director, as authorized pursuant to the Agreement, and Consultant, signing by and through its _____, duly authorized to execute same.

County

Broward County, by and through its
Human Services Director or Deputy Director

By _____

____ day of _____, 20__.

Consultant

Broward Behavioral Health Coalition, Inc.,

By _____

Authorized Signatory

(Print Name and Title)

____ day of _____, 20__.

EXHIBIT G Minimum Insurance Requirements.

Project: Consultation Services for One Community Partnership 3
Agency: Human Services Department


TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Child Molestation Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
	Property Damage				
	Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000		
	Personal Injury				
	Products & Completed Operations				
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
	Bodily Injury (each accident)				
	Property Damage				
	Combined Bodily Injury and Property Damage	\$500,000			
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A		Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		If claims-made form:	\$1,000,000	\$3,000,000
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<p>Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.</p>					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 cpounall@broward.org cn=cpounall@broward.org 2019.11.14 16:23:27 -0500 Risk Management Division		

EXHIBIT H



2 CFR 200 Part F SINGLE AUDIT CERTIFICATION FORM

SECTION A – Entity Information

Entity Name		Fiscal Year Ending (mm/dd/yyyy) / /	
Street Address			
City	State	ZIP	
Contact Name		Title	
Phone	Fax	Email	

SECTION B – Independent Auditor Information

Firm Name			
Street Address			
City	State	ZIP	
CPA Name			
Phone	Fax	Email	

SECTION C – Subject to Subpart F Requirements

AUDIT ELIGIBLE – Our entity *is subject* to the Subpart F Single Audit /formerly A-133 requirements. Our agency expended \$750,000 or more in total Federal awards for the fiscal year ending noted above. We will submit the following to Broward County within the earlier of 30 days after receipt of the auditor’s report(s), or nine months of this entity’s fiscal year end (check one):

- Subpart F Single Audit report and any management letters, if applicable.
- Copy of extension letter from the Office of the State Auditor. We will submit the Subpart F Single Audit report and any management letters, if applicable, by the extension date.
- Schedule of County pass-through dollars.

SECTION D – Exempt from Subpart F Requirements

EXEMPT STATUS – Our entity *is exempt* from the Single Audit 2 CFR 200 Subpart F/ formerly A-133 requirements for the following reason (check one):

- Our entity expended less than \$750,000 in total Federal awards for the fiscal year noted above.
- Our entity is a for-profit organization and is not subject to the audit requirements.

Your entity is not required to submit any other documentation. However, you are required to have your records available for audit.

SIGNATURE SECTION

I am this entity’s representative who is authorized to sign its financial documents. I certify that we are in compliance with Federal laws and regulations. The statements made herein are true and correct to the best of my knowledge. Representative: Print:

_____ Date Title

Signature: _____

Please email a signed copy of this form and any applicable required documents in PDF format to GrantsAdmin_Finance@broward.org, with the subject line “Audit Certification” and your entity name. Please submit documents to Broward County Grants Administration no later than **September 30th**. Questions? Page two of this form contains some frequently asked questions.

EXHIBIT H



2 CFR Subpart F Single Audit Frequently Asked Questions

<p>Who is required to submit the requested information to Broward County?</p>	<p>Local Governments, and Non-Profits (non-Federal entity) which expend Federal awards provided by Broward County.</p>
<p>When should I submit a Single Audit Report?</p>	<p>2 CFR 200 Subpart F requires report submissions to be made within the earlier of 30 days after receipt of the auditor’s report(s), or nine months after the end of the audit period.</p> <p>A Single Audit examination is required when an entity has expended more than \$750,000 in Federal awards in the entity’s fiscal year.</p>
<p>When can I claim an exemption to the Audit?</p>	<p>Exemptions are allowed when non-Federal entities expend less than \$750,000 in Federal awards during the entity’s fiscal year or they are a for-profit organization.</p>
<p>How do I submit the required information?</p>	<p>Submit all documentation to the Grants Administration, Broward County, via Email GrantsAdmin_Finance@broward.org with the subject line: <i>“Audit Certification” and your entity name.</i> All documents are required to be in PDF (Portable Document Format).</p> <p><i>**We strongly encourage that all correspondence please be emailed to us. We receive many responses to our audit requests and are required to electronically file them in our system. Please contact us if email (or alternatively, fax) is not possible.</i></p>
<p>What is your mailing address and phone number**?</p>	<p>Broward County Attn.: Grants Administration / Audit Certification 100 South Andrews Avenue, 8th Floor Fort Lauderdale, FL 33301</p> <p>Phone: 954-357-7322</p> <p><i>**We strongly encourage that all correspondence please be emailed to us. We receive many responses to our audit requests and are required to electronically file them in our system. Please contact us if email is not possible.</i></p>
<p>What if there is an audit finding?</p>	<p>If there is an audit finding related to a federal grant for which the County passed through federal dollars to the grantee; a Corrective Action Plan outlining how the issue will be resolved will need to be submitted to the County for review.</p>
<p>My question or concern is not answered here. Who can I contact for additional information?</p>	<p>Broward County Grants Administration Phone: 954-357-7322 Email: GrantsAdmin_Finance@broward.org</p>

EXHIBIT I-1 – AUTHORIZED INVOICE SIGNATORS

Agreement #: 20-CP-CSA-8541-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Broward Behavioral Health Coalition, Inc. (“Consultant”) as required by this Agreement between County and Consultant:

_____ and
(Name and Title Typewritten)

(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors’ meeting minutes, the authorizing statute, etc.)*:

Appearing below are samples of the authorized signatures.

_____ (Authorized Signature)	_____ (Date)	_____ (Authorized Signature)	_____ (Date)
_____ (Authorized Signature)	_____ (Date)	_____ (Authorized Signature)	_____ (Date)
Witness Signature:		Witness Signature:	
Signature _____		Signature _____	
Name _____ (Print or Type)		Name _____ (Print or Type)	
Date _____		Date _____	

EXHIBIT I-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 20-CP-CSA-8541-01

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Broward Behavioral Health Coalition, Inc., hereinafter known as "Provider," and any amendments hereto between County and Provider. The signature of the above-named person in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.)*:

Appearing below is a sample of the authorized signature.

(Authorized Signature)

(Date)

Witness Signature: _____

Signature _____

Name _____
(Print or Type)

Date _____

Witness Signature: _____

Signature _____

Name _____
(Print or Type)

Date _____