AGREEMENT BETWEEN BROWARD COUNTY AND
HENDERSON BEHAVIORAL HEALTH, INC.
FOR CRISIS STABILIZATION SERVICES
Agreement #24-CP-HCS-0375-01

This agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Henderson Behavioral Health, Inc., an active Florida nonprofit corporation ("Provider"), each a "Party" and collectively referred to as the "Parties".

RECITALS

A. This Agreement will enable Provider to provide services that would not otherwise be funded by another public funding source.

B. Funding given to Provider has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Clients** means individuals served under this Agreement as described in Exhibit D-1, Scope of Services.

1.4. **Contract Adjustment** means a funding adjustment or other changes that may be executed, on behalf of County, by the Human Services Department director or deputy director as authorized in this Agreement.

1.5. **Contract Administrator** means the Broward County Administrator; the director or deputy director of the Broward County Human Services Department; or the director of the division administering the Agreement as specified in Exhibit A, Agreement Specifications.

1.6. **Contract Manager** means the Human Services Department division staff person who coordinates and communicates with Provider and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement.

1.7. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.8. **HSD** means the Broward County Human Services Department.

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1.9. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.

1.10. **Initial Term** means the original contracted period as specified in Exhibit A, Agreement Specifications.

1.11. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, Agreement Specifications.

1.12. **Provider Handbook** means HSD's manual for service providers that contains performance measures, standard practices, required forms, and other requirements for service delivery and contractual compliance, which is incorporated into this Agreement by reference and may be amended from time to time by County.

1.13. **Repository** means HSD's repository under County's Evaluation and Planning Section. The repository address is identified in the Provider Handbook.

ARTICLE 2. TERM OF AGREEMENT

2.1. Term. This Agreement begins and ends on the dates specified in Exhibit A, Agreement Specifications, unless otherwise terminated as provided in this Agreement. County's Contract Administrator may renew this Agreement for up to four (4) one-year Option Periods, as specified in Exhibit A. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement. Provider may object to renewal of the Agreement prior to the date on which the Option Period will begin.

2.2. Continuity of Services. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD director or deputy director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.

2.3. Contingencies for Renewal. County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:

2.3.1. Continued demonstrated and documented need for the services or priority area of funding;

2.3.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;

2.3.3. Demonstrated financial stability by Provider;

2.3.4. The availability of funds from County in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes; and

2.3.5. Appropriation of funds by the Board.

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The Contract Administrator, in their sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

ARTICLE 3. SCOPE OF SERVICES

3.1. Provider must provide the services set forth in each Exhibit D-1 for each service category funded by this Agreement and must meet the outcomes in Exhibit D-2 and any applicable Contract Adjustment. The Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services described that exclusion would render Provider's performance impractical, illogical, or unconscionable.

3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit D-1 or applicable Contract Adjustment no less than thirty (30) days prior to such change, in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.

3.3. Organizational Profile. Provider must submit a completed Organizational Profile, as defined in the Provider Handbook, to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward. Provider must update its Organizational Profile annually and submit it with Provider's first invoice for the then-current term of the Agreement. The Organizational Profile will be used for collecting data for a countywide resource inventory to support coordinated health education and human services planning annually in Broward County.

ARTICLE 4. COMPENSATION

4.1. Maximum Funding. County will pay Provider an amount not to exceed the amount specified in Exhibit A, Agreement Specifications, for services performed and completed under this Agreement, which amount will be accepted by Provider as full compensation for all such services. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for its services under this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all services required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County must not exceed the

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amount specified in connection with each period in Exhibit A, as applicable, except as provided below in the "Maximization of Return on Expenditure of County Funds" section, or otherwise appropriated by the Board.

4.2. Reduction of Funds. If Provider underutilizes County funds, the Contract Administrator has the authority to reduce the maximum funding allocated under this Agreement. Such adjustments may be made via a Contract Adjustment signed by the HSD director or deputy director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3. Maximization of Return on Expenditure of County Funds.

4.3.1. Mid-Term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding, in the aggregate, under this Agreement up to ten percent (10%) of the Agreement amount for that fiscal year. Such adjustments may be made via a Contract Adjustment signed by the HSD director or deputy director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.2. Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category funded under this Agreement and the payment schedules throughout any term of this Agreement. Such adjustment may be made via a Contract Adjustment signed by the HSD director or deputy director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.3. Renewal Funding Adjustments. Adjustments to maximum renewal funding and corresponding revisions to the maximum units of service and minimum number of Clients to be served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment signed by the HSD director or deputy director and Provider.

4.3.4. Third-Party Grant-Funded Agreements. If this Agreement is funded in whole or in part by a grant from a third party and does not provide contingent renewal funding amounts, the HSD director or deputy director may, upon the Board's annual acceptance of the grant funds and approval of the allocation to Provider, execute a Contract Adjustment to provide funding for the applicable Option Period. The Contract Adjustment may include corresponding revisions to the maximum units of service and minimum number of Clients to be served. All other terms and conditions of the Agreement remain in full force and effect.

4.4. Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Provider to maximize County's return on expenditure

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of its funds as expressed in this Agreement. Such adjustments must be made by the HSD director or deputy director and Provider in accordance with this article.

4.4.1. Any Contract Adjustment for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD director or deputy director and Provider, using the Contract Adjustment form attached to this Agreement as Exhibit F.

4.4.2. Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD director or deputy director and Provider only after the Board has approved the funding increase and has conferred such authority upon the HSD director or deputy director. The authority granted in the "Mid-Term Funding Adjustments" section will not apply to Board-approved funding increases referenced in this section.

4.4.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:

4.4.3.1. 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);

4.4.3.2. A reference to this Agreement under which the adjustment is authorized;

4.4.3.3. Any other additional instructions or provisions relating to the services authorized under this Agreement; and

4.4.3.4. Be sequentially numbered, dated, and signed by the Parties.

4.5. Method of Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit D-1, Scope of Services, and in any applicable Contract Adjustment. The total number of units of service to be billed during each term of this Agreement must not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment.

4.5.1. Required Match. In order to meet Provider's match requirement, County will pay Provider at the unit price specified in the Agreement, any applicable Contract Adjustment, and in Exhibit D-1, for only nine (9) out of ten (10) units of service delivered, invoiced, and documented unless otherwise indicated in Exhibit A, Agreement Specifications. The tenth (10th) unit will count toward Provider's match requirement. Provider's match requirement may be satisfied by either units of service or in-kind services that are dedicated to, and utilized solely for, its service obligations under this Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the required match requirements are limited to the performance obligations of this Agreement and satisfy the service requirements described in Exhibit D-1. Provider must submit

monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.

4.5.2. Client Copayment for Services. If Client's copayments are required as indicated in Exhibit A, Provider must assess the Client's income and impose copayments in accordance with the Copay Schedule found in the Provider Handbook.

4.5.3. Performance. At the end of each quarter, County will reduce Provider's payment by three percent (3%) ("Reduction") for any program in which attainment of one (1) or more outcomes was more than five percent (5%) below the specified indicator(s). The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied.

At the end of each term, County will also apply this Reduction to Provider's final invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit D-1, Scope of Services.

If Provider does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Provider must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Provider's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4. If this Agreement is funded in whole or in part by a grant from a third-party funder and either (i) the funder denies any of County's requests for payments under this Agreement as an ineligible expenditure, or (ii) the funder requests the return of any funds that have been paid erroneously to Provider (collectively, "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the funder has declined to reimburse or has requested to be returned.

4.5.5. Cost Reimbursement. Where the reimbursement rate is the actual monthly cost of operating expenses, Provider must prepare a detailed line-item budget of such expenses and submit same to County for approval prior to execution of this Agreement. Provider's line-item budget must not exceed the maximum amount(s) specified in each Exhibit D-1, Scope of Services, and must include only allowable expenses as listed in the Provider Handbook. Upon approval by County, Provider's line-item budget will be incorporated by reference into this Agreement. If this Agreement is renewed or extended, Provider must submit to County for approval no later than sixty (60) days prior to the end of the then-current term a detailed line-item budget for the renewal or extension period.

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Provider acknowledges that the expenses reimbursable by County are specified in the Provider Handbook. Provider must specify in each invoice the amount of expenses incurred and submit supporting documentation to County to corroborate each expense. Expenses must be accounted for in accordance with generally accepted accounting principles, not unlawful under Applicable Law, and not precluded from allowability by any other provision of this Agreement.

4.5.6. Invoice Requirements and Due Dates.

4.5.6.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit E, Required Reports and Submission Dates. If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to Provider on any invoice submitted to County after the due date specified in Exhibit E that results in County receiving a financial penalty from the third-party funder because of the late submission by Provider. The reduction will be in an amount equal to the financial penalty received by County.

4.5.6.2. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in the "Corrected Invoices" section, for any units that do not comply with this requirement that were previously billed and paid during any term of this Agreement.

4.5.6.3. The Contract Administrator may authorize manual billing if Provider lacks access to such designated system through no fault of Provider, as determined by the Contract Administrator in their sole discretion.

4.5.6.4. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in this Agreement) at the rate of one-quarter (1/4) of the applicable unit rate if Provider has provided the unit of service as defined in Exhibit D-1.

4.5.7. Corrected Invoices.

4.5.7.1. If Provider determines that it has previously incorrectly billed and been reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly

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invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which services were rendered and must be received by County no later than (i) ninety (90) days after the date the invoice being corrected was originally due to County, or (ii) forty-five (45) days after the end of the then-current term of the Agreement, whichever is earlier. Provider must resubmit the original supporting documentation and submit the revised supporting documentation along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternative documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Provider's authorized signatory summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.

4.5.7.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the term of this Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

4.5.7.3. County must pay Provider within thirty (30) days after receipt of Provider's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD director or deputy director. Payment may be withheld for failure of Provider to comply with a term, condition, or requirement of this Agreement. Further, County may deduct from any outstanding invoice any monies due from Provider under this Agreement.

4.5.7.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.

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4.5.7.5. The certification statement on the monthly invoice submitted by Provider must be signed by an authorized person as referenced in Exhibit B-1, Authorized Invoice Signatories. If it becomes necessary for Provider to replace signatories, a copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent **must be submitted to the Contract Manager**, along with replacement Exhibit B-1 and Exhibit B-2 (Certification of Empowerment), within ten (10) days after replacement of the signatories.

4.5.8. If Provider has been authorized under the "Subcontracting" article of this Agreement to use subcontractors, or if Provider uses any suppliers of materials for the provision of the required services under this Agreement, Provider acknowledges the requirements in the "Subcontracting" article of this Agreement, including requirements pertaining to payments to subcontractors and suppliers.

If applicable, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form explaining the good cause why payment has not been made.

4.6. Suspension of Payment. County, through its Contract Administrator in their sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of this Agreement, including but not limited to submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.

4.7. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically excludes (i) payments for services eligible to be covered by Medicaid, Medicare, or other third-party funding source ("Third-party Funding Source"); (ii) any fee collected; (iii) non-County reimbursement; or (iv) compensation of any kind, including in-kind compensation received from any Client (collectively, "Third-party Payments"). Provider will bill and pursue collection of all available Third-party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1. If County pays Provider for a service to a Client who was not eligible for coverage from a Third-party Funding Source at the time of billing but who later becomes eligible ("Third-party Certified") and Provider receives payments from the Third-party Funding Source for the same unit of service, then Provider will deduct

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the amount paid by County ("County Payment") on its next invoice immediately following its receipt of payment from the Third-party Funding Source. If there are no invoices from which to deduct the Third-party Payment, Provider must reimburse County in the amount of the County Payment within thirty (30) days after Provider's receipt of payment from the Third-party Funding Source.

4.7.1.1. Provider will note in the Client's file the date upon which a Client became Third-party Certified.

4.7.1.2. Provider must keep accurate and complete records of Third-party Payments for any service covered by this Agreement, and Provider must make all of these records available to County upon demand.

4.7.1.3. Provider must report and deduct the full amount of Third-party Payments from Provider's invoices within thirty (30) days after Provider's receipt of the Third-party Payments.

4.7.2. In Emergency Conditions, as defined in Section 15.23 of this Agreement, County may waive Provider's obligation to bill and pursue collection of Third-party Payments and Client payments for services rendered to Disaster Evacuees (as defined in Section 15.23) under this Agreement.

Provider must keep accurate and complete records of services rendered that are covered by Third-party Payments for Clients served and must make these records available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

4.8. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased under this Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD director's or deputy director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) days after written request by the Contract Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

4.9. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider are specified in Exhibit A, Agreement Specifications. Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this

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Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) days after such change.

4.10. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of this Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

Provider must comply with the HSSS requirements outlined in the Provider Handbook.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

Provider must comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

ARTICLE 7. TERMINATION

7.1. Termination for Cause. 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. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 7.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 7.2 as its sole remedy.

This Agreement may be terminated for cause by County for reasons including but not limited to Provider's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County.

7.2. Termination for Convenience; Other Termination. 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 the written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written

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notice. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Provider of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County in accordance with this section, Provider will be paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Provider for services under this Agreement.

Additionally, the HSD director or deputy director may terminate this Agreement when Provider closes its business operations or otherwise ceases to exist and the HSD director or deputy director determines that immediate action is required by County. The notice procedures and other requirements set forth in this section will apply to this right to terminate.

7.3. 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 oral notice that will be promptly confirmed in writing.

7.4. In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity.

7.5. Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services.

ARTICLE 8. SUBCONTRACTING

8.1. Provider is subcontracting if Provider engages a third party, including but not limited to individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the services, in whole or in part, required by this Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.

8.2. Provider may not subcontract services as defined in Section 8.1 or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.

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8.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a sub-contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its subcontractor.

8.4. Regardless of subcontracting, Provider remains responsible for and must supervise services provided under this Agreement, and County is not responsible for Provider's or its subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, or other similar administrative procedures applicable to services rendered under this Agreement.

8.5. The delivery of services through subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6. Provider must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all Applicable Law, guidelines, and standards. Provider must likewise require all subcontractors to agree to the requirements and obligations of this article.

8.7. Provider must pay all subcontractors and suppliers of materials for the provision of the services required under this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

8.8. Provider must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Provider agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this section will be a material breach of this Agreement, unless Provider demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this section in its contracts with subcontractors and suppliers.

8.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and all subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1. Financial Statements. Provider must provide to the Repository and the Contract Manager a copy of its annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for its fiscal year

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in which Provider receives County funds and for each of Provider's subsequent fiscal years until all County funds are expended and management letters generated.

These annual financial statements must account for all monies that Provider receives from County and include accompanying notes to the financial statements.

Within one hundred eighty (180) days after the close of each of Provider's fiscal years in which Provider accounts for funds under this Agreement, Provider must submit these annual financial statements simultaneously to the Repository and the Contract Manager.

Provider's late submission of the financial statements or absence of the accompanying notes entitles County to recover any payment made under this Agreement.

Provider acknowledges that submission of its audited financial statements to any other Broward County office, agency, or division does not comply with the requirement to submit the audited financial statements to the Repository and the Contract Manager.

9.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within one hundred eighty (180) days after the end of Provider's fiscal year.

Provider must provide to the Repository and the Contract Manager the schedule of correction developed in response to the management letters within thirty (30) days after developing the schedule of correction.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party 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. Provider must include the foregoing or similar language in its contracts with all subcontractors, 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. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform services under this Agreement.

10.3. By January 1 of each year, Provider must submit, and cause each subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. INDEMNIFICATION

Provider must indemnify, hold harmless, and defend County and all of County's current, former, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of

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any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, or any intentional, reckless, or negligent act or omission of Provider, its officers, employees, or agents arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Provider must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld must not be subject to payment of interest by County.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1. County's representative is the Contract Administrator as identified in Section 1.5. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, Agreement Specifications.

12.2. The empowered signatories of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, Authorized Invoice Signatories. Changes in the empowered signatories in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.

12.3. The empowered signatory of this Agreement for Provider is identified in Exhibit B-2, Certification of Empowerment. Changes in the empowered signatory in Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 13. INSURANCE

Provider must maintain insurance coverage as required in the "Insurance" section of the Provider Handbook and/or as specified in Exhibit A, Agreement Specifications.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES

14.1. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

14.2. Solicitation Representations. Provider represents and warrants that all statements and representations made in any applicable proposal, bid, or other supporting documents

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submitted to County in connection with this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

Provider acknowledges that:

14.2.1. Verification of liability protection and the Authorized Invoice Signatories, as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.

14.2.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

14.3. Public Entity Crime Act. If applicable, Provider 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. Provider 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 Provider has been placed on the convicted vendor list.

14.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Section 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

14.5. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services, and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Provider represents and warrants that the services will be performed in a skillful and respectful manner, and that the quality of all services will equal or exceed prevailing industry standards for the provision of such services.

14.6. Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms

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are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and all subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

14.7. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that Provider will comply with Section 26-125(d) for the term of this Agreement.

14.8. Additional Representations. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of this Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:

14.8.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.

14.8.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.

14.8.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.

14.8.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.

14.8.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under Applicable Law, Provider maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

14.8.6. When applicable, Provider will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.

14.9. E-Verify and Verification of Employment Eligibility. If Provider is a recipient, directly or indirectly, of federal or state funds under this Agreement, Provider must register with and use the E-Verify system maintained by the U.S. Department of Homeland Security ("DHS"), in accordance with the terms and conditions governing the use of the system by:

14.9.1. Verifying the employment eligibility or work authorization status of all persons that Provider employs during the term of this Agreement to perform services under this Agreement in compliance with the requirements of Section 448.095, Florida Statutes.

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14.9.2. Enrolling in the E-Verify program within thirty (30) days after the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to Broward County within seven (7) days after request from County.

14.9.3. Requiring all persons, including subcontractors, assigned by Provider to perform services under this Agreement to enroll and participate in the E-Verify program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between Provider and the subcontractor, whichever is later. Provider must obtain from the subcontractor a copy of the printout of the "Edit Company Profile" screen indicating enrollment in the E-Verify program and make the printout screen available to County within seven (7) days after County's request.

14.9.4. Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the E-Verify system.

14.9.5. Initiating E-Verify verification procedures for new employees within three (3) business days after the work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration.

14.9.6. Maintaining records of its participation and compliance with the provisions of the E-Verify program and making such records available to County within seven (7) days after County's request.

Provider represents that entry into this Agreement will not violate Section 448.095, Florida Statutes. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider will be liable for all costs incurred by County due to the termination.

14.10. Provider Handbook Acknowledgment. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate this Agreement within thirty (30) days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.

14.11. Client Records Protection. Provider 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 Law for the protection of confidential Client records and electronic exchange of confidential information.

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14.12. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (i) recovery of damages incurred; (ii) termination of this Agreement without any further liability to Provider; (iii) set off from any amounts due Provider the full amount of any damage incurred; and (iv) debarment of Provider.

ARTICLE 15. MISCELLANEOUS

15.1. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.2. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:

15.2.1. Keep and maintain public records required by County to perform the services under this Agreement;

15.2.2. 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 Applicable Law;

15.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

15.2.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all requirements of Applicable Law for retaining

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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.

If Provider receives a request for public records regarding this Agreement or the services under this Agreement, Provider must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Provider must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (i) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (ii) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Provider as Restricted Material, County will refrain from disclosing such material, unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply with the requirements of this section will constitute Provider's waiver of County's obligation to treat the records as Restricted Material. Provider 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 nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, ECRENSHAW@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.

15.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and all subcontractors that are related to this Agreement. Provider and all subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must 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, Provider and all subcontractors must make same

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available in written form at no cost to County. Provider must provide County with reasonable access to Provider's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Provider and all subcontractors 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. This section will survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will 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 reveals overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Provider must pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with all subcontractors.

15.4. Federally Funded Contracts. If applicable, providers that are subrecipients of federal grant funds must complete Exhibit G, 2 C.F.R. 200 Part F Single Audit Certification Form. In addition, providers that are subrecipients of federal grant funds must remain in good standing with all applicable requirements under 2 C.F.R. Part 200 and notify the Contract Manager of any changes to their status on the Federal Government's Excluded Parties List System within forty-eight (48) hours after notice.

15.5. Independent Contractor. Provider is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.6. 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 not in its regulatory capacity. If County exercises its regulatory

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authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under 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.

15.7. 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.8. Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

The foregoing notwithstanding, the HSD director or deputy director may make adjustments in accordance with Article 4 and the "Emergency Conditions" section of this Agreement and, after consultation with the Office of the County Attorney, may also approve minor changes to the exhibits that do not substantively change the Scope of Services. The Contract Administrator may also administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

15.10. Compliance with Laws. Provider and the services under this Agreement must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

15.11. 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.

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15.12. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.

15.13. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting as provided in Exhibit D-1, Scope of Services, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

15.14. Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party, unless compelled by legal process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of such person's 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 legal process. The limitations of this section will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Provider is permitted under this Agreement to utilize subcontractors to perform any services required by this Agreement, Provider must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

15.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

15.16. 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 and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.

15.17. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there

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are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.

15.18. Notices. Unless otherwise stated in this Agreement, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with this section.

15.19. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it has and will maintain a drug-free workplace program throughout the term of this Agreement.

15.20. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider must complete and submit Standard Form-LLL, Disclosure of Lobbying Activities.

15.21. 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 care, 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 (i) children's services provided in private residences or portions of facilities used for inpatient drug or alcohol treatment, (ii) service providers whose sole source of applicable federal funds is Medicare or Medicaid, or (iii) 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 in accordance with the Act on the responsible entity, such as Provider. By signing this Agreement, Provider certifies that it

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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.

15.22. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections of the section or article, 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. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-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 providers. If Provider identifies a programmatic contract provision that requires interpretation in order for Provider to understand its obligations, Provider will submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to Provider within a reasonable time after any request by Provider for an interpretation. The Contract Administrator's programmatic interpretations will be conclusive and final.

15.23. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider will provide any supportive or recovery-related service as requested by County during and after Emergency Conditions. These services include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include but are not limited to:

15.23.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or

15.23.2. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State

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of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

In the event of an Emergency Condition, the HSD director or deputy director, in their sole discretion, has the authority during and after the Emergency Conditions to (i) make adjustments to the maximum funding, including increases, under this Agreement; (ii) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (iii) modify, add, or delete services under the Scope of Services and Exhibit D-1; (iv) modify payment schedules throughout any term of this Agreement; (v) exercise an Option Period; (vi) waive the "Performance" section of this Agreement; and (vii) extend the term of this Agreement. All services provided under this Agreement by Provider during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

15.24. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.25. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations makes changes in this Agreement necessary.

15.26. Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement. The Provider Handbook is incorporated by reference into this Agreement.

Provider will abide by all of the covenants and representations contained in its response to the Request for Proposals (RFP), Request for Letters of Interest (RLI), or Request for Applications (RFA) (collectively, "Request"), upon which County has relied and upon which this Agreement is based, and Provider acknowledges that such covenants and representations in the Request will form, become a part of, and be incorporated by reference into this Agreement. If the Request or any of its portions conflicts with this Agreement, this Agreement will control and govern the interpretation of any conditions and terms.

15.27. Payable Interest.

15.27.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and Provider waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

15.27.2. 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

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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).

15.28. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider 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") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with subcontractors.

15.29. Polystyrene Food Service Articles. Provider must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

15.30. Use of County Name or Logo and Publicity. Provider must not use County's name or logo in marketing or publicity materials without prior written consent from County. To seek approval for use of County's name and logo, Provider must coordinate with the Contract Manager and comply with the requirements in this section. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities undertaken by Provider concerning the services funded by this Agreement must use the name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by Henderson Behavioral Health, Inc. are a collaborative effort between Broward County and Henderson Behavioral Health, Inc. with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

After consultation with the Contract Manager, Provider's requests for the official electronic version of the Broward County logo must be made to County's Office of Public Communications, 115 S. Andrews Avenue, Suite 506, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

15.31. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

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electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

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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 12th day of December, 2023, and Henderson Behavioral Health, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20___

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

Ronald Honick
Digitally signed by Ronald Honick
Date: 2023.10.19 09:02:14 -04'00'

By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

Karen S. Gordon
Digitally signed by Karen S. Gordon
Date: 2023.10.19 09:36:04 -04'00'

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

RJH/bh
HBH-CSU – 24-CP-HCS-0375-01
10/13/2023
#60070

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AGREEMENT BETWEEN BROWARD COUNTY AND HENDERSON BEHAVIORAL HEALTH, INC., FOR CRISIS STABILIZATION SERVICES

PROVIDER

Henderson Behavioral Health, Inc.

Steven Ronik
By: _____
Steven Ronik, Chief Executive Officer

October 17
_____ day of _____, 2023

WITNESS and/or CORPORATE SEAL:

Renee Burkel
_____
Signature

Renee Burkel
_____
Print/Type Name of Witness above

CORPORATE SEAL

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EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 24-CP-HCS-0375-01

Catalog of Federal Domestic Assistance Number (CFDA), if applicable: N/A

Federal Award Identification Number (FAIN), if applicable: N/A

Catalog of State Financial Assistance (CSFA), if applicable: N/A

I. Administering Division: Community Partnerships

II. Agreement Term (Beginning and Ending Dates):

- A. Initial Term: Commences on October 1, 2023, and continues through September 30, 2024
- B. Option Period 1: If exercised, commences on October 1, 2024, and continues through September 30, 2025
- C. Option Period 2: If exercised, commences on October 1, 2025, and continues through September 30, 2026
- D. Option Period 3: if exercised, commences on October 1, 2026, and continues through September 30, 2027
- E. Option Period 4: if exercised, commences on October 1, 2027, and continues through September 30, 2028

III. Maximum Funding Amounts

- A. Initial Term: $ 531,000
- B. Option Period 1: $ 531,000
- C. Option Period 2: $ 531,000
- D. Option Period 3: $ 531,000
- E. Option Period 4: $ 531,000
- F. Extension: Equal to a pro rata amount of the then-existing annual funding amount

IV. Provider's Representative: Chief Executive Officer

V. Official Payee:
Henderson Behavioral Health, Inc.
4740 N. State Road 7, Building C, Suite 201
Fort. Lauderdale, Florida 33319
(954) 777-1626
sronik@hendersonbh.org

VI. Official Notification Designations:

- A. For County:
Director, Community Partnerships Division
115 S. Andrews Avenue, Suite A-370
Fort Lauderdale, Florida 33301
ecrenshaw@broward.org
- B. For Provider:
Chief Executive Officer, Henderson Behavioral Health, Inc.
4740 N. State Road 7, Building C, Suite 201
Fort Lauderdale, Florida 33319
(954) 777-1626
sronik@hendersonbh.org

VII. Client Copay: ☐ Required ☒ Not required

VIII. Match: ☐ Required ☒ Not required because services are fully funded through general funds.

IX. Required Insurance Coverage **(nongovernmental entities only)**:

A. Commercial or General Liability:	☒ Required	☐ Waived
B. Business Automobile Liability:	☒ Required	☐ Waived
C. Professional Liability:	☒ Required	☐ Waived
D. Workers' Compensation & Employer's Liability:	☒ Required	☐ Waived
E. Other: N/A	☐ Required	

X. RFP/RLI/RFA Date: N/A; Published Title: N/A

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EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORIES

Agreement #: 24-CP-HCS-0375-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Henderson Behavioral Health, Inc. ("Provider"), as required by this Agreement between County and Provider:

Erica Ricketts CFO and

(Name and Title Typewritten)

Vivian Demille Chief Operating Officer

(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above in accordance with *(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., for the Contract Manager's review and files****)*:

HBH Board of Directors On June 28th, 2023

n/a n/a

n/a n/a

n/a n/a

n/a

Appearing below are samples of the authorized signatures.

Erica Ricketts 10.17.2023

Authorized Signature Date

Vivian Demille 10/17/2023

Authorized Signature Date

Witness Signature:

Judy Hosein

Signature

Judy Hosein

Name

Print or Type Name

Witness Signature:

Renee Burkel

Signature

Renee Burkel

Name

Print or Type Name

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EXHIBIT B-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 24-CP-HCS-0375-01

Steven Ronik CEO

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Henderson Behavioral Health, Inc. ("Provider") and any amendments to this Agreement 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 in accordance with *(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., for the Contract Manager's review and files****)*:

Board of Director's Meeting on June 28, 2023

n/a

n/a

n/a

n/a

Appearing below is a sample of the authorized signature.

Steven Ronik

Authorized Signature

October 17 2023

Date

Witness Signature:

Renee Burkel

Signature _____

Renee Burkel

Name _____

Print or Type Name

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EXHIBIT C* – CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

*[To be completed at time of invoice submittal, if applicable. See sec. 4.5.8.]

Agreement #: 24-CP-HCS-0375-01

The undersigned hereby swears under penalty of perjury that:

1. Provider has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

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

Dated _____, 20___ Provider:

By: _____
Signature

_____
Name and Title

STATE OF)
)SS
COUNTY OF)

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

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

(NOTARY SEAL) My commission expires: _____

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EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 24-CP-HCS-0375-01
Provider: Henderson Behavioral Health, Inc.
Program: Crisis Stabilization Unit
Program #: 1

I. Scope of Services:

A. Program Description: Provider offers Crisis Stabilization Unit ("CSU") services to individuals who are experiencing acute mental health issues, a substance use disorder, or both. CSU services are provided in a licensed, short-term, intensive residential treatment facility. Individuals admitted for CSU services are assessed by nurses, licensed and master's level mental health professionals, psychiatric nurse practitioners, or psychiatrists to determine if the individual is a danger to self, others, or gravely ill. Once admitted, an individual's stay averages 3 to 14 days, where they receive brief psychiatric and medical interventions with the goal of stabilization. Upon discharge, individuals are returned to the individual's own home, placed in a long-term mental health facility, or placed in other living arrangements.

B. Population of Focus: Individuals, age eighteen (18) years old or older, who meet all the eligibility criteria in the provision below ("Clients").

1. Eligibility Criteria: To be eligible to receive services under this program, an individual must meet all the following criteria:
    a. Be a Broward County resident;
    b. Be age eighteen (18) or older;
    c. Be experiencing a diagnosed or undiagnosed acute mental health condition or a crisis related to substance use disorder;
    d. Meet the Federal Poverty Guidelines as listed in the Healthcare Services Section Chapter of the Provider Handbook, located online at: https://www.broward.org/CommunityPartnerships/Documents/ProviderHandbook%202022-2023%20Effective%20April%2012,%202023_Master.pdf; and
    e. Satisfy one or more of the following:
        i. Meet the criteria for voluntary or involuntary intervention for mental illness under the Baker Act, Chapter 394, Part I, Florida Statutes ("the Baker Act"); or
        ii. Meet the criteria for substance use disorder as described in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition ("DSM-V").
2. Documentation of Eligibility: Provider must screen all prospective Clients for the following:
    a. Verification of Broward County residency;
    b. Verification of Income;
    c. Completed assessment from Provider or third-party clinician documenting mental health condition and/or substance use disorder, as applicable; and

d. Documentation of prospective Client meeting the criteria for voluntary or involuntary intervention, or referral for CSU services, as applicable.

C. A minimum of 150 unduplicated Clients must be provided services under this Agreement annually.

D. Standards and Other Requirements: Provider must adhere to the standards and other requirements below and as set forth in the Contract Adjustments, as applicable, and the Provider Handbook.

1. Standards:

   a. Provider must adhere to all the requirements outlined in the Broward County Human Services Department Crisis Stabilization Services Service Delivery Model (SDM), accessible online at: https://www.broward.org/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx#%20Service%20Delivery%20Models%20(SDMs)

   b. Provider must provide components of the services using Evidence-based Practice ("EBP") models that are most effective for treating Clients as determined by the Client's treatment team.

   c. Provider must maintain current licensure by the State of Florida Agency for Health Care Administration ("AHCA") as a Crisis Stabilization Unit and remain designated by the Florida Department of Children and Families as a Baker Act Receiving Facility.

   d. Provider must follow all requirements outlined in the Baker Act and Chapter 408, Florida Statutes, as amended. Provider must ensure that each staff member who provides direct Client treatment, counseling, or support group facilitation is a licensed professional or supervised by a licensed professional.

   e. Provider must utilize HSSS as the information collection method and data exchange system designated by the County for all Clients referred to and from Programs funded under this agreement.

   f. Provider must ensure that Clients admitted to the CSU are discharged to a long-term mental health or substance use treatment facility, or another less restrictive community setting such as the Client's own home or other living arrangement within fourteen (14) days after admission. The Contract Grant Administrator must be notified for Client stays exceeding 14 days. Such notice may be provided as a supporting document with the monthly invoice.

   g. Prior to discharge to a less restrictive community setting, Provider must stabilize Clients.

   h. Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in accordance with Chapters 39 and 415, Florida Statutes, as amended. The foregoing provision is binding upon the Provider and its employees.

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2. Other Requirements:

   a. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD: https://access.broward.org/About.aspx.

   b. Provider must adhere to Client Satisfaction Survey requirements as described in the Provider Handbook.

   c. Provider must complete a comprehensive mental health evaluation for each Client at the time of admission to the CSU and develop a Client-centered mental health diagnostic and treatment plan that is adjusted to meet the needs of the Client.

   d. Provider must ensure each Client receives 24-hour care in a supportive, therapeutic environment. Each Client must also be provided counseling, adjunct therapies (as needed), medications (as needed), and access to an aftercare program following discharge.

   e. Provider must make training available to law enforcement with instructions and training regarding adherence to the requirements of Section 394.462, Florida Statutes; law enforcement's approach to Clients in crisis; and law enforcement transportation of Clients between any hospital and CSU.

   f. Provider must screen and evaluate all Clients who are involuntarily brought to the CSU under the Baker Act.

   g. Provider must perform a comprehensive medical screening and evaluation for all Clients at the CSU and must provide appropriate medications and counseling to Clients with chronic medical conditions (such as HIV/AIDS or diabetes).

   h. During screening, Provider must assess individuals for additional levels of care, additional services available through Provider, and additional services available from a community provider.

   i. Provider must provide CSU services to Clients as often as necessary.

   j. Provider must complete a transition of care or discharge plan for each Client prior to Client's discharge or departure from the CSU.

   k. Provider must allow each Client to review Client's discharge instruction forms along with the Client's family member, guardian, or other designee to help prepare Clients to return to less restrictive settings in the community.

   l. Provider must ensure that the Client's entire treatment team is involved in the CSU discharge process. Provider's social services or case manager must coordinate the transition of care or discharge plan, ensuring implementation of all treatment recommendations.

   m. Provider must maintain and update a Continuity of Operations Plan ("COOP") that establishes policy and guidance to ensure performance of functions essential to services identified in this Agreement during (and after) a declared disaster or pandemic. Provider must provide the Contract Administrator with a copy of its COOP upon execution of this Agreement and annually on April 15th.

E. Provider must provide the following services:

1. Crisis Stabilization (RP-1500)

The Cost per Unit of Service, Required Staff Credentials/Licensure, and Unit Definitions are set forth in the Community Partnerships Division Taxonomies Definitions Credentials outlined in the Provider Handbook at: https://www.broward.org/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx.

F. Subcontracting: ☒ None requested/allowed.

G. Locations, Telephone, Days, and Hours of Operation:

Location Name	Address	Telephone Number	Days and Hours of Operation
Henderson Behavioral Health, Inc.	300 SW 27th Avenue Fort Lauderdale, FL 33312	(954) 739-8066	24-hours per day 7 days per week

H. Commission District: At the date of execution of this Agreement, Provider's service hub is located in the following Commission District: 8

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

Crisis Stabilization : N/A

Units for Option Period 1, if exercised:

Crisis Stabilization: N/A

Units for Option Period 2, if exercised:

Crisis Stabilization: N/A

Units per Extension, if exercised: Must be equal to a pro rata number of units of the then-current annual units per service

B. $ Amount for Initial Term of Agreement: $ 531,000

$ Amount for Option Period 1, if exercised: $ 531,000

$ Amount for Option Period 2, if exercised: $ 531,000

$ Amount for Option Period 3, if exercised: $ 531,000

$ Amount for Option Period 4, if exercised: $ 531,000

$ Amount per Extension, if exercised: Must be equal to a pro rata amount of the then-current annual funding amount

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

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EXHIBIT D-2 – OUTCOMES

Program Name	**Outcomes**	**Indicators**	**Data Source** (Where the data used to complete the quarterly report is found, verified, and kept)	**Data Collection Method** (Who collects data, when how; special calculation instructions, if needed)
Crisis Stabilization Services	Clients are treated and discharged to the appropriate community environment to meet their individual needs.	85% of Clients are contacted or attempted to be contacted for follow up within 30 days of discharge.	Client Electronic Health Record ("EHR")	Provider tracks follow-up contact attempts and records the outcomes of those attempts within the Client's EHR. Provider compiles data and reports to County quarterly.
	Clients receive appropriate information about transitioning to community-based services and/or supports.	90% of Clients receive a transition of care or discharge plan upon discharge.	Client EHR	Provider enters the Client's aftercare plan into the EHR system to document it was reviewed by Client by signature of Client; signature of Client's family member, guardian, or other designees, or; notes indicating Client's refusal to sign. Provider compiles data and reports to County quarterly.

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EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of this Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
Affirmative Action Plan, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity of Operations Plan (COOP)	Due upon execution and annually on April 15th	1 copy
Line-item Budget – Unit of Service	Due upon execution and with the submission of the annual final invoice on October 15th	1 copy
Line-item Budget – Cost Reimbursement, if applicable (see sec. 4.5.5.)	Due prior to execution of this Agreement and annually prior to renewal	1 copy
Invoice and supporting documentation	15th day of each month. Invoices are either emailed to CPD@broward.org or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	Original plus 1 copy
Outcomes Report	15th day of the month following the end of a quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Client Demographic Report		1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository. Repository email address: oeprepository@broward.org	1 copy
Audited Financial Statements	Due within 180 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Manager Repository email address: oeprepository@broward.org	1 copy
		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc. d/b/a 2-1-1 Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.

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EXHIBIT F – CONTRACT ADJUSTMENT
Contract Adjustment # enter number
Under Agreement # enter number
Between Broward County and Provider Legal Name
Change Type: _____

1. This Contract Adjustment is issued in accordance with the Agreement dated _____ between Broward County ("County") and Provider Legal Name ("Provider") for Agreement Title ("Agreement").

2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.

3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, Agreement Specifications, of this Agreement.

4. This Contract Adjustment is effective _____ (to be inserted).

5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment 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 # **enter number**: Broward County, by and through its Human Services Department Director or Deputy Director, as authorized under Article 4 of the Agreement, and Provider, signing by and through its _____, duly authorized to execute same.

County	**Provider**
Broward County, by and through its Human Services Director or Deputy Director	Legal Name
By: _____	By: _____ Authorized Signatory
____ day of _____, 20___	_____ Print Name and Title
	____ day of _____, 20___

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT # _____

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2 C.F.R. 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 C.F.R. 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.*

07/2018

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2 C.F.R. Subpart F Single Audit Frequently Asked Questions

Who is required to submit the requested information to Broward County?	Local Governments, and Non-Profits (non-Federal entity) which expend Federal awards provided by Broward County.
When should I submit a Single Audit Report?	2 C.F.R. 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. A Single Audit examination is required when an entity has expended more than $750,000 in Federal awards in the entity's fiscal year.
When can I claim an exemption to the Audit?	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.
How do I submit the required information?	Submit all documentation to the Grants Administration, Broward County, via Email GrantsAdmin_Finance@broward.org with the subject line: *"Audit Certification" and your entity name.* All documents are required to be in PDF (Portable Document Format). ***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.*
What is your mailing address and phone number?**	Broward County Attn.: Grants Administration / Audit Certification 100 South Andrews Avenue, 8th Floor Fort Lauderdale, FL 33301 Phone: 954-357-7322 ***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.*
What if there is an audit finding?	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.
My question or concern is not answered here. Who can I contact for additional information?	Broward County Grants Administration Phone: 954-357-7322 Email: GrantsAdmin_Finance@broward.org