



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment and first renewal option (for three months) with HENDERSON BEHAVIOR HEALTH, INC. for ITN-2020-001-OA - BEHAVIORAL HEALTH SERVICES for face to face mental health counseling services for Broward College students. Fiscal Impact: Estimated \$91,000.00 (cumulative\$1,330,634.00)

Presenter(s): Janice Stubbs, Vice President of Student Services

What is the purpose of this contract and why is it needed? The purpose of this item is to exercise the first renewal option with Henderson Behavioral Health, Inc. for an additional three months from July 1, 2024, and not to exceed September 30, 2024, for ITN-2020-001-OA - BEHAVIORAL HEALTH SERVICES. These three months are necessary to properly transition and finalize: (I) the solicitation in progress for online behavioral health services, and (II) the hiring of a mental health counselor(s) for in-house services. The College would like to transition the face-to-face mental health counseling services from outsourcing the services and instead these services be offered by College staff (to be hired in the coming months).

For this contract amendment and renewal for three months, the Vendor did not increase prices and nothing else changed regarding scope of work or other terms and conditions.

The College has a standard contract agreement with Henderson Behavioral Services as a result of ITN-2020-001-OA (see MT items 6769 and 11135). The College then obtained a SAMHSA Suicide Prevention Grant (Project Lifeline). This grant, among other things, provided funding to expand the hours of mental health counseling being provided by Henderson Behavioral Services (see MT item 10451).

What procurement process or bid waiver was used and why? A formal competitive solicitation process per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 was used (ITN-2020-001-OA - BEHAVIORAL HEALTH SERVICES). The expansion of hours that is being funded through the SAMHSA grant, was obtained through a contract amendment.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? This funding has been approved as part of the college's budget prep process and board approval.

What fund, cost center and line item(s) were used? CC0352, FD200, 65000:Professional Fees and CC0267 CC301 FD201.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? No. The purpose of this three month extension is so that the college can switch from this vendor to hiring our own mental health counselors.

Was there a return on investment anticipated when entering this contract? We expect vendor to continue to provide the services per contract and scope of work specifications.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, provide a best in class student experience under the Empowering Student Development Tactic.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] **if the College’s standard contract was used and was this acceptable to the Legal Office?** [to be answered by the Legal Office]

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$14,750.00 from CC0352, BU010, FD200, PG000369, GR001095 and \$76,250.00 from CC0267, BU301, FD201, PG000423

06/25/24	CC0352 · Student Services SAMHSA Grant Services	(\$14,750.00)
06/25/24	CC0267 · Student Assistance Program Henderson/SAP CC	(\$76,250.00)

TOTAL: (\$91,000.00)

Janice Stubbs

Janice Stubbs, Vice President of Student Services 6/6/2024



#1 AMENDMENT TO THE BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this 16th day of July, 2022,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

HENDERSON Behavioral Health, Inc.

(hereafter referred to as Vendor),
a Limited Liability Company,
who is located at
4740 North State Road 7, Lauderdale Lakes, FL 33319

WHEREAS, the parties entered an Agreement with an Effective Date of July 1, 2020;

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the parties seek to add additional staffing, hours of operations, additional funds and clarify the scope of services;

NOW and **THEREFORE**, the Behavioral Health Services Agreement is amended as follows:

1. **Add** the attached Suicide Prevention Grant (Project Lifeline) – SAMHSA Deliverables and Scope of Work additional services and pricing/schedule to the Agreement’s Exhibit A.
2. Add the Federal Funds Project Addendum.
3. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
4. **No further amendments**. All remaining terms in the Agreement remain the same.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

HENDERSON BEHAVIORAL HEALTH, INC.

By Steven Ronik Digitally signed by Steven Ronik
Date: 2022.05.05 15:39:56 -04'00'

Name Steven Ronik, Ed.D.

Title CEO

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By Jeffrey Nasse DocuSigned by:
CE71DBD3F9B8460...

Name Jeffrey Nasse

Title Provost & SVP Academic Affairs



SAMHSA Suicide Prevention Grant (*Project Lifeline*) Augmented Mental Health Services for Broward College Deliverables and Scope of Work

Goal

Project Lifeline is a federal grant funded by the U.S. Department of Health and Human Services and Substance Abuse and Mental Health Administration (SAMHSA) that began September 30, 2021 and subject to annual renewal based on adequate performance. *Project Lifeline's* goal is to build capacity and a sustainable infrastructure that will meet the fast-changing needs of the student population and reach the most at-risk or vulnerable population of students at-risk. The extension will respond to need for services so that the demand does not outpace capacity. The licensed professional will offer group and individual therapy sessions, as well as link students with community and campus resources. Special group therapy or psycho-educational groups will be conducted for student groups such as veterans, students that were involved in tragic events impacting their daily lives and mental health such as the school shooting, or students at risk for substance use disorders.

The challenges, identified by this project's needs assessment, are to better develop, coordinate, and enhance the limited, existing infrastructure to increase capacity and deliver the services students need in a timely and effective manner, reduce the stigma surrounding mental health, increase awareness by students and staff/faculty of available resources, and promote help seeking behavior.

Background Information

With the high number of students experiencing anxiety/depression or at risk of dying by suicide, especially special populations such as those who are a member of the LGBTQ community or student veterans, there is a need to expand the network.

- We need to reduce the barriers to seeking help. We would like to make services more accessible, convenient, and culturally appropriate.
- Having self-help options that students can access on demand, 24/7.
- *Project Lifeline* will expand its network of mental health and suicide prevention services throughout the campuses.
- *Too little staffing able to meet demand for services* – Not enough funding is provided at the state level to local government for the implementation of mental health programs.
- 78% of BC students attend classes on a part-time basis. They have many other time commitments such as full-time or part-time employment and caring for their families or family members. Many students find traditional office hours for service appointments difficult to attend, meaning 9am-5pm hours are insufficient to meet the current need. *Project Lifeline* will provide this extended access to mental health services and support the exposure to positive messaging around mental health for students.

The extension of the network will include expanding campus mental health services for students including access to a licensed mental health professional after hours and on-weekends when services

are typically not available but needed for students at-risk. The extension will respond to need for services so that the demand does not outpace capacity. The licensed professional will offer group and individual therapy sessions, as well as link students with community and campus resources.

Expected Deliverables

- Increase access to mental health therapy after 7pm weekdays or on weekends.
- Offer 24/7 online, chat, and text feature for sessions.
- Provide support for Spanish, Creole, and French-speaking students.
- Employ risk assessment resources such as the Zero Suicide Toolkit and/or the Columbia Suicide Severity Rating Scale
- Provide qualified licensed professional that specializes in the following but not limited to:
 - Anxiety/Phobias
 - Depression/Loss/Grief
 - Interpersonal Conflicts/Relationships issues
 - Self-esteem/Personal Growth
- Data reporting as required at intervals by the grant sponsor

Vendor Methodology

Contract Execution Date – 8/31/2022

Vendor will provide 120 hours of direct client care @ \$85 per hour. Total funding of \$10,200. Funds will be utilized to increase number of students served and to improve access to care. For improved access to care, Vendor will extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

9/1/2022 – 8/31/2023,

Vendor will provide 700 hours of direct client care @ \$85 per hour. Total of \$59,500. Funds will be utilized to increase number of students served and to improve access to care. For improved access to care, Vendor will extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

9/1/2023 – 8/31/2024

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extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

GRANT FUNDING FOR THESE SERVICES IS ONLY SECURED UNTIL 8/31/2022 ALTHOUGH MAY BE EXTENDED INTO 2023 PENDING GRANTING AGENCY APPROVAL. THE VENDOR SHALL NOT EXCEED THE CURRENT AVAILABLE FUNDS. THE COLLEGE, IN ITS SOLE DISCRETION, WILL ADD FUNDS VIA A CONTRACT AMENDMENT IN THE EVENT THAT THE COLLEGE RECEIVES ADDITIONAL FUNDS TO CONTINUE THESE SERVICES.

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

Henderson Behavioral Health, Inc.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Henderson Behavioral Health, Inc.

Address, City, State, and Zip Code: 4740 North State Road 7, Suite 201, Lauderdale Lakes, FL 33319

Phone Number: (954) 777-1626

Printed Name and Title of Authorized Representative: Steven Ronik, Ed.D. / Chief Executive Officer

Email Address: sronik@hendersonbh.org

Signature of Authorized Representative: Steven Ronik

Digitally signed by Steven Ronik
Date: 2022.05.05 15:46:20 -04'00'

Date: May 5, 2022

APPROVAL PATH: 12281: Henderson Behavioral Health, Inc. (ITN-2020-001-OA - Behavioral Health Services) Renewal

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Esmeralda Sweeney	AVP Review		 Completed	
2	Janice Stubbs	VP Review		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Zaida Riollano	Procurement Approval		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Board Clerk	Agenda Preparation		 Completed	
9	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
10	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



AMENDMENT #3 TO THE BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of the effective date of this amendment, which is the date of the last party's signature, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida, whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, FL 33301

And

HENDERSON BEHAVIORAL HEALTH, INC.

(hereafter referred to as Vendor),
a company, who is located at
4740 North State Road 7, Lauderdale Lakes, FL 33319

WHEREAS, the parties entered an Agreement for BEHAVIORAL HEALTH SERVICES (ITN-2020-001-OA) dated on or about July 1, 2020, as amended (the "Contract"), which expires on June 30, 2024,

WHEREAS, the Contract may be amended only when reduced to writing and signed by both Parties, and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Term Extension**. The Contract shall be extended for three (3) months, commencing July 1, 2024 with a last day of September 30, 2024.
2. **Pricing**. For the period of this Term Extension, in lieu of the amounts set forth on Exhibit A-1, BC shall pay to Vendor: \$30,333.33 per month for the first two (2) months and then \$30,333.34 for the last month.
3. **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.

5. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

HENDERSON BEHAVIORAL HEALTH, INC.

By _____

Name _____

Title _____

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____

BROWARD COLLEGE

#2 AMENDMENT TO THE BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this ____ day of _____, 20____,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

HENDERSON BEHAVIORAL HEALTH, INC.

(hereafter referred to as Vendor),
a Limited Liability Company,
who is located at
4740 North State Road 7, Lauderdale Lakes, FL 33319

WHEREAS, the parties entered an Agreement with an Effective Date of July 1, 2020;

WHEREAS, the parties desire to amend the Agreement; and

NOW and THEREFORE, the Agreement (ITN-2020-001-OA – BEHAVIORAL HEALTH SERVICES) is amended as follows:

1. The contract is hereby renewed for one (1) year from July 1, 2023, to June 30, 2024, and at a price of \$305,374 for that time period.
2. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3. **No further amendments.** All remaining terms in the Agreement remain the same.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

HENDERSON BEHAVIORAL HEALTH, INC.

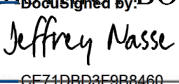
By  _____

Name Steven Ronik, Ed.D.

Title CEO, HBH Inc.

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By  _____
DocuSigned by: CE74BDD3F9B8460...

Name Jeffrey Nasse

Title Provost & SVP Academic Affairs



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

April 11, 2023

HENDERSON BEHAVIORAL HEALTH, INC.
4740 North State Road 7, Suite 201
Lauderdale Lakes, FL 33319

Attn: A. Vivian Demille, Chief Operating Officer
Email: vdemille@hendersonbh.org

Dear Ms. Demille,

This letter shall serve to provide notice of Broward College’s intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **ITN-2020-001-OA** for **BEHAVIORAL HEALTH SERVICES**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same terms and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to oaonte@broward.edu.

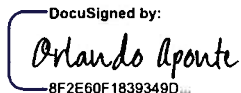
It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

CONTRACT PERIOD: July 1, 2023 through June 30, 2024


If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email oaonte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

Cc: ITN-2020-001-OA File
Esmeralda Sweeney, Associate Vice President, Student Success

TYPE/PRINT NAME Steven Ronik, Ed.D.	TITLE Chief Executive Officer
SIGNATURE 	DATE 4/13/23
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	



#1 AMENDMENT TO THE BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this 16th day of July, 2022,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

HENDERSON Behavioral Health, Inc.

(hereafter referred to as Vendor),
a Limited Liability Company,
who is located at
4740 North State Road 7, Lauderdale Lakes, FL 33319

WHEREAS, the parties entered an Agreement with an Effective Date of July 1, 2020;

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the parties seek to add additional staffing, hours of operations, additional funds and clarify the scope of services;

NOW and **THEREFORE**, the Behavioral Health Services Agreement is amended as follows:

1. **Add the attached Suicide Prevention Grant (Project Lifeline) – SAMHSA Deliverables and Scope of Work additional services and pricing/schedule to the Agreement’s Exhibit A.**
2. **Add the Federal Funds Project Addendum.**
3. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
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FOR VENDOR

HENDERSON BEHAVIORAL HEALTH, INC.

By Steven Ronik Digitally signed by Steven Ronik
Date: 2022.05.05 15:39:56 -04'00'

Name Steven Ronik, Ed.D.

Title CEO

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By Jeffrey Nasse DocuSigned by:
CE71DBD3F9B8460...

Name Jeffrey Nasse

Title Provost & SVP Academic Affairs



SAMHSA Suicide Prevention Grant (*Project Lifeline*) Augmented Mental Health Services for Broward College Deliverables and Scope of Work

Goal

Project Lifeline is a federal grant funded by the U.S. Department of Health and Human Services and Substance Abuse and Mental Health Administration (SAMHSA) that began September 30, 2021 and subject to annual renewal based on adequate performance. *Project Lifeline's* goal is to build capacity and a sustainable infrastructure that will meet the fast-changing needs of the student population and reach the most at-risk or vulnerable population of students at-risk. The extension will respond to need for services so that the demand does not outpace capacity. The licensed professional will offer group and individual therapy sessions, as well as link students with community and campus resources. Special group therapy or psycho-educational groups will be conducted for student groups such as veterans, students that were involved in tragic events impacting their daily lives and mental health such as the school shooting, or students at risk for substance use disorders.

The challenges, identified by this project's needs assessment, are to better develop, coordinate, and enhance the limited, existing infrastructure to increase capacity and deliver the services students need in a timely and effective manner, reduce the stigma surrounding mental health, increase awareness by students and staff/faculty of available resources, and promote help seeking behavior.

Background Information

With the high number of students experiencing anxiety/depression or at risk of dying by suicide, especially special populations such as those who are a member of the LGBTQ community or student veterans, there is a need to expand the network.

- We need to reduce the barriers to seeking help. We would like to make services more accessible, convenient, and culturally appropriate.
- Having self-help options that students can access on demand, 24/7.
- *Project Lifeline* will expand its network of mental health and suicide prevention services throughout the campuses.
- *Too little staffing able to meet demand for services* – Not enough funding is provided at the state level to local government for the implementation of mental health programs.
- 78% of BC students attend classes on a part-time basis. They have many other time commitments such as full-time or part-time employment and caring for their families or family members. Many students find traditional office hours for service appointments difficult to attend, meaning 9am-5pm hours are insufficient to meet the current need. *Project Lifeline* will provide this extended access to mental health services and support the exposure to positive messaging around mental health for students.

The extension of the network will include expanding campus mental health services for students including access to a licensed mental health professional after hours and on-weekends when services

are typically not available but needed for students at-risk. The extension will respond to need for services so that the demand does not outpace capacity. The licensed professional will offer group and individual therapy sessions, as well as link students with community and campus resources.

Expected Deliverables

- Increase access to mental health therapy after 7pm weekdays or on weekends.
- Offer 24/7 online, chat, and text feature for sessions.
- Provide support for Spanish, Creole, and French-speaking students.
- Employ risk assessment resources such as the Zero Suicide Toolkit and/or the Columbia Suicide Severity Rating Scale
- Provide qualified licensed professional that specializes in the following but not limited to:
 - Anxiety/Phobias
 - Depression/Loss/Grief
 - Interpersonal Conflicts/Relationships issues
 - Self-esteem/Personal Growth
- Data reporting as required at intervals by the grant sponsor

Vendor Methodology

Contract Execution Date – 8/31/2022

Vendor will provide 120 hours of direct client care @ \$85 per hour. Total funding of \$10,200. Funds will be utilized to increase number of students served and to improve access to care. For improved access to care, Vendor will extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

9/1/2022 – 8/31/2023,

Vendor will provide 700 hours of direct client care @ \$85 per hour. Total of \$59,500. Funds will be utilized to increase number of students served and to improve access to care. For improved access to care, Vendor will extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

9/1/2023 – 8/31/2024

Vendor will provide 700 hours of direct client care @ \$85 per hour. Total of \$59,500. Funds will be utilized to increase number of students served and to improve access to care. For improved access to care, Vendor will

extend business hours to 8:30am-8pm Monday-Thursday, 8:30am-5pm Friday and will have weekend hours available upon request. Services will be provided within the Zero Suicide transformational framework approach. All clients will develop a Safety Plan/Wellness Toolbox and will be administered the Columbia Suicide Severity Rating Scale (CSSRS) at each counseling visit. Recommended service array, intensity and frequency will depend on severity of symptoms and/or risk. There will be no fees assessed to students for counseling services.

GRANT FUNDING FOR THESE SERVICES IS ONLY SECURED UNTIL 8/31/2022 ALTHOUGH MAY BE EXTENDED INTO 2023 PENDING GRANTING AGENCY APPROVAL. THE VENDOR SHALL NOT EXCEED THE CURRENT AVAILABLE FUNDS. THE COLLEGE, IN ITS SOLE DISCRETION, WILL ADD FUNDS VIA A CONTRACT AMENDMENT IN THE EVENT THAT THE COLLEGE RECEIVES ADDITIONAL FUNDS TO CONTINUE THESE SERVICES.

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

Henderson Behavioral Health, Inc.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Henderson Behavioral Health, Inc.

Address, City, State, and Zip Code: 4740 North State Road 7, Suite 201, Lauderdale Lakes, FL 33319

Phone Number: (954) 777-1626

Printed Name and Title of Authorized Representative: Steven Ronik, Ed.D. / Chief Executive Officer

Email Address: sronik@hendersonbh.org

Signature of Authorized Representative: Steven Ronik

Digitally signed by Steven Ronik
Date: 2022.05.05 15:46:20 -04'00'

Date: May 5, 2022



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of July 1 2020 between the District Board of Trustees of Broward College, Florida ("College") and Henderson Behavioral Health, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years after execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Thania Brenes, tbrenes@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$(see Exhibit A) in general liability insurance, \$(see Exhibit A) in automobile liability insurance, \$(see Exhibit A) in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

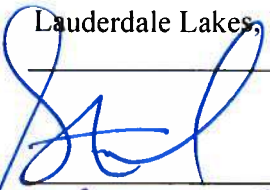

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Henderson Behavioral Health, Inc.</u>	Tax ID No.	<u>59-0711167</u>
Authorized Representative	<u>Steven Ronik, Ed.D.</u>	Title	<u>CEO</u>
Address	<u>4740 North State Road 7, Suite 201</u>	Telephone	<u>(954) 777-1626</u>
	<u>Lauderdale Lakes, FL 33319</u>		
Signature of Vendor		Date	<u>3-31-2020</u>
Attested By Name (type)	<u>Renee Burkel</u>	Title	<u>Asst to CEO</u>
Signature of Attester		Date Signed	<u>3-31-2020</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

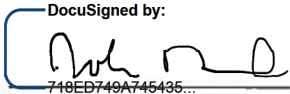
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title Chief operating officer

Signature  Date 5/4/2020
DocuSigned by:
718ED749A745435...

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

Scope of Services Summary

Vendor shall provide all services necessary to perform Behavioral Health Services per the terms, conditions, and specifications in the ITN. Objectives include, but are not limited to:

- a. Telephone triage
- b. In-person & on-site and possible remote mental health crisis interventions
- c. Short-term in-person and remote counseling
- d. Medication management
- e. Psychoeducation
- f. Assessments of student fitness to participate in educational activities

Detailed scope, statement of work and other terms and conditions requirements are identified in the College's ITN-2020-001-OA solicitation documents and Vendor's proposal dated December 11, 2019 which are incorporated herein. The Vendor's proposed solution and methodology must, at a minimum, meet the College's requirements identified in the ITN. The negotiated pricing from the solicitation process is attached hereto and entitled Exhibit A-1 Fees. Exhibit A-2 Option includes 3 optional staffing plans and associated fees.

Contract Term and Renewals

The Contract term begins with the execution of the Contract and continues for a period of three (3) years. The term of the Contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for two (2) additional one-year periods and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All fees in Exhibit A-1 shall be firm for the term of the contract unless agreed to otherwise in writing.

Probation Period

The first three months of the contract will be considered probationary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the



College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

Order of Priority

In the event of conflict between the documents, the order of priority shall be as follows:

- a) Contract
- b) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- c) RFP
- d) Amendments to the Vendor proposal, if any, with the latest taking precedence and chronologically thereafter
- e) Vendor proposal

Insurance Amounts

The dollar amounts of insurance required by section 22 of the Contract for Services are identified below:

a. Commercial General Liability:

- Per Occurrence \$1,000,000
- Per Claim/Loss \$1,000,000
- Personal & Adv. Injury \$1,000,000
- General Aggregate \$3,000,000
- Products–Completed Operations \$3,000,000

b. Automobile Liability (if commercial autos will be used, including owned, non-owned and hired vehicles) \$1,000,000

c. Professional Liability (to include abuse & molestation)

- Per Occurrence \$ 1,000,000
- General Aggregate \$3,000,000

d. Cyber Liability. \$1,000,000. (If Vendor will have access to the College’s networks, systems, access to student or employee data, or at the discretion of the College.)

e. Worker's Compensation in accordance with Florida Statutory limits and Employer’s Liability Insurance. If claiming exemption from this coverage, the Vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>.

Options

The exercise of the options identified in Exhibit A-2 FTE’s of 2.5, 2.75 and 3.0 require a ninety (90) day notice period for the Vendor to staff the positions.



Flex Hours

The College and Vendor will continue discussions regarding flexible on-campus support hours and related matters and will mutually agree upon any changes to the current support hours and/or location.

Telehealth Services

These services are fully described in Exhibit A-3 entitled Telehealth Services.

EXHIBIT A-1 FEES

Item & Description

BEHAVIORAL HEALTH SERVICES

Two (2) dedicated full-time Licensed Mental Health Professionals and five (5) hours per week of psychiatric time plus administrative support will provide behavioral health services for all full and part-time enrolled students. Reimbursement for services will be based on a fixed-price model. Service delivery utilizing a brief therapy model will be used and each student will be eligible at no-charge for an intake and up to 6 counseling sessions per episode. Students may see a psychiatrist for psychiatric assessment and short term treatment included in the rate. Services include:

1. Telephone Triage
2. Student Counseling Services Assessment
3. Individual, Couples, Family Counseling, Group Therapy
4. Psychiatric Evaluation
5. Medication Management
6. In-person and remote 24/7, 365 days Crisis Counseling and Intervention
7. Assessment of Co-occurring Disorders
8. Hospitalization Assessment, both voluntary and involuntary, and Coordination
9. Psychoeducation
10. Linkage and Referral to Community Resources, including Veteran Services
11. Campus Student Outreach
12. Campus Staff and Faculty Outreach
13. Student Fitness Evaluations for Participation in Educational Activities.
14. Lets Talk Interactive Secure Video Platform Software Solution

Fee

\$279,973 annual fixed-price for first year.

\$288,107 annual fixed-price for second year.

\$296,480 annual fixed-price for third year.

Total cost for 3 year contract = \$864,560

***Itemized budgets are attached.**

**BROWARD COLLEGE - STUDENT COUNSELING
OPERATING BUDGET**

EXPENSE CATEGORY	YEAR 1- 07.01.2020 thru 06.30.2021	YEAR 2 07.01.2021 thru 06.30.2022	YEAR 3 07.01.2022 thru 06.30.2023
A. Personnel Expenses			
Salary - Clinical/Administrative Oversight 0.10	\$ 8,500	\$ 8,755	\$ 9,018
Salary - Administrative Support Staff 1.00	\$ 28,000	\$ 28,840	\$ 29,705
Salary - Licensed Mental Health Professional 2.00	\$ 104,000	\$ 107,120	\$ 110,334
Salary - Psychiatrist (5 Hours/Week @ \$165/Hour) \$ 165	\$ 42,900	\$ 44,187	\$ 45,513
Salary - Sub Total	\$ 183,400	\$ 188,902	\$ 194,569
Fringe Benefits - 27.50%: (FICA, Retirement, EAP Health-Dental-LTD-STD-Life Insurances)	\$ 50,435	\$ 51,948	\$ 53,506
Total Personnel Costs	\$ 233,835	\$ 240,850	\$ 248,076
B. Operating Expenses			
TeleHealth Site Licenses (\$40*2*12) \$45 Year 2 & \$50 Year 3	\$ 960	\$ 1,080	\$ 1,200
Communication Costs (Cell & On-Call)	\$ 720	\$ 720	\$ 720
Liability Insurance	\$ 2,500	\$ 2,500	\$ 2,500
Office Supplies & Printing	\$ 900	\$ 900	\$ 900
EHR Access/Encryption & Technology Expenses \$ 725	\$ 2,175	\$ 2,175	\$ 2,175
Postage/Shipping	\$ 300	\$ 300	\$ 300
Clinical CEUs & Training \$ 500	\$ 1,000	\$ 1,000	\$ 1,000
Background Screenings Renewals & Fingerprinting \$ 150	\$ 500	\$ 500	\$ 500
Client Educational Training and Resource Materials	\$ 1,500	\$ 1,500	\$ 1,500
Staff Mileage & Parking & Tolls	\$ 1,200	\$ 1,200	\$ 1,200
Sub-Total Operating Expenses	\$ 11,755	\$ 11,875	\$ 11,995
Total Personnel & Operating Expenses	\$ 245,590	\$ 252,725	\$ 260,071
Administrative Costs @ 14%	\$ 34,383	\$ 35,382	\$ 36,410
TOTAL PROGRAM EXPENSES	\$ 279,973	\$ 288,107	\$ 296,480

LET'S TALK INTERACTIVE

SUMMARY

Thank you for allowing us the opportunity to present our Telehealth Services for your new initiative. Let's Talk Interactive is proposing a customized turnkey Telehealth solution for HENDERSON BEHAVIORAL HEALTH and its partners.

Our Telehealth Platform integrates our SecureVideo Telehealth Solution which is regarded as the most advanced HIPAA Compliant Telemedicine platform available on the market today. Let's Talk Interactive and its subsidiaries have been leading the marketplace with our telemedicine solutions since 2001.

Our SecureVideo HIPAA compliant Telemedicine software and Hardware platform currently serves over 250,000 active medical providers and these users are completing almost 4 Million minutes of successful Telemedicine sessions monthly. *We are a tried and tested Telehealth Solution that currently serves the Nations top Enterprise Corporations, Universities, Government Entities and Hospital Systems offering unrivaled support and service.*

TECHNOLOGY

Our solution integrates our SecureVideo Telehealth Solution which is regarded as the most advanced HIPAA Compliant Telemedicine platform available on the market today. Let's Talk Interactive and its subsidiaries have been leading the marketplace with our telemedicine solutions since 2001. Our SecureVideo HIPAA compliant Telemedicine software and Hardware platform currently serves over 150,000 active users and these users complete over 3.5 Million minutes of successful Telemedicine sessions monthly.

Our platform is currently used by the nation's top enterprise Organizations, Universities and Hospital Networks, to include but not limited to: *LSU, Florida Department of Children and Families, University of North Carolina at Chapel Hill, Pepperdine University, Texas Tech, Brown University, University of Texas at Austin, Cardinal Health, Veterans Affairs Los Angeles, Prospect Medical Hospital System, LifeBridge Health Hospital System, Arcadian Telepsychiatry, and many more.*

WHY USE LTI'S SECUREVIDEO PLATFORM?

Compatibility & Customized Workflows – Our platform is compatible with any operating system, any browser and works on any device with a cellular or basic internet connection. It is instantly configured and customized to meet any medical use case and work-flow.

Best Quality Video – We have worked with all major video software clients. The video software we will implement is, by far, the most reliable software on the market.

Trusted Partner – Our customers view us as a partner invested in their success, not just a technology vendor. With assigned account executives and trainers, we will insure a seamless implementation, free consulting and instant traction and success.

24/7, US Based Support – We offer the best support in the industry. Requests for support are usually answered in less than 27 seconds from one of our several US based support centers. Training, set up and support is included in our services at no additional cost for both your providers and clients.

Experience – LTI has been in business since 2001. Our principals have provider worked together implementing successful health care technology project since 1999. We currently service some of the largest and most prestigious Universities and Hospital systems in the world.

Cost – We are the most affordable HIPAA-compliant platform available. Allowing you to customize the solution so that you are not paying for any un-needed or wanted services. A truly customized solution.

Hardware Integration - Our platform works on any device and operating or operating system that is connected with an cellular and or internet connection, including phones, tables, PCs and Macs. We offer a wide variety of customized and branded Medical Carts, Kiosks and devices by the Medical Industry's leading manufactures and includes our Videoconference Telehealth platform allowing vitals monitoring and live bio-analytics fully integrated into the hardware.

VIDEOCONFERENCE PLATFORM

The SecureVideo videoconference platform is the most reliable, configurable HIPAA-compliant system available. ***We will Customize and configure the platform to meet the specific Use Case and workflow outlined by HENDERSON BEHAVIORAL HEALTH at no additional cost.*** The platform includes the following features.

LET'S TALK INTERACTIVE

Feature	Description
Support	24/7, US-based technical support for providers and patients.
High-Quality Video	SecureVideo built its platform around the most reliable videoconference software available.
Dashboard	Users send session invitations, monitor for patients, launch sessions, and more from their personalized and customizable telehealth suites.
Scheduler	Users invite patients / participants by email, text messaging, or reading a unique 9-digit code over the phone. Staff can be assigned permission to schedule on behalf of providers. Scheduling is both provider and patient facing and can be customized to any workflow and engagement style.
Virtual Waiting Rooms	Patients enter the provider's virtual waiting room by clicking a link in an email or entering a code sent from the provider. Custom links can be added to each provider's waiting room.
"Host-to-Host" Connections	Video-enabled staff can connect with each other in one click.
MedCart/Kiosk and Virtual Integration	Platform can be configured on medical cart / kiosk or can fully integrated into virtual setting or single sign in portal
Administration and Reporting	You can manage, add, delete and set privileges for Users. Usage analytic tools and usage reporting included.
HIPAA-Compliance	Our platform meets HIPAA Technical Safeguards and we offer a Business Associate Agreement to assure compliance.
Group Calls	Up to 100 participants can join a single session.
Chat, Text & File Sharing	Participants can send encrypted HIPAA compliant file transfers, chat messages and share their screen with other participants in a videoconference.
Branding	Provider waiting rooms and dashboards can be customized with the URL, logo, and colors.
Session Notes	Providers can create, view and manage clinical notes from their Dashboards.
Provider Queuing	You can create queues of providers to receive text / e-mail consult requests from other staff.