

Exhibit “A”

Broward Behavioral Health Coalition Standard Contract

THIS CONTRACT is entered into between the Broward Behavioral Health Coalition, Inc., hereinafter referred to as the "BBHC" and Mental Health Association of Broward County, Inc., hereinafter referred to as the "Provider". The BBHC and Provider agree as follows:

1. **Purpose.** BBHC is engaging the Provider for the purpose of delivering behavioral health services in Broward County, Florida as further described in Attachment I in the BBHC Provider Contract Handbook hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of BBHC. Unless otherwise provided in the procurement document, if any, or governing law, BBHC reserves the right to add services incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This Contract shall be effective on July 1, 2016. The performance period under this Contract shall commence on the effective date of this Contract, and shall end at midnight, local time in Broward County, Florida on June 30, 2017, subject to the survival of terms provisions of Sections 32.j herein below.
3. **Payment for Services.** BBHC shall pay for contracted services according to the terms and conditions of this Contract in an amount specified on Exhibit H (Total All Programs) and may exceed this amount subject to the availability of funds and satisfactory performance of all terms by the Provider, as more particularly set forth in Exhibit B of Attachment I, in the BBHC Provider Contract Handbook. Of the total Contract amount, BBHC will be required to pay the amount specified in Exhibit H (Total All Programs), subject to the delivery and billing for services. The remaining amount represents "Uncompensated Units Reimbursement Funds" specified in Exhibit H (Uncompensated Units), which BBHC, at its sole discretion and subject to the availability of funds, may pay to the Provider, in whole or in part, or not at all. Performance will be determined by the Provider delivering and billing for services in excess of those units of service BBHC will be required to pay. Should the Provider receive any funding from the "Uncompensated Units Reimbursement Funds", then the amount of Local Match as it appears on Exhibit H, Funding Detail, will automatically change, utilizing the formula prescribed the Method of Payment section of this Contract. BBHC's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract JH343 between BBHC and the Florida Department of Children and Families ("DCF"). Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Contract JH343 Definitions, located at <http://www.bbhcflorida.org> are incorporated into and made a part of this Contract. The State of Florida PUR 1000 Form (10/06 version, as may be amended from time to time), may be found at <http://www.bbhcflorida.org> and by reference is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8, 13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, the terms of this Contract shall take precedence over the PUR 1000 Form. The Provider hereby acknowledges that the Prime Contract is in the process of being revised and amended and agrees that this Contract will be subject to further revision and amendment to ensure compliance with the requirements of the Prime Contract. Such amendment shall be subject to further review and execution by BBHC and the Provider.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance as such laws or rules may be enacted or amended from time-to-time, including but not limited to those described in Section 34 of this Contract.
6. **Official Payee and Party Representatives.** BBHC will make payment to the Provider's official payee listed in the Provider's Application for Pre-Qualification/Program Description. The Provider's personnel responsible for financial matters, its Security and Privacy Officer, and its official responsible for the Administration of this Contract are listed in the Provider's Application for Pre-Qualification/Program Description. Upon any change of such representatives (names, telephone number, address, or email address), the Provider shall notify BBHC. Notice by either party shall be provided in writing to the other party within three (3) business days to the person and address as listed below:

For BBHC:

NAME: Vanessa Major
TITLE: Contract Manager
ADDRESS: 1717 Southeast Fourth Avenue
Fort Lauderdale, FL 33316
TELEPHONE: 305-514-5214
EMAIL: Vanessa.Major@Concordlabh.com

For the Provider:

Paul Jaquith
CEO
7145 W. OAKLAND PARK BLVD
LAUDERHILL, FL 33313
954-746-2055
Paul@MHA5EFL.ORG

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

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

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

10. Insurance. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by §768.28(2), Florida Statutes, by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish BBHC written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. BBHC reserves the right to require additional insurance as specified in this Contract.
11. Notice of Legal Actions. The Provider shall notify BBHC of any and all legal actions taken against it or claims, or potential actions related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact BBHC. The Provider shall provide written notification to BBHC's Contract Manager within five (5) business days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. Client Risk Prevention. If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations as required pursuant to BBHC's Incident Reporting Policy (Q1001, *Incident Reporting*) which may be located at <http://www.bbhcflorida.org>. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this provision is binding upon the Provider, its employees, agents, officers, and subcontractors.
13. Emergency Preparedness Plan. The Provider shall provide notification to BBHC in the event of an emergency and/or the activation of its Emergency Preparedness Plan submitted to BBHC in the Provider's Application for Pre-Qualification.
14. Intellectual Property. It is agreed all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of BBHC, fully compensated for by the Contract amount, and neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed BBHC shall have exclusive rights to all data processing software falling within the terms of §119.084, Florida Statutes, which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then §1004.23, Florida Statutes, shall apply, but BBHC shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
 - a. If the Provider uses or delivers to BBHC for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by BBHC, its employees, agents or contractors during the term of this Contract and perpetually thereafter.
 - b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Florida Statutes, shall apply, but BBHC shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.
15. Real Property. Any BBHC funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to BBHC a security interest in the property at least to the amount of the BBHC funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of BBHC funding for this purpose, the Provider agrees that, if it disposes of the property before the BBHC's interest is vacated, the Provider will refund the proportionate share of BBHC's initial investment, as adjusted by depreciation.
16. Publicity. Without limitation, the Provider and its employees, agents, and representatives will not, without prior written consent in each instance of BBHC or applicable State agency, use in advertising, publicity or any other promotional endeavor any BBHC or State of Florida mark (hereinafter referred to as the "State"); the name of the BBHC's or the State's mark; the name of BBHC or the

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State or any state agency or affiliate or any officer or employee of BBHC or the State; or any BBHC or State program or service; or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by BBHC or the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

17. Sponsorship. As required by §286.25, Florida Statutes, if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), Broward Behavioral Health Coalition, Inc., and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families and Broward Behavioral Health Coalition, Inc." shall appear in at least the same size letters or type as the name of the organization. The Provider shall also include BBHC in all publicizing; advertising; describing; or referencing its program(s) related to this Contract.
18. Employee Gifts. The Provider agrees it will not offer to give or give any gift to any BBHC employee, agent or representative. As part of the consideration for this Contract, the parties intend this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to BBHC, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure its subcontractors, if any, comply with these provisions.
19. Invoices. The Provider shall submit invoices for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit invoices for any travel expenses in accordance with §112.061, Florida Statutes, or at such lower rates as may be provided in this Contract.
20. Final Invoice. The final invoice for payment shall be submitted to BBHC as specified in Exhibit C in the BBHC Provider Contract Handbook. If the Provider fails to do so, all rights to payment are forfeited and BBHC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto are approved by BBHC.
21. Financial Consequences. If the Provider fails to meet the minimum level of service or performance identified in this Contract, or that is customary for the industry, BBHC will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment; withholding payments until deficiency is cured; tendering only partial payments; applying liquidated damages to the extent this Contract so provides; imposition of penalties per Section 28; termination of contract per Section 29; and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.
22. Overpayments. The Provider shall return to BBHC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by BBHC and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from BBHC. In the event the BBHC first discovers an overpayment has been made, the Contract Manager, on behalf of BBHC, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after BBHC notification or Provider's discovery thereof. Payments made for services subsequently determined by BBHC to not be in full compliance with contract requirements shall be deemed overpayments. BBHC shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to BBHC from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.
23. Payment on Invoices. Pursuant to §215.422, Florida Statutes, BBHC has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by BBHC, or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of 0.03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by BBHC and shall remain subject to subsequent audit or review to confirm contract compliance.
24. Records, Retention, Audits, Inspections and Investigations.
 - a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by BBHC under this Contract.
 - b. Retention of all client records; financial records; supporting documents; statistical records; and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer as may be required by law or regulation. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit

report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at Provider's expense and no additional cost to BBHC.

- c. Upon demand, at no additional cost to BBHC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 25.b. BBHC will maintain confidentiality of any applicable record or document consistent with the requirements of the Provider, such as confidential record or documents provided to BBHC will either be maintained securely, returned or destroyed, as may be applicable, upon completion of review or such activity for which the record or document was requested.
 - d. These records shall be made available at all reasonable times for inspection; review; copying; or audit by BBHC, Federal, State, or other personnel duly authorized by BBHC.
 - e. At all reasonable times for as long as records are maintained, persons duly authorized by BBHC and State and Federal auditors, pursuant to 45 CFR, §92.36(l)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
 - f. A financial and compliance audit shall be provided to BBHC as specified in this Contract and in Attachment II in the BBHC Provider Contract Handbook.
 - g. The Provider shall comply and cooperate immediately with any inspections; reviews; investigations; or audits deemed necessary by The Office of the Inspector General (§20.055, Florida Statutes).
 - h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections; reviews; copying; transfers; or audits based on any claim that any record is exempt from public inspection or is confidential; proprietary; or trade secret in nature; provided, however, this provision does not limit any exemption to public inspection or copying to any such record.
25. **Public Records.** The Provider shall allow public access to all documents; papers; letters; or other public records as defined in §119.011(12), Florida Statutes, as prescribed by §119.07(1), Florida Statutes, made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which BBHC may unilaterally terminate the Contract.
- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (such as reports, deliverables or work-papers, in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 25.b.
 - b. The Provider must clearly label any portion of the documents, data, or records submitted it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret or with the appropriate exemption claimed. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
 - c. BBHC, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret or otherwise exempt in accordance with Section 25.b. Accompanying the submission shall be an updated version of the justification under Section 25.b, correlated specifically to redacted information, either confirming the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portion claimed to be trade secret or exempt. If the Provider fails to promptly submit a redacted copy, BBHC is authorized to produce the records sought without any redaction of proprietary or trade secret information.
 - d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret or exempt information are exempt from inspection and copying under Florida's Public Records Law. The Provider will indemnify BBHC, its officers, agents and employees, for any damages, claims, fees or fines imposed pertaining to the Provider's exertion of such exemption.
 - e. As required by §119.0701, Florida Statutes, to the extent that the Provider is acting on behalf of BBHC within the meaning of §119.0112, Florida Statutes, the Provider shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by BBHC in order to perform the service.
 - Upon request from BBHC's custodian of public records, provide to BBHC a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements

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are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to BBHC.

- Upon completion of the Contract, transfer, at no cost, to BBHC all public records in possession of the Provider or keep and maintain public records required by BBHC to perform the service. If the Provider transfers all public records to BBHC upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BBHC, upon request from BBHC's custodian of public records, in a format that is compatible with the information technology systems of BBHC.
- f. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 622-8212 EXT. 1, OR BY EMAIL AT SQUINTANA@BBHCFLOIDA.ORG, OR BY MAIL AT: BROWARD BEHAVIORAL HEALTH COALITION, INC. 1715 SOUTHEAST 4TH AVENUE, FORT LAUDERDALE, FL 33316.
26. Client Information. The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
27. Data Security. The Provider shall comply with the following data security requirements:
- a. The Provider shall continually assign an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to BBHC's data security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any BBHC or DCF data system or information. The Data Security Officer will ensure user access to the data system or information has been removed from all terminated Provider employees and deactivation requests are forwarded to BBHC's data security staff upon termination of any Provider employee, volunteer, or intern with access to a BBHC or Department data system.
 - b. The Provider shall provide the latest BBHC approved security awareness training to its staff and subcontractors who have access to BBHC or DCF information.
 - c. All Provider employees who have access to BBHC or DCF information systems shall comply with, and be provided a copy of BBHC's Data Security policies (available at www.bbhcflorida.org) and DCF Operating Procedure 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the BBHC website (www.bbhcflorida.org).
 - d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in BBHC's data security policies and DCF Operating Procedures 50-2. If encryption of these devices is not possible, then the Provider shall assure unencrypted personal and confidential BBHC and DCF data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
 - e. The Provider shall provide written notification to BBHC's Data Security Officer and Director of Programs and Coordination of Care as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential BBHC or DCF data. The Provider shall require the same notification requirements of all subcontractors.
 - f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential BBHC or DCF data as provided in §817.5681, Florida Statutes. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by BBHC to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

28. Financial Penalties for Failure to Take Corrective Action.

- a. BBHC shall apply and enforce, acting in the place of DCF, in accordance with the provisions of §402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code (FAC), corrective action plans required for non-compliance; non-performance; or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless BBHC determines extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not

been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment BBHC may deduct the amount of the penalty from Invoices submitted by the Provider.

29. The Following Termination Provisions Apply to this Contract:

- e. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by BBHC without cause upon no less than thirty (30) calendar days of notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- f. In the event funds for payment pursuant to this Contract become unavailable, BBHC may terminate this Contract upon no less than twenty-four (24) hours written notice to the Provider. BBHC shall be the final authority as to the availability and adequacy of funds.
- g. In the event the Provider fails to fully comply with the terms and conditions of this Contract, BBHC may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by BBHC specifying the nature of the non-compliance and the actions required to cure such non-compliance. In addition, BBHC may employ the default provisions in Rule 60A-1 .006(3), F.A.C., but is not required to do so in order to terminate the Contract. BBHC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. BBHC's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the BBHC's right to any remedies available at law or in equity.
- h. Failure to have performed any contractual obligations under any other contract with BBHC in a manner satisfactory to BBHC will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform on a contract with BBHC; been notified by BBHC of the unsatisfactory; and failed to correct the unsatisfactory performance to the satisfaction of BBHC; or (2) had a contract terminated by BBHC for cause. Termination shall be upon no less than twenty-four (24) hours written notice to the Provider.

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

- 30. Transition Activities. Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Transition Plan submitted to and approved by BBHC. Such activities will be without additional compensation and will include consultation on the resources needed to support transition; identification of a Transition Manager; the characteristics of transactions; and data and file transfer procedures.
- 31. Dispute Resolution. Any dispute concerning performance of the Contract or payment hereunder shall be decided by BBHC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution BBHC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, in the BBHC Provider Contract Handbook or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 29.
- 32. Other Terms.
 - a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, except for notices of termination pursuant to Section 29, communication may be effectuated by email, and attachments are deemed received when the email is received.

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- b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract with venue lying in Broward County, Florida. Unless otherwise provided in Attachment I, in the BBHC Provider Contract Handbook or in any amendment hereto, any amendment, authorized extension or renewal may be executed in counterparts.
 - c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in §946.515(2) and (4), Florida Statutes. For purposes of this Contract, the Provider shall be deemed to be substituted for BBHC and DCF insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
 - d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of §403.7065, Florida Statutes.
 - e. Where accreditation is generally accepted nationwide as a clear indicator of quality service, BBHC providers will either be accredited; have a plan to meet national accreditation standards; or will initiate a plan within a reasonable period of time if the provider delivers an applicable service.
 - f. The Provider agrees to participate in the DCF initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter the workforce and sustain gainful employment adopted by BBHC.
 - g. Translational Young Adults: The Provider agrees to assist any youth it serves aging out of the dependency system through participation with the local Community-Based Care Lead Agency Independent Living Program to offer/aid in identifying gainful employment.
 - h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
 - i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.
 - j. Survival of terms. The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to BBHC are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.
 - k. Most Favored Party Status. The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to BBHC than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract; contract amendment; or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to BBHC, which prices or terms shall be effective as an amendment to this Contract upon BBHC's written acceptance thereof. Should BBHC discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments, or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31 of each year during the term of this Contract attesting the Provider is in compliance with this provision, as required by §216.0113, Florida Statutes.
 - l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to BBHC or a provider of services to BBHC.
 - m. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:
 - i. Attachment I and other attachments, if any;
 - ii. Any documents incorporated into any attachment by reference;
 - iii. This Contract;
 - iv. Any documents incorporated into this Contract by reference.
33. Modifications. Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in BBHC's operating budget.
34. Additional Requirements of Law, Regulation, and Funding Source. As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract. The Provider

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acknowledges it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. Federal Law

- i. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
 - ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
 - iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) §7401, et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to BBHC.
 - iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature.
 - v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §§6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
 - vi. Unauthorized aliens shall not be employed. BBHC shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. §1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by BBHC. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract located at <http://www.uscis.gov/e-verify>.
 - vii. The Provider shall comply with the National Voter Registration Act of 1993; s. 97.058, F.S., and Rule 1S-2.048, F.A.C. that requires, in part, public offices that serve individual who meet established criteria the opportunity to register to vote and/or update voter registration information. Specific reporting criteria is available on the BBHC website at www.bbhcflorida.org. The Provider shall submit Exhibit J, in the BBHC Provider Contract Handbook, entitled "Monthly Voter Registration Services Report" on a monthly basis to the BBHC Contract Manager.
 - viii. The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. §1320d) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR §164.504(e), the Provider shall comply with the provisions of Attachment III, in the BBHC Provider Contract Handbook, entitled "HIPAA Requirements" governing the safeguarding, use, and disclosure of Protected Health Information ("PHI") created, received, and maintained and transmitted by the Provider or its subcontractors' incidental to the Provider's performance of this Contract.
- b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race; color; religion; sex; national origin; disability; age; or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91; Title VII of the Civil Rights Act of 1964; or the Florida Civil Rights Act of 1992, as applicable and as contained in DCF Operating Procedure 60-18. These requirements shall apply to all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
- c. Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of §§11.062 and 216 .347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
- d. Public Entity Crime and Discriminatory Contractors. Pursuant to §§287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of

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being placed on the convicted vendor list.

- e. Health Insurance Portability and Accountability Act. The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Any violation shall be reported to BBHC's Data Security Officer and Contract Manager within three (3) calendar days of identifying the violation.
- f. Whistle-blower's Act Requirements. In accordance with §112.3187(2), Florida Statutes, the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates a substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
- g. Support to the Deaf or Hard-of-Hearing.
- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as implemented by 45 C.F.R. Part 84 ("Section 504"), the Americans with Disabilities Act of 1990, 42 U.S.C. §12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and DCF Operating Procedure ("CFOP") 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
- ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at <https://fs16.formsite.com/DCFuser/form3/secureindex.html>, by the 5th calendar day of the following month for which services were provided. A copy of the Report confirmation shall be submitted to the Contract Manager by the 5th calendar day of the following month for which services were rendered.
- iii. The Provider shall contractually require its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
- iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file. The Provider shall direct service employees successfully complete the online training: *Serving our Customers who are Deaf or Hard of Hearing* and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- v. The Provider's Single Point of Contact shall ensure conspicuous Notices, which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/DCF-posters>.
- vi. The Provider and its subcontractors shall document the client's or his/her companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the DCF Office of Civil Rights.
- vii. If the client or his/her companion is referred to another agency, the Provider shall ensure the receiving agency is notified of the client's or his/her companion's preferred method of communication and any auxiliary aids/service needs.
35. Rights of Third Parties. Nothing in this Contract, whether expressed or implied, is intended or should be construed to confer or grant to any persons or entities, except the provider and BBHC, and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege in connection with this Contract or any provision of it. This Contract inures to the benefit of, and is binding upon, each party's permitted assignees and successors interest.
36. Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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37. Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
38. All Terms and Conditions Included. This Contract including Attachments I – III; and Exhibits (A – Q) as listed in Attachment I, Section E, List of Exhibits, and as applicable, and attached hereto; the BBHC Procedures Manual and in the BBHC Provider Contract Handbook; and any materials referenced herein or in said attachments, together with any documents incorporated by reference, including but not limited to the BBHC's Contract JH343 with DCF (available upon request), contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN SECTION 38.

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

Mental Health Association of Broward County

SIGNED: [Signature]
NAME: PAUL F. JACOBS
TITLE: CEO
DATE: 6/16/2016

Federal Tax ID# (or SSN) Provider: 59-0816448-004

Broward Behavioral Health Coalition, Inc.

SIGNED: [Signature]
NAME: Silvia Quintana
TITLE: CEO
DATE: 6/29/16

Provider Fiscal Year Ending Date: 06/30

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

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**Target Populations Exhibit
(Former Exhibit A – 1)**

Clients to be Served

The Provider shall furnish services funded by this Contract to the target population(s) checked below:

Non-Prevention	Prevention
<input type="checkbox"/> Adult Mental Health-Forensic Involvement	<input type="checkbox"/> Adult Substance Abuse
<input checked="" type="checkbox"/> Adult Mental Health-Severe & Persistent Mental Illness	<input type="checkbox"/> Children's Substance Abuse
<input type="checkbox"/> Adult Mental Health-Serious & Acute Episodes of Mental Illness	<input type="checkbox"/> Substance Abuse Community Coalition
<input checked="" type="checkbox"/> Adult With Mental Health Problems	
<input type="checkbox"/> Children's Mental Health-Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-At Risk of Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-Serious Emotional Disturbances	
<input type="checkbox"/> Children With Mental Health-At Risk	
<input type="checkbox"/> Mental Health Promotion	
<input checked="" type="checkbox"/> Adult Substance Abuse	
<input type="checkbox"/> Children's Substance Abuse	

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SUBSTANCE ABUSE & MENTAL HEALTH REQUIRED PERFORMANCE OUTCOMES & OUTPUTS (Former Exhibit D)		Provider Name:	Mental Health Association of Broward County
		Contract Number:	34361-16
		Date:	July 1, 2016
		Revision:	Original
Code	Performance Outcome		Contracted
Mental Health Outcomes			
Mental Health Contracted Services			
Adult Mental Health			
M0016	Adults with Severe and Persistent Mental Illness Served (SPMI)		40
Non-GAA-NO	Adults with Mental Health Problems		350
Data Submission Outcomes for Mental Health			
M0759	Percent of persons receiving state-contracted mental health service event records which have matching mental health initial (purpose 1) admission records in the Substance Abuse and Mental Health Information System will be at least(SAMHIS)		100%
Substance Abuse Outcomes (Part 2)			
Substance Abuse Contracted Services			
Adult Substance abuse			
SA063	Number of Adults served		20
Data Submission Outcomes for Substance Abuse			
M0759	Percent of persons receiving state-contracted substance abuse service event records which have matching substance abuse initial (purpose 1) admission records in the Substance Abuse and Mental Health Information System will be at least(SAMHIS)		100%
Special Outcomes			
	Drop In Center: At least 50 percent of members will complete satisfaction surveys		
	Drop In Center: At least 75 percent of respondents will report satisfaction with services.		
	Outreach: At least 50% of clients served will not be re-admitted to the State Hospital and/or receiving facilities (as reported by the Provider)		
	100% of Peer Specialists working with the Power of Peers Program will be certified as Peer Specialist within 180 days of employment and complete WRAP training		
	Power of Peers- Monthly report to be submitted to Director of Operations/System of Care by the 10th of the month for the previous month.		

Funding by Program and Activity (Former Exhibit G)

Former Exhibit G			ADULT MENTAL HEALTH												
Contract #34361-16, MHA	RATE		MHA16	MHA70	MHA18	MHA01	MHA09	MHA25	MHA70	MHA72	MHA73	MHAPG	MHATB	MHA76	TOTAL
FUNDING BY OCA															\$ -
001 Assessment															\$ -
02 Case Management															\$ -
03 Crisis Stabilization															\$ -
04 Crisis Support/Emergency															\$ -
06 Day/Night															\$ -
07 Drop-in/Self Help Centers	\$ 42.36														\$ -
08 In-Home & On Site															\$ -
10 Intervention - Individual															\$ -
12 Medical Services															\$ -
14 Outpatient - Individual															\$ -
16 Outreach	\$ 52.41														\$ -
16 Prevention															\$ -
18 Residential Level I															\$ -
19 Residential Level II															\$ -
20 Residential Level III															\$ -
21 Residential Level IV															\$ -
24 Substance Abuse Detoxification															\$ -
25 Supported Employment															\$ -
26 Supportive Housing/Living															\$ -
27 TASC															\$ -
28 Incidental Expenses - General	\$ 1.00														\$ -
28 Incidental Expenses - FACES															\$ -
28 Incidental Expenses - Forensic															\$ -
29 Aftercare - Individual															\$ -
30 Information and Referral															\$ -
34 FACT Team															\$ -
35 Outpatient - Group	\$ -														\$ -
36 Room & Board Level I															\$ -
37 Room & Board Level II															\$ -
38 Room & Board Level III															\$ -
39 Short-term Residential Treatment															\$ -
40 Mental Health Clubhouse Services															\$ -
42 Intervention - Group	\$ -														\$ -
43 Aftercare - Group	\$ -														\$ -
46 Recovery Support - Individual	\$ 50.73														\$ -
47 Recovery Support - Group	\$ 12.68														\$ -
48 Clinical Supervision for EBP															\$ -
*Highlighted covered services are TANF eligible															

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**Funding by Program and Activity (Former Exhibit G)
(Continued)**

Former Exhibit G			ADULT SUBSTANCE ABUSE												
Contract #34361-16, MHA	RATE		MSA21	MSA22	MSA25	MSA03	MSA04	MSA09	MSA11	MSA12	MSA23	MSA70	MSA81	MSATB	TOTAL
FUNDING BY OCA															\$ -
01 Assessment															\$ -
02 Case Management															\$ -
03 Crisis Stabilization															\$ -
04 Crisis Support/Emergency															\$ -
06 Day/Night															\$ -
07 Drop-In/Self Help Centers	\$ 42.38														\$ -
08 In-Home & On Site															\$ -
11 Intervention - Individual															\$ -
12 Medical Services															\$ -
14 Outpatient - Individual															\$ -
15 Outreach	\$ 52.41														\$ -
16 Prevention															\$ -
18 Residential Level I															\$ -
19 Residential Level II															\$ -
20 Residential Level III															\$ -
21 Residential Level IV															\$ -
24 Substance Abuse Detoxification															\$ -
25 Supported Employment															\$ -
26 Supportive Housing Living															\$ -
27 ITASC															\$ -
28 Incidental Expenses - General	\$ 1.00														\$ -
28 Incidental Expenses - FACES															\$ -
28 Incidental Expenses - Forensic															\$ -
29 Aftercare - Individual															\$ -
30 Information and Referral															\$ -
34 FACT Team															\$ -
35 Outpatient - Group	\$ -														\$ -
36 Room & Board Level I															\$ -
37 Room & Board Level II															\$ -
38 Room & Board Level III															\$ -
39 Short-term Residential Treatment															\$ -
40 Mental Health Clubhouse Services															\$ -
42 Intervention - Group	\$ -														\$ -
43 Aftercare - Group	\$ -														\$ -
46 Recovery Support - Individual	\$ 60.73														\$ -
47 Recovery Support - Group	\$ 12.68														\$ -
48 Clinical Supervision for EBP															\$ -
*Highlighted covered services are TANF eligible															

FUNDING DETAIL (EXHIBIT II)					
Provider Name: <u>MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY</u>			Contract #: <u>34361-16</u> Revision #: <u>Original</u>		
MENTAL HEALTH					
ADULT MENTAL HEALTH		OCA	AMOUNT	CHILDREN MENTAL HEALTH	
100610 - EMERGENCY STABILIZATION				100435 - EMERGENCY STABILIZATION	
Crisis Services	MHA18			Crisis Services	MHC18
Special Appropriation				Special Appropriation - BNET	MHCBN
100611 - BAKER ACT				104257 - BAKER ACT	
Crisis Services - Baker Act	MHA18			Crisis Services - Baker Act	MHC18
Emergency Stabilization Total = \$ -			Emergency Stabilization Total = \$ -		
100610 - RECOVERY & RESILIENCY				100435 - RECOVERY & RESILIENCY	
Residential Services	MHA01			Residential Services	MHC01
Non-Residential Services	MHA09	\$	379,470	Non-Residential Services	MHC09
Prevention Services	MHA25			Prevention Services	MHC25
First Episode	MHA26			Special Appropriation	
Community Forensic Beds	MHA72			Special Appropriation - BNET	MHCBN
FACT TEAM	MHA73				
PATII Grant	MHAPO				
TANF Services	MHA7B	\$	-		
101350 - IDP				102780 - PRTS	
Indigent Drug Program	MHA76			Purchased Residential Treatment Services	MHC71
Total Non-TANF = \$ 379,470			Recovery & Resiliency Total = \$ -		
Recovery & Resiliency Total = \$ 379,470			TOTAL CHILDREN MENTAL HEALTH = \$ -		
TOTAL ADULT MENTAL HEALTH = \$ 379,470					
SUBSTANCE ABUSE					
ADULT SUBSTANCE ABUSE		OCA	AMOUNT	CHILDREN SUBSTANCE ABUSE	
100618 - DETOXIFICATION				100420 - DETOXIFICATION	
Detox Services - Alcohol	MSA21	\$	-	Detox Services - Alcohol	MSC21
Detoxification Total = \$ -			Detoxification Total = \$ -		
100618 - PREVENTION				100420 - PREVENTION	
Prevention Services	MSA25			Prevention Services	MSC25
Prevention Services Total = \$ -			Prevention Partnership Grant		
			MSCPP		
Prevention Services Total = \$ -			Prevention Services Total = \$ -		
100618 - TREATMENT & AFTERCARE				100420 - TREATMENT & AFTERCARE	
Residential Services - Alcohol	MSA03	\$	-	Residential Services - Alcohol	MSC03
At-Risk of Substance Abuse	MSA09	\$	-	At-Risk of Substance Abuse	MSC09
Non-Residential Services - Alcohol	MSA11	\$	70,000	Non-Residential Services - Alcohol	MSC11
HIV Services	MSA23			HIV Services	MSC21
Special Appropriation				Special Appropriation	
FIT TEAM	MSA91				
Project Expansion for Pregnant Women	MSA81				
TANF Services	MSA7B			TANF Services	MSC7B
Treatment & Aftercare Total = \$ 70,000			Treatment & Aftercare Total = \$ -		
TOTAL ADULT SUBSTANCE ABUSE = \$ 70,000			TOTAL CHILDREN SUBSTANCE ABUSE = \$ -		
FUNDS NOT REQUIRING MATCH:				TOTAL ALL PROGRAMS = \$ 419,470	
Drug Abuse Services				UNCOMPENSATED UNITS = \$ 89,894	
Deinstitutionalization Project				TOTAL = \$ 539,364	
CMH Program					
MII Block Grant					
TOTAL FUNDS NOT REQUIRING MATCH = \$ -				TOTAL LOCAL MATCH = \$ 149,823	
FY2014-15 Adjustments:					
3/18/15 \$50,000 is added in AMII-MHA09 to fund Power of Peers program					
\$25,000 is added out of the OCP2 grant; the billing period is to begin on March 01, 2015					
FY2015-16 Adjustments:					
8/24/15 \$50,000 added in AMII-MHA09 to fund Power of Peers program in FY 2014-15 is made recurring.					
The OCP2 grant funding is reduced by \$7,086; the net OCP2 funding equals \$17,914.					
11/9/15 \$30,000 is added in MHA09 and another \$30,000 in MSA11 to fund two peer specialists; these positions will be annualized at \$45,000/FTE					
12/1/15 \$15,000 is added to MHA09 for Outreach services, 1-time only.					
2/12/16 \$52,274 is reduced from MHA7B and added to MHA09 in a swap.					
FY2016-17 Adjustments:					
3/30/16 \$15,000, each, is added to MSA11 and MHA09 to annualize the Peer Specialists					
\$15,000 is reduced from MHA09 due to 1-time only allocation.					
\$25,000 is added to MSA11 to fund a licensed clinician (consultant) for power of peers.					

Contract Number: 34361-18

Local Match Plan (Former Exhibit H-1)

Exhibit H-1 Local Match Mental Health Association of Broward County									
REQUIRED MATCH:		AMH		CMH		ASA		CSA	
	RATE	UNITS	MATCH	UNITS	MATCH	UNITS	MATCH	UNITS	MATCH
01 Assessment									
02 Case Management									
03 Crisis Stabilization									
04 Crisis Support Emergency									
05 Day Care									
06 Day/Night									
07 Drop-In/Self Help Centers	\$ 42.38	2,297.61	\$ 97,374						
08 In-House & On-Site									
11 Intervention - Individual									
12 Medical Services									
14 Outpatient - Individual									
15 Outreach	\$ 52.41	1,000.75	\$ 52,450						
16 Prevention									
18 Residential Level I									
19 Residential Level II									
20 Residential Level III									
21 Residential Level IV									
22 Respite Services									
24 Substance Abuse Detoxification									
25 Supported Employment									
26 Supportive Housing/Living									
27 TASC									
28 Incidental Expenses - General									
28 Incidental Expenses - FACES									
28 Incidental Expenses - Forensic									
29 Aftercare - Individual									
30 Information and Referral									
34 FACT Team									
35 Outpatient - Group									
36 Room & Board Level I									
37 Room & Board Level II									
38 Room & Board Level III									
39 Short-term Residential Treatment									
40 Mental Health Clubhouse Services									
42 Intervention - Group									
43 Aftercare - Group									
46 Recovery Support - Individual									
47 Recovery Support - Group									
48 Clinical Supervision for EBP									
MATCH ALLOCATION:			\$ 149,824		\$ -		\$ -		\$ -
GRAND TOTAL:		\$ 149,824							