Memorandum

MIAMI-DADE COUNTY

DATE: November 15, 2011

Agenda Item No. 3(A)(1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Ratifying the Action to Receive and Expend State Funds, from the Florida Department of Juvenile Justice through the South Florida Behavioral Health Network for the Continuation of the Juvenile Treatment Alternatives for Safer Communities Program in the Approximate Amount of $353,596

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution to ratify the action to, receive and expend State Funds from the Florida Department of Juvenile Justice, through the South Florida Behavioral Health Network in the amount of $353,596 for the continuation of the Juvenile Treatment Alternatives for Safer Communities (TASC) Program administered by the Miami-Dade County Juvenile Services Department (JSD); and to delegate authority to the County Mayor or County Mayor's designee to receive and expend future funds in subsequent years should they become available under this funded program for this purpose; and to include executing any agreements approved by the County Attorney's Office for the provision of these services. The contract, in substantially the same for as attachment A is effective July 1, 2011 to June 30, 2012.

The JSD made every effort to obtain information for the timely submission of this item however, the South Florida Behavioral Health Network, a new subcontractor of the State of Florida, provided the JSD with this contract on June 29, 2011. Until such time as the actual contract was received and reviewed, the department was unaware of the new contract amount and whether or not the scope of services under the contract had been modified. The delay and retroactive submission were therefore unavoidable.

Scope

The impact for the provision of these services is countywide. JSD will continue to assess all eligible juveniles for the continuation of the Juvenile TASC program.

Fiscal Impact

There is no fiscal impact to the County. The State Funds from the Florida Department of Juvenile Justice, through the South Florida Behavioral Health Network do not require a match. These funds will be used for the continuation of the Juvenile TASC Program administered by the Miami-Dade County JSD, under index codes JUETASC2012 for expense and JURTASC2012 for revenue.

Track Record/Monitor

JSD will be responsible for implementing and managing the project. The Department will handle the disbursement and expenditure of grant funds, and manage programmatic and fiscal reporting in accordance with project reporting and auditing procedures stipulated by the State of Florida.

Background

The Juvenile TASC Program has been funded by the State of Florida for several years. The program focuses on providing substance abuse assessment, Court reporting and treatment referrals for juveniles deemed at risk, based on initial screening upon arrival at the Juvenile Assessment Center.

Juvenile TASC's major goal is to promote and improve the behavioral health of juveniles of the state by making substance abuse and mental health treatment and support services available through a community-based system of care.

Under the JSD's leadership the Juvenile TASC Unit for the first time in County history provides 24 hour assessment capability utilizing state of the art research based assessment tools.

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 15, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 3(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(A)(1)
11-15-11

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR, RECEIVING AND EXPENDING STATE FUNDS IN THE AMOUNT OF $353,596 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE THROUGH THE SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK FOR THE CONTINUATION OF THE JUVENILE TREATMENT ALTERNATIVES FOR SAFER COMMUNITIES PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING AND AMENDMENTS AFTER REVIEW BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE AND EXECUTE ANY AMENDMENTS, MODIFICATIONS, RENEWAL, CANCELLATION AND TERMINATION CLAUSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor or the County Mayor's Designee's action in applying for, receiving and expending State funds, totaling $353,596 from the Florida Department of Juvenile Justice through the South Florida Behavioral Health Network for the continuation of the Juvenile Treatment Alternatives for Safer Communities Program; authorizes the County Mayor or the County Mayor's Designee to make application for, execute such contracts and agreements as are required by this governmental body following their approval by the County Attorney's Office; to execute such other contracts, agreements, memoranda of understanding and amendments as will serve to further the purposes described in the funding request, following their approval by the

County Attorney's Office; to expend any and all monies received for the purpose described in the funding request; to receive and expend any additional funds that might become available under this program for this purpose; to file and execute any necessary amendments to the contracts for and on behalf of Miami-Dade County, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

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South Florida Behavioral Health Network, Inc.

Contract #: ME 225 34

SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.
STANDARD CONTRACT

THIS CONTRACT is entered into between the South Florida Behavioral Health Network, Inc., (SFBHN) hereinafter referred to as the "Managing Entity" (ME) and **Miami Dade County – through its Juvenile Services Department** with principal offices located at 275 N.W. 2nd Street, 2nd Floor Miami, FL 33128, hereinafter referred to as the "Provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058, Florida Statutes (F.S.)

The provider shall 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. The provider shall submit bills 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 are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., 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 that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the ME may unilaterally terminate the contract.

C. Governing Law, Jurisdiction and Venue

1. State of Florida Law

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 and venue shall be the appropriate state court in Miami-Dade County, Florida.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.
b. 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.), section 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 the ME.
c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **Attachment III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
d. Unauthorized aliens shall not be employed. The ME 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 section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the ME.

e. 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.
f. 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.

D. Audits, Inspections, Investigations, Records and Retention

1. 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 the ME under this contract.
2. 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 for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by 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 no additional cost to the ME.
3. Upon demand, at no additional cost to the ME, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.
4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the ME.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the ME and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.
6. A financial and compliance audit shall be provided to the ME as specified in this contract and in **Attachment II**.
7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the ME

The provider shall permit all persons who are duly authorized by the ME 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 the ME of the satisfactory performance of the terms and conditions of this contract. Following such review, the ME will deliver to the provider a written report of its findings, and request for development, by the provider, of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1., 2. and 3. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. The provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the ME and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the provider, its agents, employees, partners, or subcontractors, provided, however, that the provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the ME.
2. Further, the provider shall, without exception, indemnify and save harmless the ME and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the provider, or article manufactured or used by the provider, its officers, agents or subcontractors in the performance of this contract or delivered to the ME for the use of the ME, its employees, agents or contractors. The provider may, at its option and expense, procure for the ME, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the provider is not reasonably able to modify or otherwise secure the ME the right to continue using the product or article, the provider shall remove the product and refund the ME the amounts paid in excess of a reasonable rental for past use. However, the ME shall not be liable for any royalties. The provider has no liability when such claim is solely and exclusively due to the ME's alteration of the product or article or the ME's misuse or modification of the provider's products or the ME's operation or use of vendor's products in a manner not contemplated by this contract. The provider shall provide prompt written notification to the ME of any claim of copyright, patent or other infringement arising from the performance of this contract.
3. Further, the provider shall protect, defend, and indemnify, including attorneys' fees and costs, the ME for any and all claims and litigation (including litigation initiated by the ME) arising from or relating to provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section I.EE.

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

G. Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., 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 the ME 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. The ME reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of 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 or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall not assign the responsibility for this contract to another party without prior written approval of the ME, upon the ME's sole determination that such assignment will not adversely affect the public interest; however, in no event may 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 provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the ME 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 ME, which shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, the provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the ME shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the ME against such claims.
3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the ME in accordance with section 287.0585, F.S., 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 (.005) 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 (15%) percent of the outstanding balance due.
4. The State of Florida 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 in the State of Florida, 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 successors in interest of either the provider or the ME.
5. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

J. Return of Funds

1. The Provider agrees to maintain books, records, documents and other evidence pertaining to all units costs provided and/or billed, and expenses incurred and revenues acquired under this contract to the extent and in such detail as will properly reflect all unit costs and expenses for which reimbursement is claimed. The books and accounts, files, and other records of the Provider which are applicable to this contract at all times shall be available for inspection, review, and audit by the ME and/or the State of Florida and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Provider.

2. The Provider assumes sole responsibility for reimbursement to the ME and/or the State of Florida whichever is appropriate, of a sum of money equivalent to the amount of any units or any expenditures disallowed should the ME or DCF, or any authorized agency rule through audit exception or other appropriate means, that payment or expenditure from funds paid to the Provider were not made in compliance with the applicable cost principles and regulations of the ME, DCF or the provisions of this contract.

3. The funds paid to the Provider are continually subject to Review, Revision and Adjustment after evaluation of Utilization and Performance measures monitored by ME.

4. The provider shall return to the ME any overpayments due to unearned funds or funds disallowed that were disbursed to the provider by the ME and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the ME. In the event that the ME first discovers an overpayment has been made, the contract manager, on behalf of the ME, 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 ME notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. 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 listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.
2. 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 (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. 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, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the ME 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, (800) 643-8459.
2. 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 sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. 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 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

N. Independent Capacity of the Contractor

1. In performing its obligations under this contract, the provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the ME or the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the ME unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the ME or the State of Florida.
4. The ME will not furnish services of 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 the ME in this contract.
5. 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.

O. Sponsorship

As required by section 286.25, F.S., 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 Miami Dade County – through its Juvenile Services Department, South Florida Behavioral Health Network, and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "South Florida Behavioral Health Network " and "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without the ME's prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any ME mark, the name of the ME's mark, the name of the ME or any ME affiliate or any officer or employee of the ME, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the ME, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

The final invoice for payment shall be submitted to the ME no more than 10 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the ME 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, have been approved by the ME.

R. Use of Funds for Lobbying Prohibited

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the ME. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. This provision applies to the Provider and all their subcontractors.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any ME employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the ME, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the 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 that its subcontractors, if any, comply with these provisions.

U. Patents, Copyrights, and Royalties

1. It is agreed that 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 the ME, fully compensated for by the contract amount, and that 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 that the ME shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
2. If the provider uses or delivers to the ME 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 without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
3. 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.

V. *Reserved.*

W. Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the ME's 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 ME or Florida Department of Children and Families (DCF) data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
2. The provider shall provide the latest DCF security awareness training to its staff and subcontractors who have access to ME or DCF information.
3. All provider employees who have access to ME or DCF information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
4. 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 CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential ME or DCF data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential ME or DCF data. The provider shall require the same notification requirements of all subcontractors.
6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential ME or DCF data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. Accreditation

The ME is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the ME has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the ME's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

Y. Provider Employment Opportunities

1. Agency for Workforce Innovation and Workforce Florida: The provider understands that the ME, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The ME encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.
2. Transitioning Young Adults: The provider understands DCF's Operation Full Employment initiative to assist young adults aging out of the dependency system. The ME encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

Z. 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).

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the ME, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The ME agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the ME may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.
3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The ME agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. Provisions of the Prime Award

All provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the Provider made subsequent to the initial execution of the Prime Award, i.e., the Contract entered into between the Florida Department of Children and Families (DCF) and SFBHN (ME), not in conflict with this Contract, shall be binding upon the Provider and the Provider agrees to comply with same. The Prime Award and its Exhibits are incorporated by reference in this Contract. In case of conflict with the provisions, terms and conditions of The Prime Award and this Contract, the provisions, terms and conditions of this Contract will prevail.

CC. Notification of Legal Action

The provider shall notify the ME of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the ME. The ME's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

DD. Whistleblower's Act Requirements

In accordance with subsection 112.3187(2), F.S., the provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates 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 that 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.

EE. Proprietary or Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. The provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. 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.
3. The ME, 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 confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the ME is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The ME is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

FF. Support to the Deaf or Hard-of-Hearing

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 (hereinafter referred to as 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 the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-

Contact shall be furnished to the ME's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

2. The provider shall, within 30 days of the effective date of this requirement, contractually require that 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 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & 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 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.
4. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions 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 Notice can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/civilrights/
5. The provider and its subcontractors shall document the customer's or 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. The provider shall submit compliance reports monthly, by the 4th business day following the reporting month, to the ME's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
6. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

II. THE ME AGREES:

A. Contract Amount

To pay for contracted services for the period of July 1st, 2011 through June 30th, 2012 according to the terms and conditions of this Contract in an amount not to exceed **$424,316.00** subject to the availability of funds. Of the total Contract amount, SFBHN will be required to pay **$353,596.00** subject to the delivery and billing for units of service in accordance with **Exhibit G, State Funding by Program and Activity,** attached here unto. The remaining amount of **$70,719.00** represents "*Uncompensated Units Reimbursement Funds*", which the ME, 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, for Exemplary Performance by the Provider. Exemplary Performance will be determined by the Provider delivering and billing for units of service in excess of those units of service the ME will be required to pay, as indicated in **Exhibit G, State Funding by Program and Activity,** attached to this Contract. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the State. 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. Payment for services is subject to delivery and billing for units of service in accordance with **Exhibit G, State Funding by Program and Activity,** attached to this Contract and made a part thereof, and other requirements outlined in this Contract, including the Prime Contract between the ME and the Florida Department of Children and Families.

B. Contract Payment

The ME has ten (10) 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 the ME or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., 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 .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND ME MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on **July 1st, 2011**. It shall end at midnight, local time in Miami-Dade, Florida, on **June 30th, 2012**.

B. Financial Penalties for Failure to Comply with Requirement for Corrective Action

1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the ME determines that 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.
3. 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.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the ME may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than sixty (60) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. This provision shall not limit the managing entity's ability to terminate this contract for cause according to other provisions herein.
2. In the event funds for payment pursuant to this contract become unavailable, the ME may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The ME shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the ME may employ the default provisions in Rule 60A-1.006(3), F.A.C. The ME's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The ME'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 ME's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the ME in a manner satisfactory to the ME 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 in a contract with the ME, been notified by the ME of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the ME; or (2) had a contract terminated by the ME for cause.

D. Renegotiations or 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 included in the Managing Entity's prime contract with the Florida Department of Children & Families.

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Provider name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

Miami-Dade County Juvenile Services Division
275 N.W. 2nd Street, 2nd Floor
Miami, FL 33128

2. The name of the contact person and street address where the Provider's financial and administrative records are maintained is:

Morris Copeland
Director
Miami-Dade County Juvenile Services Division
275 N.W. 2nd Street, 2nd Floor
Miami, FL 33128

3. The name, address, and telephone number of the Contract Manager for the ME for this contract is:

ROY THOMPSON
CONTRACTS SUPERVISOR
SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.
7205 CORPORATE CENTER DRIVE, SUITE 200
MIAMI, FLORIDA 33126
(305) 858-3335

4. The name, address, and telephone number of the Representative of the Provider responsible for administration of the program under this contract is:

Morris Copeland, Director
Miami Dade County Juvenile Services Department
275 N.W. 2nd Street, 2nd Floor
Miami, FL 33128
(305) 755-6202

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract, its pre-contract documents, attachments, Exhibits A through Z-1, Attachments I through III, and any exhibits referenced in said attachments, together with any documents incorporated by reference, including the ME prime contract KH225 (which can be found at http://www.sfbhn.org), contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, condition, 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 THAT THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN PARAGRAPH III.F. ABOVE.

In Witness Thereof, the parties have caused this contract, including all documents, exhibits and attachments referenced herein, to be executed by their undersigned officials as duly authorized.

PROVIDER: MIAMI DADE COUNTY – THROUGH ITS JUVENILE SERVICES DEPARTMENT

PRINT NAME: Alina Tejeda Hudak

SIGNATURE: [signature]

TITLE: County Manager

DATE: 8/15/11

SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

PRINT NAME: John W. Dow

SIGNATURE: [signature]

TITLE: Executive Director

DATE: 8-15-11

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____