



Broward Behavioral Health Coalition, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated this _____ entered into by and between:

BROWARD BEHAVIORAL HEALTH COLITION, INC., a non-profit corporation organized and operating in accordance with the laws of the State of Florida, with a business address of 3521 West Broward Boulevard, Suite 206, Lauderhill, FL 33312, hereinafter referred to as “BBHC;”

AND

CITY OF HOLLYWOOD a non-profit corporation (organized to do business OR authorized to conduct business) in the State of Florida, with a business address located at **2600 Hollywood Boulevard, Hollywood, FL 33020**, hereinafter referred to as CONTRACTOR.

WHEREAS, BBHC desires to contract with CONTRACTOR to provide services specified in this Services Agreement herein below; and

WHEREAS, CONTRACTOR represents that they have the professional knowledge, skills, abilities, experiences, and expertise to provide the services required pursuant to this Agreement and that they are ready, willing and able to perform such professional services;

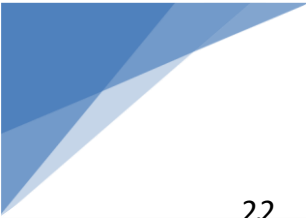
NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE I. PREAMBLE

1.1 The foregoing “whereas” clauses are true and correct and hereby incorporated into this Agreement.

ARTICLE II. SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the professional services described in **Exhibit “A”** attached hereto and incorporated herein. The services will be performed in accordance with the requirements of this Agreement, specifically those provisions applicable to subcontractors of BBHC. In case of a conflict or a perceived conflict between this Agreement and any other document or understanding, the terms and conditions of this Agreement shall control. Except as provided for in this Agreement, in the event there is a conflict between the Scope of Services as set forth in **Exhibit “A”** and the Agreement (including any amendments), the Scope of Services shall prevail.



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2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to BBHC, with full knowledge that BBHC is relying upon these representations when entering into this Agreement that CONTRACTOR has the professional expertise, experience, and manpower, as well as holds the necessary permits, certifications, and licenses required to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 Prior to commencing to provide any services pursuant to this Agreement, CONTRACTOR shall provide copies of any and all business or professional licenses and certifications held by CONTRACTOR to BBHC related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, CONTRACTOR shall provide evidence of such renewal or re-issuance to BBHC.

2.5 BBHC agrees to assist and cooperate with CONTRACTOR in the performance of this Agreement by providing CONTRACTOR with all necessary information required in the performance of CONTRACTOR's services hereunder.

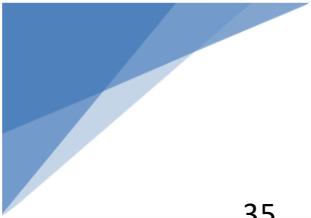
ARTICLE III. COMPENSATION

3.1 BBHC agrees to compensate CONTRACTOR for all services performed and required by this Agreement pursuant to the Scope of Work set forth in **Exhibit "A"** a total amount not to exceed **Three Hundred And Twenty-Seven Thousand, Seven Hundred And Eighty-Two Dollars And Twenty Cents (\$327,782.20)**. Payments will be made upon timely submission of CONTRACTOR's detailed invoice for service. No payments will be made to the CONTRACTOR until BBHC receives a written and accurate invoice from the CONTRACTOR for services rendered. Invoices are due to BBHC from Consultant on or before the **5th** day of the month beginning the first month following execution of this Agreement unless otherwise authorized by BBHC in writing.

3.2 Any costs that are not covered as part of the monthly fee must be approved by BBHC prior to being invoiced. BBHC will not pay for any unapproved or unauthorized expenses.

3.3 BBHC agrees to make payment to CONTRACTOR pursuant to the applicable rate for Services as provided in **Exhibit "A"** that CONTRACTOR actually renders as invoiced and documented within thirty (30) calendar days of receiving an accurate invoice.

3.4 CONTRACTOR must submit to BBHC documentation evidencing the provision of Services supporting the invoices submitted for payment. All invoices shall be submitted in the form prescribed by BBHC. Invoices or documentation returned to CONTRACTOR for corrections will be cause for delay in receipt of payment. Late submission will result in delay in CONTRACTOR's receipt of payment.



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3.5 Payment will be made by BBHC to CONTRACTOR at the address provided in Article XXII herein below, unless CONTRACTOR advises BBHC in writing of another location.

3.6 Upon execution of this Agreement, and prior to receiving any payment hereunder, CONTRACTOR must submit all required tax forms to BBHC. CONTRACTOR's invoices must include CONTRACTOR's taxpayer identification number (Social Security number or Employer Identification number) in accordance with requirements of the Internal Revenue Service. Invoices shall contain receipts or documentation that is satisfactory to BBHC. The CONTRACTOR must submit a report with the invoice which includes a description of the activities completed during the previous month.

3.7 CONTRACTOR warrants and covenants to BBHC that the invoices it submits to BBHC hereunder shall be fair and reasonable.

3.8 CONTRACTOR agrees to pay all applicable income, sales, consumer, use, and other similar taxes as may be required by law.

3.9 BBHC may pay CONTRACTOR as required by the Florida Prompt Payment Act, §§218.70-218.80, Florida Statutes, and the "Broward County Prompt Payment Ordinance," Section 1 51.6, Broward County Code of Ordinances. Further, BBHC may deduct any monies due to CONTRACTOR from any outstanding invoice due pursuant to this Agreement, if BBHC identifies money due from CONTRACTOR through monitoring or other situation.

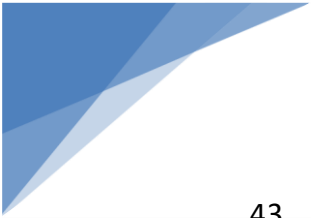
3.10 Suspension of Payment. BBHC, in its sole discretion, may suspend payments to CONTRACTOR if CONTRACTOR does not comply with material terms of this Agreement. Suspension of payment must be in writing and may last through the duration of noncompliance by CONTRACTOR as determined solely by BBHC. Any suspended payments will not be subject to the payment of interest by BBHC.

3.11 CONTRACTOR represents to BBHC that no other reimbursement or payment is available or will be received by CONSULTANT for any Services invoiced to BBHC, and BBHC hereby acknowledges that has relied upon such representation.

ARTICLE IV. TERM AND TERMINATION

4.1 This Agreement shall commence **July 1, 2026** and terminate on **June 30, 2027**. BBHC reserves the right to alter the starting and ending dates according to the needs of BBHC. Such modifications shall be communicated to CONTRACTOR in writing.

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



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4.3 This Agreement may be terminated by either party with or without cause, immediately upon fourteen (14) days' written notice. Upon termination by BBHC, CONTRACTOR shall cease all work performed hereunder and BBHC shall pay CONTRACTOR any earned and unpaid portion of the compensation due CONTRACTOR pursuant to Article III.

4.4 BBHC may terminate this Agreement immediately based upon lack of funding if the source of funding for the expenditures provided for in this Agreement is discontinued, or in the event that there is otherwise a lack of funding for the relevant fiscal years of this Agreement. CONTRACTOR will be paid for any earned and unpaid portion of the compensation due CONTRACTOR prior to termination in accordance with Article III.

4.5 BBHC may, by written notice to the CONTRACTOR, terminate this Agreement in whole or in part at any time, either for BBHC's convenience or because of the failure of the CONTRACTOR to fulfill any contractual obligation. Upon receipt of such notice, the CONTRACTOR shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to BBHC all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the CONTRACTOR in performing this Agreement, whether completed or in progress. CONTRACTOR will be compensated for work completed up until the date of termination. If BBHC erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective fourteen (14) days after such notice of termination for cause is provided. CONTRACTOR acknowledges that it has received good, valuable, and sufficient consideration from BBHC, the receipt and adequacy of which are acknowledged by CONTRACTOR, for BBHC's right to terminate this Agreement for convenience.

4.6 Upon termination, all finished or unfinished documents, data, studies, reports, handouts and materials produced for the services rendered hereunder shall become the property of BBHC and shall be delivered by CONTRACTOR to BBHC immediately.

4.7 This Agreement may also be terminated by BBHC upon such notice as BBHC deems appropriate under the circumstances in the event BBHC determines that termination is necessary to protect the public health, safety, or welfare. If BBHC erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE V. CHANGES TO SCOPE OF WORK OR ADDITIONAL WORK

BBHC or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as set forth in **Exhibit "A,"** to be provided under this Agreement. Such changes or additional services must be contained in a written amendment, executed by the parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the Term or Scope of this Agreement, including the initiation of any additional or extra work. In no event will CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.



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ARTICLE VI. CLASSIFIED/RESTRICTED PROPRIETARY DATA.

6.1 BBHC agrees to apprise the CONTRACTOR as to any information or items made available hereunder to the CONTRACTOR which are confidential, classified, restricted, or proprietary data. The CONTRACTOR agrees that any such confidential classified, restricted, or proprietary data will not be disclosed to other parties without express approval in writing from BBHC. The CONTRACTOR further agrees that any such material furnished to them by BBHC will be returned to BBHC at its request or upon termination of this Agreement.

ARTICLE VII. OWNERSHIP OF DOCUMENTS; COPYRIGHTS; AND INTELLECTUAL PROPERTY RIGHTS

7.1 Any and all reports, photographs, surveys, documents, materials, or other work created by CONTRACTOR in connection with performing Services will be owned by BBHC and will be deemed works for hire; if the Services are determined to be a work for hire, CONTRACTOR hereby transfers to BBHC all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, will become the property of BBHC and must be delivered to BBHC within five (5) days after termination of this Agreement.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONTRACTOR in connection with this Agreement will become the property of BBHC, whether the project for which they are made is completed or not and must be delivered to BBHC within seven (7) days of the receipt of the written notice of termination. Any compensation due to CONTRACTOR may be withheld until all documents are received as provided in this section.

7.2 From time to time the CONTRACTOR may participate in the production of video and audio materials that are a product of this Agreement, including, but not limited to, training and technical assistance videos. The copyright and intellectual property rights for such materials shall become the property of BBHC or such other entity that was the source of funds for this Agreement.

7.3 “Intellectual Property” require that any interest, benefit, or indemnification extended to BBHC related to the intellectual property referenced therein, shall also run to the interest, benefit, or indemnification of DCF. If CONTRACTOR is a governmental entity entitled to sovereign immunity pursuant to §768.28, Florida Statutes, nothing herein is intended to waive sovereign immunity to the extent it applies to CONTRACTOR as a governmental entity. However, to the extent permitted by law, as a governmental entity, CONTRACTOR shall remain responsible for any liability arising related to or arising from the intellectual property arising from but shall not be required to indemnify BBHC or DCF.



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7.4 This Article VII has no bearing on pre-existing materials developed by the CONTRACTOR, nor any materials developed coincident with or after this Agreement, so long as they are not a work product of this Agreement. Any such pre-existing or future materials must be identified by CONTRACTOR to BBHC for such copyright or intellectual property rights of BBHC not to attach.

ARTICLE VIII. INDEMNIFICATION

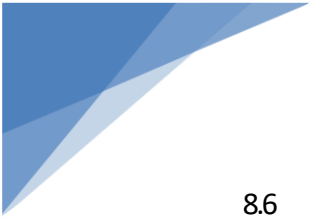
8.1 CONTRACTOR shall indemnify and hold harmless BBHC, and their officers, agents, servants, assigns, and employees from and against any and all claim, lien, payment, direct, indirect, or consequential damage, expense, liability, or judgment of any nature at trial and appellate levels, including arbitration or mediation expenses including, but not limited to reasonable attorney's fees, including paralegal expenses, arising out of or relating to or resulting in any way from CONTRACTOR's acts, errors, or omissions or as a consequence of the goods, commodities, or services furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR under this Agreement.

8.2 CONTRACTOR shall further indemnify and hold harmless BBHC, their officers, agents servants, assigns, and employees from and against any and all claims demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorney's fees, including paralegal expenses, at both the trial and appellate levels, liabilities, damages, orders, judgments, or decrees sustained by BBHC, or any third party arising out of, by reason of, or resulting from any alleged infringement of any patent, copyright, or any other intellectual property rights arising from BBHC's use of any process, material, property or other work produced or used or the disposition thereof, in connection with CONTRACTOR's performance of this Agreement.

8.3 CONTRACTOR agrees that it shall have no right, title or interest in and to any product or processes which CONTRACTOR, alone or with others, may develop while performing services under this Agreement. CONTRACTOR hereby transfers any and all rights which CONTRACTOR may have or acquire in and to any such patent, copyright or other product, process or information to BBHC and agrees to execute any and all documents requested by BBHC in accordance with this provision.

8.4 The parties shall coordinate to identify and select counsel satisfactory to both parties. Any such costs and fees in said proceeding shall be the responsibility of CONTRACTOR.

8.5 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.



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8.6 CONTRACTOR shall not be liable or responsible for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from BBHC's performance of the work in this Agreement.

8.7 CONTRACTOR's indemnification of BBHC shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall it be construed to waive any rights or immunities under the common law or §768.28, Florida Statutes, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Article and its subparts.

8.8 Any sums due CONTRACTOR under this Agreement may be retained by BBHC until all of BBHC's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld will not be subject to payment of interest by BBHC.

ARTICLE IX. INSURANCE

9.1 For the duration of the Agreement, CONTRACTOR must, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit "B"**, attached hereto and incorporated herein, and in accordance with the terms and conditions of this Article. CONTRACTOR must maintain insurance coverage against claims relating to any act or omission by CONTRACTOR, its agents, representatives, employees, or subcontractors in connection with this Agreement.

9.2 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this section and such insurance has been approved by BBHC nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved. CONTRACTOR shall be liable to BBHC for any lapses in service resulting from a gap in insurance coverage.

9.3 If and to the extent requested by BBHC, CONTRACTOR must provide complete, certified copies of all insurance policies as required under this Agreement, except any Professional Liability policy, as more specifically set forth in **Exhibit "B"** within twenty-five (25) days of BBHC's request.

9.4 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend BBHC as required within this Agreement.



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95 CONTRACTOR must ensure that “Broward Behavioral Health Coalition, Inc.” is listed as additional insureds on GL & Auto pursuant to **Exhibit “B”** attached hereto and incorporated herein, and this Article.

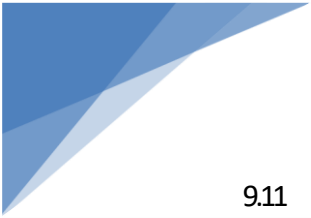
96 CONTRACTOR must ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by CONTRACTOR has been completed, as determined by BBHC. CONTRACTOR must provide notice to BBHC of any cancellation or modification of any required policy at least twenty-five (25) days prior to the effective date of cancellation or modification, and at least five (5) days prior to the effective date of any cancellation due to nonpayment and must concurrently provide BBHC with a copy of its updated Certificates of Insurance evidencing continuation of the required coverages. CONTRACTOR must ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

97 CONTRACTOR must ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by BBHC.

98 If CONTRACTOR maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit “B”**, CONTRACTOR will be entitled to any such broader coverage and higher limits maintained by CONTRACTOR. Required insurance coverages under this article, except Professional liability policies, must provide primary coverage and must not require contribution from any BBHC insurance, self-insurance or otherwise, which must be in excess of and must not contribute to the insurance required and provided by CONTRACTOR.

99 CONTRACTOR must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit “B”** and submit to BBHC for approval. CONTRACTOR will be solely responsible for and must pay any deductible or self insured retention applicable to any claim against BBHC. BBHC may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. CONTRACTOR agrees that any deductible or self-insured retention may be satisfied by either the named insured or BBHC, if so, elected by BBHC, and CONTRACTOR agrees to obtain same in endorsements to the required policies.

9.10 Unless prohibited by the applicable policy, CONTRACTOR waives any right to subrogation that any of CONTRACTOR’s insurers may acquire against BBHC and agrees to obtain same in an endorsement of CONTRACTOR’s insurance policies.



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9.11 CONTRACTOR must require that each subcontractor is adequately insured for the Services provided by that subcontractor on substantially the same insurance terms and conditions required of CONTRACTOR under this article. CONTRACTOR must also require that all such subcontractors comply with these requirements and list “Broward Behavioral Health Coalition, Inc.,” as additional insured under the applicable insurance policies.

9.12 In the event CONTRACTOR or any subcontractor fails to maintain the insurance required by this Agreement, BBHC may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to CONTRACTOR. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed under the indemnification and hold harmless requirements of this Agreement.

9.13 Any required workers’ compensation or employer’s liability insurance must include any applicable federal or state employer’s liability laws including, but not limited to, the Federal Employer’s Liability Act, the Jones Act, and the Longshoreman and Harbor Workers’ Compensation Act. Any required professional liability insurance must include coverage for all claims that are reported within at least three (3) years following the expiration or termination of this Agreement unless a longer period is indicated in **Exhibit “B”**.

ARTICLE X. EXAMINATION OF RECORDS; PUBLIC RECORDS; AND AUDIT RIGHTS

101 BBHC shall have reasonable access and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder, during normal business hours.

102 To the extent CONTRACTOR is acting on behalf of BBHC as stated in Section 119.0701, Florida Statutes, CONTRACTOR must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by BBHC in order to perform the services under this Agreement;
- b. Upon request from BBHC, provide the public with access to such public records on the same terms and conditions that BBHC would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to BBHC; and



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

BBHC shall have the right to immediately terminate this Agreement for the refusal by the CONTRACTOR to comply with these requirements or Chapter 119, Florida Statutes.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BBHC'S CUSTODIAN OF PUBLIC RECORDS AT PHONE NUMBER: (954) 622-8121; SFLEISCHMANN@BBHCFLOIDA.ORG; AND BROWARD BEHAVIORAL HEALTH COALITION, INC., 3521 W. BROWARD BLVD., SUITE 206, LAUDERHILL, FL 33312.

103 BBHC reserve the right to audit the CONTRACTOR's books, records, and accounts pertaining to this Agreement at any time, during normal business hours during the term of the Agreement during the performance and term of the Agreement, and for a period of three (3) years after termination or expiration of this Agreement, or until resolution of any audit findings,



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whichever is longer. CONTRACTOR also agrees to allow any BBHC representative (including any outside representative engaged by BBHC) audit or inspect financial records, supporting

documents, statistical records, and any other documents pertinent to this Agreement. If an auditor determines that the CONTRACTOR was paid for Services not performed or paid in excess of materials or services provided, the CONTRACTOR shall reimburse the BBHC for such overpayment. CONTRACTOR hereby grants BBHC the right to conduct such audit or review at CONTRACTOR'S place of business, if deemed appropriate by BBHC, with seventy-two (72) hours' advance notice.

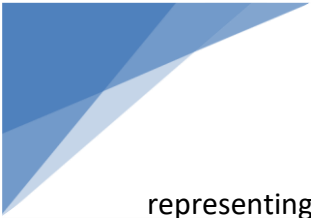
CONTRACTOR must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR must make the same available in written form at no cost to BBHC.

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

ARTICLE XI. CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that it presently has no interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder and that it shall not employ any person having such conflicting interests in the performance of the Agreement. ***CONTRACTOR further covenants that CONTRACTOR, and any person employed by CONTRACTOR in the performance of this Agreement, shall comply with BBHC's Conflict of Interest Policy.***

11.2 CONTRACTOR agrees to abide by the following terms and provisions:
Neither CONTRACTOR nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of CONTRACTOR'S officers or employees will serve as an expert witness against BBHC in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, such persons will not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of BBHC in connection with any such pending or threatened legal or administrative proceeding unless compelled by the legal process. The limitations of this section will not preclude CONTRACTOR or any persons in any way from



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representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

ARTICLE XII. PUBLICITY; RESTRICTION ON THE USE OF NAME, LOGO

It is also agreed that no advertising publicity matter having or containing any reference to BBHC or in which the name is mentioned, shall be used nor shall any other use of BBHC's employees' names, logos, or trademarks be made by the CONTRACTOR or anyone on the CONTRACTOR's behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of BBHC.

ARTICLE XIII. ASSIGNABILITY

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of BBHC thereto. All subcontractors must be expressly identified and approved in advance and in writing by BBHC. Except for subcontracting approved by BBHC in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CONTRACTOR without the prior written consent of BBHC. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit BBHC to terminate this Agreement in accordance with the provisions of this Article, in addition to any other rights and remedies available to BBHC at law or in equity.

ARTICLE XIV. CONTRACTOR CERTIFICATIONS, LICENSES, AND PERMITS

14.1 CONTRACTOR represent and warrants that, prior to the commencement of work under this Agreement, that CONTRACTOR and any of his/her/its agents, employees, or subcontractors, or anyone directly or indirectly employed by either, has or will obtain and maintain in force and effect throughout the term of this Agreement, any and all certificates, licenses and permits necessary for CONTRACTOR to fulfill its obligations herein or required by any applicable federal, state or local law, regulation or ordinance or any professional organization.

14.2 The CONTRACTOR represents and warrants to BBHC that:

14.2.1 It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;

14.2.2 It is experienced and skilled in the specialized type of Services described in the Agreement;

14.2.3 It is able to provide the labor, materials, and equipment necessary to perform the Services for the agreed upon fees;



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14.2.4. It will comply with all applicable federal, state, local laws, ordinances, rules and regulations relating to its duties, responsibilities, and obligations as set forth in this Agreement.

ARTICLE XV. WAIVER OF DEFAULT

Any failure by BBHC at any time, or from time to time, to enforce or require the strict keeping and performance by CONTRACTOR any of the terms or conditions of this order shall not constitute a waiver by BBHC of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or right of BBHC at any time to avail itself of such remedies as it may have, for any such breach or breaches of such terms or conditions.

ARTICLE XVI. INDEPENDENT CONTRACTOR

16.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not BBHC's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with those of BBHC, the State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. CONTRACTOR agrees that it is a separate and independent enterprise from BBHC, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and BBHC and BBHC will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid or minimum wages and/or overtime premiums.

16.2 CONTRACTOR shall pay all contributions, taxes, and premiums payable under Federal, State, and Local Laws upon the payroll of employees engaged in the performance of work under this Agreement, and all sales, use, excise, transportation, privilege, occupational, and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save BBHC harmless from and indemnify BBHC for liability for any such contributions, premiums, and taxes.



Broward Behavioral Health Coalition, Inc.

ARTICLE XVII. GOVERNING LAW; JURISDICTION; VENUE

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or Local Law, Ordinance, Rule, or Regulation shall be deemed to be incorporated herein. This Agreement shall be governed by Florida Law and disputes arising hereunder shall be subject to the jurisdiction and venue of the State or Federal Courts residing in Broward County, Florida.

ARTICLE XVIII. DISCRIMINATION

18.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, or pregnancy, in the performance of this Agreement. CONTRACTOR agrees to adhere to the principles and requirements set forth in all State, Federal and Local Laws including those pertaining to non-discrimination. CONTRACTOR specifically agrees to comply with the following EEO clauses that are here by incorporated by reference: 41 CFR 60-1.4; 41 CFR 60-250.4 and 41 CFR 60-741.4.

18.2 CONTRACTOR further agrees by entering into this Agreement to maintain employment policies and practices that affirmatively promote equality of opportunity for minority-group persons and women; to take affirmative steps to hire and promote women and minority-group persons at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large; and provide non-segregated facilities for all employees.

18.3 No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

18.4 CONTRACTOR shall maintain a Drug-Free workplace as pursuant to § 112.0455, Florida Statutes.

ARTICLE XIX. MISCELLANEOUS PROVISIONS

19.1 **Conflict of Terms.** In the event of any conflict between this Agreement, all attachments and documents incorporated herein and other documents that may be part of this Agreement, the language of this Agreement shall govern.

19.2 **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating or affecting the validity of the remaining provisions of this Agreement.



Broward Behavioral Health Coalition, Inc.

19.3 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. Even if not physically attached, the exhibits should be treated as an essential element and therefore a part of this Agreement and are hereby incorporated herein by this reference.

19.4 CONTRACTOR shall abide by all of the applicable DCF contracts, and Substance Abuse and Mental Health Services Administration SAMHSA or U.S. Department of Health and Human Services (HHS) grant principles, standards, and requirements, and CONTRACTOR acknowledges that such covenants and representations are part of, and are incorporated by reference into this Agreement.

19.5 Merger. This Agreement constitutes the entire Agreement between the parties. All negotiations and oral understandings between the parties are merged herein.

19.6 Legal Representation. Each party to this Agreement expressly acknowledges that this Agreement results from the negotiations between the parties. Each party contributed to the drafting of this Agreement and had the opportunity to be represented by legal counsel. 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.

19.7 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.8 Counterparts. This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

19.9 Authority. The persons signing this Agreement below represent and warrant that they have full authority to execute this Agreement on behalf of the party for whom (s)he is signing and to bind such party with respect to all provisions contained in this Agreement.

19.10 Compliance with Laws.

19.10.1 CONTRACTOR and the Services it provides must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

19.10.2 CONTRACTOR shall comply with the provisions of the Byrd Amendment (31 U.S.C. 1352) prohibiting the use of appropriated funds to pay any person for influencing or attempting to influence the executive or legislative branch with respect to certain specified actions.



Broward Behavioral Health Coalition, Inc.

19.11 If this Agreement involves over \$100,000 of Federal Funds, CONTRACTOR shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended the Clean Air Act, as amended (42 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 (2 CFR, Part 1500). CONTRACTOR shall report any violations of these provisions to BBHC and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE XX. DEBARMENT

20.1 CONTRACTOR represent and warrants that CONTRACTOR (or anyone with a direct or indirect ownership control or interest) has never been (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) excluded from participation in any federal health care program, including Medicare and Medicaid. CONTRACTOR must immediately notify BBHC if any of the foregoing conditions occur.

20.2 By accepting this Agreement, CONTRACTOR and any sub-contractors related to this agreement becomes obligated to comply with §448.095, Florida Statute, "Employment Eligibility," including registration and use of the E-Verify system. Please contact BBHC for more information if you are unsure of the requirements this imposes.

20.3 BBHC reserves the right to terminate this Agreement immediately upon notification by CONTRACTOR, or discovery by BBHC that any of the foregoing conditions occurred.

ARTICLE XXI. PROTECTED HEALTH INFORMATION

21.1 It is expressly understood by the Parties that BBHC and its agents have access to protected health information, in any form or electronic media ("PHI") that is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. §§ 160, 162, and 164 and related regulations. To the extent CONTRACTOR will have or be given access to Protected Health Information as part of performing services hereunder, CONTRACTOR will be deemed a Business Associate of BBHC for purposes of this Agreement and will comply with all requirements of a Business Associate under HIPAA and BBHC's Business Associate Agreement which shall be provided for execution by CONTRACTOR and incorporated herein, if applicable.

21.2 CONTRACTOR must fully protect individually identifiable health information as required by HIPAA and, if requested by BBHC, must execute the current form Business Associate Addendum for the purpose of complying with HIPAA. Where required, CONTRACTOR must handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of BBHC's use of such PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or



Broward Behavioral Health Coalition, Inc.

earlier termination of this Agreement. CONTRACTOR must ensure that the requirements of this Article are included in all agreements with its subconsultants.

21.3 CONTRACTOR shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

21.4 CONTRACTOR must ensure that the requirements of this Article are included in all agreements with its subcontractors.

ARTICLE XXII. E-VERIFY

Unauthorized aliens shall not be employed. BBHC shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. §1324 a), §101 of the Immigration Reform and Control Act of 1986, and §448.095, Florida Statutes. Such violation shall be cause for unilateral cancellation of this contract by BBHC. The CONTRACTOR 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>. The CONTRACTOR shall certify compliance with these requirements by submittal of the certification contained in **Exhibit "C."**

ARTICLE XXIII. NOTICE

Whenever any party is required to give or deliver any notice to any other party under this Agreement, or desires to do so, such notices shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, sent via registered or certified mail with postage prepaid, return receipt requested, or by private postal service, addressed to the parties below:

FOR CONTRACTOR:

Raelin Storey, City Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020
Telephone No. (954) 967-4357

FOR BBHC:

Suzette Fleischmann, CEO
Broward Behavioral Health Coalition, Inc.
3521 West Broward Boulevard, Suite 206
Lauderhill, Florida 33312
Telephone No. (954) 622-8121



Broward Behavioral Health Coalition, Inc.

LEGAL: Julie F. Klahr, General Counsel
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year as provided below:

BBHC:

Suzette Fleischmann, Chief Executive Officer
Broward Behavioral Health Coalition, Inc.

Date: _____

CONTRACTOR:

CITY OF HOLLYWOOD

Signature: _____ Date: _____

Print Name: _____

Print Title: _____

Fed ID No.: _____



Broward Behavioral Health Coalition, Inc.

EXHIBIT "A"

Updated Deliverables

Proposed Outcomes and Quarterly Deliverables FY 26-27

Exhibit A of the Agreement is amended to provide the following Outcomes and Deliverables

Quarters 1 - 4

- Continue providing the EMS Services
- Continue tracking outcomes
- Continue entering data in the DCF selected data system (as applicable)

Please refer to DCF Guidance Document #41 for additional program requirements, responsibilities, and additional details.



Broward Behavioral Health Coalition, Inc.

EXHIBIT "B" REQUIRED INSURANCE

The insurance requirements specified in this **Exhibit "B"**, attached to and made a part of Agreement, are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement. Pursuant to Article IX of Agreement, and this **Exhibit "B,"** CONTRACTOR agrees to the following policies of insurance which must include the following coverage and minimum limits of liability:

- 1. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

- a. Each Occurrence Limit - \$1,000,000
- b. Fire Damage Limit (Damage to rented premises) - \$100,000
- c. Personal & Advertising Injury Limit - \$1,000,000
- d. General Aggregate Limit - \$2,000,000
- e. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

- 2. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet or subcontracted, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- a. Worker's Compensation Statutory
- b. Employer's Liability \$500,000 each accident
\$500,000 Disease-policy limit
\$500,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide BBHC with proof of such exemption along with a written request for BBHC to exempt CONTRACTOR, written on CONTRACTOR's letterhead.



Broward Behavioral Health Coalition, Inc.

3. **AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - a. Comprehensive Form - \$500,000
 - b. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
 - c. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
 - c. Owned Auto - \$500,000
 - d. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000
4. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE** with a limit of liability no less than \$1,000,000 per wrongful act with a deductible not to exceed \$100,000 per claim. This coverage shall be maintained for a period of no less than ten (10) years after final payment of the contract.
5. **EXCESS LIABILITY / UMBRELLA**
6. **REQUIRED ENDORSEMENTS**
 - a. "Broward Behavioral Health Coalition, Inc." shall be named as an Additional Insured on each of the policies required herein, except Professional Liability/Errors & Omissions and Worker's Compensation Insurance policies.
 - b. Waiver of all Rights of Subrogation against BBHC
 - c. 30 Day Notice of Cancellation or Non-Renewal to BBHC
 - d. CONTRACTOR's policies shall be Primary & Non-Contributory, except Professional Liability/Errors & Omissions and Worker's Compensation Insurance policies.
 - e. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment by BBHC.



Broward Behavioral Health Coalition, Inc.

EXHIBIT "C"

BROWARD BEHAVIORAL HEALTH COALITION, INC. (BBHC) E-VERIFY FORM UNDER §448.095, FLORIDA STATUTES

Contractor: CITY OF HOLLYWOOD

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer, or a third party under contract with a public employer such as BBHC, to provide labor, supplies, or services to such employer or third party in exchange for salary, wages, or other remuneration.

"Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a Contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

"Unauthorized alien" means an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The term must be interpreted consistently with that section and any applicable federal rules or regulations.

2. Contractors, shall register with and use the U.S. Department of Homeland Security's E-verify system in order to verify the work authorization and employment eligibility status of all newly hired employees including:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with BBHC. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with BBHC; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of §448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



Broward Behavioral Health Coalition, Inc.

3. Contract Termination may occur:

- a) If BBHC has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09 (1), Florida Statute, the contract shall be terminated.
- b) If BBHC has a good faith belief that a subcontractor knowingly violated §448.095 (2), but the Contractor otherwise complied with §448.095 (2), Florida Statute, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a contract by BBHC for a period of one (1) year after the date of termination.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing information and that the facts stated in it are true to the best of my knowledge and belief.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____, _____, by _____ on
behalf of _____. He/she is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Broward Behavioral Health Coalition, Inc.

EXHIBIT D

RATE OF COMPENSATION

RATE	COST
Year 3 FY 26-27 \$27,315.18 per month (12 Months)	\$ 327,782.20*

* Subject to appropriation by the Florida Department of Children and Families.



Attestation of Compliance with Employee Screening

The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, F.S., as a condition of initial and continued employment that shall include but not be limited to:

- A.** 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 (one time – prior to hiring);
- B.** Employment history checks (one time – prior to hiring);
- C.** Fingerprinting for all criminal record checks (once prior to hiring and subsequently every five years);
- D.** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE) (once prior to hiring and subsequently every five years);
- E.** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement (once prior to hiring and subsequently every five years); and
- F.** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer. This should be accomplished using an Affidavit of Good Moral Character, completed once prior to hiring and subsequently every five years.

I attest to confirming our agency's compliance with the above stated requirements for FY 25-26 as of the date signed below.

Signature: _____

Name: _____

Title: _____

Agency: _____

Contract(s): _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature_____
Date_____
Name (type or print)_____
Title

BROWARD BEHAVIORAL HEALTH COALITION, INC.
EMPLOYMENT ELIGIBILITY AFFIDAVIT FORM
PURSUANT TO §448.095, FLORIDA STATUTES

Provider/Contractor

Name: _____

Contract No.: _____

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Employee” means an individual filling a permanent position who performs labor or services under the control or direction of an employer that has the power or right to control and direct the employee in the material details of how the work is to be performed in exchange for salary, wages, or other remuneration. An individual hired for casual labor, as defined in §443.036, Florida Statutes, which is to be performed entirely within a private residence is not an Employee of an occupant or owner of a private residence. An independent contractor, as defined in federal laws or regulations, hired to perform a specified portion of labor or services is not an Employee.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“Unauthorized alien” means an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The term must be interpreted consistently with that section and any applicable federal rules or regulations.

2. Contractor certifies that it has registered with and uses the E-verify system in order to verify the work authorization status of all new employees and requires the same of its Subcontractors.

3. Contractor has registered for and utilizes the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of its new employees.

4. Contractor requires the same and upon entering into a contract with its Subcontractors requires the Subcontractor to execute an affidavit in accordance with §448.095, Florida Statutes, stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor maintains such affidavits for the duration of the contract.

5. All persons employed by Contractor and any Subcontractor to perform employment duties within Florida during the term of the contract

6. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Broward Behavioral Health Coalition, Inc. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Area Agency on Aging of Broward County; and

7. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

8. Contract Termination may occur:

a) If Broward Behavioral Health Coalition, Inc. has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1) Florida Statutes, the contract shall be terminated.

b) If Broward Behavioral Health Coalition, Inc. has a good faith belief that a subcontractor knowingly violated §448.095(2), Florida Statutes, but the Contractor otherwise complied with §448.095(2) Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
 _____) ss
 COUNTY OF _____)

The foregoing instrument was sworn and subscribed or affirmed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

 NOTARY PUBLIC

 (Name of Notary Typed, Printed or Stamped)

 Title or Rank

 Serial number, if any

FOREIGN COUNTRY OF CONCERN ATTESTATION (FORM PUR 1355)

Form Source: [State Purchasing \(PUR\) Forms](#)

ANNOTATIONS

Foreign Country of Concern Attestation. In accordance with section 287.138, F.S., a contract between a Governmental Entity and an entity which would give access to an individual's Personal Identifying Information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," effective 10/23, which is incorporated herein by reference and available at

<http://www.flrules.org/Gateway/reference.asp?No=Ref-15958%20> or on the Department's website at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms. In accordance with section 287.138, F.S., beginning on or after the dates provided in section 287.138(4), F.S., a Governmental Entity may not accept a bid, proposal, or reply for a contract which would grant an entity access to an individual's Personal Identifying Information unless the entity provides the Governmental Entity with an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form."

"Controlling Interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

(Source: Fla. Stat 287.138 Contracting with entities of foreign countries of concern prohibited)

"Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

(Source: Fla. Stat 287.138 Contracting with entities of foreign countries of concern prohibited)

"Governmental Entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(Source: Fla. Stat 287.138 Contracting with entities of foreign countries of concern prohibited)

"Personal Identifying Information" means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (I) A social security number;
- (II) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- (III) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- (IV) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- (V) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b.A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

(Source: Fla. Stat 501.171 Security of confidential personal information)

(commonly referred to as the Florida Information Protection Act of 2014)

"Principal Place of Business" shall mean the primary location where the entity's executive-level management direct, control, or coordinate the entity's activities.

(Source: Rule 60A-1.020 Attestation Forms)

FOREIGN COUNTRY OF CONCERN ATTESTATION (FORM PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

		LEGAL NAME
OF VENDOR SIGNING AGREEMENT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.		
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.		
Printed Name: _____		
Title: _____		
Signature: _____		Date: _____

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

To the extent that Broward Behavioral Health Coalition, Inc. (“Covered Entity”) discloses Protected Health Information to **CITY OF HOLLYWOOD**, (“Business Associate”) (Covered Entity and Business Associate may each be referred to as a “party” and together as “parties”) in connection with services or products provided to Covered Entity by Business Associate, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, (“HIPAA”). Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and the Florida Information Protection Act (§501.171, Florida Statutes).

1. Definitions

(a) **Business Associate.** “Business Associate” shall have the same meaning as the term “business associate” as defined in 45 CFR 160.103, and in reference to this BAA shall mean the individual or entity identified above as the Business Associate.

(b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” as defined in 45 CFR Part 160.103, and in reference to the party to this BAA, shall mean Broward Behavioral Health Coalition, Inc..

(c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules found at 45 CFR Part 160 and Part 164.

(d) The following terms used in this BAA shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used in this BAA shall have the same meaning as those terms defined in the Florida Information Protection Act, §501.171, Florida Statutes: “customer records,” “personal information,” and “third-party agent.” All terms that may be defined in multiple laws, i.e., HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this BAA to the Code of Federal Regulations, federal law, or Florida law shall mean the cited section as that section may be amended from time to time.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BAA.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within three (3) business days, any Use or Disclosure of the Protected Health Information not provided for by this BAA, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR §164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by § 501.171, Florida Statutes.

(d) In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agents or Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by HITECH.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and

manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528, HITECH, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528, HITECH, and Florida law. Such accounting must be provided without cost to the Individual or Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BAA, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or Disclosure of Protected Health Information in violation of this BAA.

(m) Business Associate agrees to indemnify, insure, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BAA or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under HITECH, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BAA for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA; and

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) ensure that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) ensure that any key personnel (senior executive level) changes by Business Associate that would eliminate the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, no later than the fifth (5th) business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident, as defined in 45 CFR §164.304, of which it becomes aware in accordance with the time frame provided in section 2(c) of this BAA pursuant to risk assessment procedures established under 45 CFR §164.308(a)(6); and

(6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR §164.306(a).

(o) Except as otherwise allowed in this BAA, HIPAA, and HITECH, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and HITECH to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA,

HITECH, and the Florida Information Protection Act (§501.171, Florida Statutes), as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of HITECH that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BAA.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under §3002(b)(2)(B)(vi) of the Public Health Service Act, as added by HITECH.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of §164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of HITECH that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BAA.

(4) In accordance with §164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material Breach or violation of the other party's obligation under the BAA, the non-breaching party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy shall be provided to the Business Associate). Any use or disclosure permitted by this BAA may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice (which must also be provided) shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees that it has reviewed and understands the HIPAA Rules as they apply to Business Associate, and that it will comply with the applicable requirements of the HIPAA Rules, as well as any applicable amendments.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

(a) General Use and Disclosure Provisions. Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BAA, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BAA.

(b) Specific Use and Disclosure Provisions.

(1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively “Underlying Agreement”), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.

(3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(4) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR §164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI for a particular period of time, and the Individual (i) revokes such authorization, (ii) the effective term of the Individual's authorization has expired, or (iii) such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

4. **Term, Survival and Termination**

(a) Term. The term of this BAA shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BAA and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within thirty (30) days of Business Associate's reasonably acquiring knowledge of the Breach or attempted Breach.

(c) Effect of Termination.

(1) Except as provided below in §§4(c)(2) and 4(c)(3)(v) of this BAA, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BAA, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. Business Associate's obligations under this BAA shall survive the termination of this BAA and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5. Interpretation and Amendment of this BAA: To the degree the terms of this BAA conflict with or appear inconsistent with the terms of any underlying contract, the terms of this BAA shall control. A reference in this BAA to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, HITECH, and where applicable the Florida Information Protection Act. The parties hereto agree to negotiate in good faith to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, HIPAA, Florida law, and any other applicable law, and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BAA shall be valid unless it is set forth in writing and agreed to by both parties.

6. No Third Party Rights/Independent Contractors: The parties to this BAA do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

7. Notices: Any notice required or permitted by this BAA to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or

expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BAA by written notice to the other party.

Notice to: Suzette Fleischmann, CEO
Broward Behavioral Health Coalition, Inc.
3521 West Broward Blvd, Suite 206
Lauderhill, FL 33312

With a copy to: Julie F. Klahr, General Counsel
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

Notice to Business Associate: Raelin Storey
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

8. **Florida Information Protection Act:** Business Associate agrees and understands that the services and/or goods provided under the BA consist, at least in part, of “customer records” that contain “personal information,” as defined in the Florida Information Protection Act, §501.171, Florida Statutes (the “Act”). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate’s possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Covered Entity as indicated herein, and Business Associate shall work with Broward Health as required by the Act to assist in any of the following actions:

(a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Company

(b) Provide notice to any and all consumers whose personal information has been breached;

(c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

(d) Ensure that Business Associate’s third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Covered Entity who experience a breach notify Covered Entity immediately, and work with Business Associate and Covered Entity as outlined in this section of the Addendum.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

9. Miscellaneous

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BAA is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this BAA without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

(d) **Severability.** The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(e) **Entire Agreement.** This BAA, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BAA is in effect, constitutes the entire BAA between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BAA in any provisions of the exhibits, riders, or amendments, the provisions of this BAA shall control.

IN WITNESS WHEREOF, the parties have executed this BAA, effective as of the last signature date below.

COVERED ENTITY:

**BROWARD BEHAVIORAL HEALTH.
COALITION, INC**

By: _____
Suzette Fleischman, CEO

Date: _____

BUSINESS ASSOCIATE:

CITY OF HOLLYWOOD

By: _____

Name: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING LOBBYING
(Form PR003-06)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require the language of this certification be included in any subsequent contract, grant, loan, or cooperative agreement award document(s) for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application/Contract Number

Name of Organization

Address of Organization