

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 15, 2020	[X]	Consent	[]	Regular
	[]	Ordinance	[]	Public Hearing

Department
Submitted By: Community Services
Submitted For: Community Services

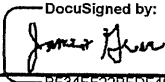

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement for Provision of Financial Assistance with Southeast Florida Behavioral Health Network, Inc. (SEFBHN), for the period October 1, 2020 through September 30, 2021, in an amount not-to-exceed \$1,400,000, for the continuation of recovery support and planning services; and prevention programs.

Summary: On October 16, 2018, the Board of County Commissioners (BCC) authorized staff to execute a one-year contract with SEFBHN. Three amendments followed on March 12, 2019, April 16, 2019, and September 10, 2019 respectively. Through subawards, 170 individuals received respite services (shelter to homeless adults with chronic substance use or co-occurring disorders) including a total of 2,157 days of shelter and 130 individuals received treatment and care coordination services. Additionally, 180 individuals have been administered 615 recovery capital surveys to measure their overall recovery wellness; and two (2) recovery community center sites were established providing recovery support services to 1,480 individuals. Furthermore, 276 individuals received family support services. SEFBHN will continue to subcontract with agencies for respite and recovery support services; as well as, prevention, education, families and women programs. Under this agreement, SEFBHN will continue planning services to support the development and implementation of the BCC’s aim to establish a comprehensive recovery-centric and recovery-oriented system of care, its neutral care coordination; and, furthering other strategic objectives. Linda Kane, employee of SEFBHN, is a member of the Palm Beach County Homeless Advisory Board (HAB). The HAB provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. (Financially Assisted Agencies) Countywide (HH)

Background and Justification: The BCC adopted an Opioid Response Plan (ORP) in spring 2017 to guide its opioid epidemic efforts. The BCC subsequently identified the opioid epidemic, behavioral health, and substance use disorder as a high strategic priority and adopted a strategic goal to establish a system of care that was person-centered and recovery-oriented, which has, at its heart, neutral care coordination in order to improve quality of care and long-term recovery outcomes. The Medical Examiner’s Office reported in first quarter 2020, there were 141 opioid-related deaths, a 24% increase over the 91 deaths in the first quarter of 2019. In the second quarter 2020, there were 163 opioid-related deaths, a 79% increase over the 91 deaths in the second quarter of 2019. The Community Services Department, along with key strategic partners, continue to champion and bring federal, state and local resources to bear in order to achieve long-term recovery outcome and quality of care improvements through planning, developing and executing a comprehensive recovery-centric and recovery-oriented system of care model.

Attachments: Agreement for Provision of Financial Assistance

Recommended By:		12/2/2020
	Department Director	Date
Approved By:		12/10/20
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

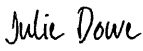
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	1,400,000				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	1,400,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No.:
 Fund 0001 Dept 146 Unit 7621 Object 3401 Program Code Program Period

**B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding Source is Palm Beach County.**

DocuSigned by:

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C. Departmental Fiscal Review: _____
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Steve Marts 12/4/2020
 OFMB
 12/3 & 12/14

Joe J. Jacobson 12/17
 Contract Development and Control
 12-9-20 TW

B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Southeast Florida Behavioral Health Network, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is # **27-1871869.**

WHEREAS, the AGENCY has proposed providing certain services under the Service Area of Behavioral Health;

WHEREAS, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Service Units in **Exhibit A**. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 16. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 - SCHEDULE

The AGENCY shall commence services on October 1, 2020 and complete services on September 30, 2021. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 16.

Monthly billing or reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit B**.

ARTICLE 4 - PAYMENTS

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **One Million, Four Hundred Thousand Dollars and zero cents (\$1,400,000.00)**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **Exhibit B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

ARTICLE 5 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 - AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

Any increase or decrease of funding within the designated Agreement amount may be approved in writing by the DEPARTMENT Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement term. Such requests for changes must be made in writing by the AGENCY to the DEPARTMENT Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that grantor reduces the grant amount to the COUNTY, the COUNTY will notify the AGENCY in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.

ARTICLE 8 - INSURANCE

Prior to execution of this Agreement by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes. AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other

event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

- F. **Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** No later than the execution of this Agreement, AGENCY shall deliver to the COUNTY'S representative as identified in Notices, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (**10**) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
Department of Community Services
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- I. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other

vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 - PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all Sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 - REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its sub-contracts.

ARTICLE 15 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16-AGENCY 'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

- A. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) contracted funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles

(GAAP), by individual service categories, by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.

- B. The agency shall submit quarterly the Cash Flow Commitment Statement along with the following financial statements:
 - 1. Statement of Cash Flows
 - 2. Statement of Activities
 - 3. Statement of Financial Position

- C. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed 25% of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the 25% of the FAA Administrative code.

- D. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.

- E. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

- F. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.

- G. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, **Exhibit A** and Units of Service Rate and Definition, **Exhibit B** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure

program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- H. AGENCY shall be monitored by the information within the Agreement, **Exhibit A, Exhibit B**, and current FAA monitoring tool.
- I. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
- J. AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. Outcomes are to be entered into the designated reporting system for each program as clients are served. Data submitted shall clearly document all client admissions and discharges that occurred under this Agreement and documents all program participants, programs and strategies that occurred under this Agreement, if applicable. Data entered in the designated website reporting system shall be consistent with the data maintained in the AGENCY'S client files. Data that is entered incorrectly must be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client outcomes into the designated data reporting system, within ten (10) business days of the client program outcome measurement. Data that is required to be collected includes gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at:
<http://discover.pbcgov.org/communityservices/financiallyassisted/>
- K. Agencies receiving COUNTY funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

For behavioral health contracts, the Carisk Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements.

AGENCY shall provide quarterly programmatic outcomes and fiscal reports. Agency will use the outcomes and fiscal templates provided by the Office of Behavioral Health and Substance Use Disorders.

Final client data entry must be completed by October 15th of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, **Exhibit A**.

- L. All behavioral health agencies providing care coordination services shall provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the COUNTY.
- M. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.
- N. AGENCY shall have clearly written eligibility criteria and processes that include the following:
- a. Client must be a resident of Palm Beach County.
 - b. Eligibility for Economic Stability and Poverty Program (Includes Securing Our Future Initiative) must:
 - Be income based
 - Have income documented
 - Report the method of eligibility determination in each individual client file.
 - Show that eligibility policy was followed for each client according to the agency's policy on determining eligibility.
 - Serve households with a child between 0-18 within the household.
 - Serve households below 200% of the Federal Poverty Level (FPL); with emphasis on 100% and below.
 - Ensure the client is enrolled in the Employ Florida Database.
 - Ensure the client is enrolled in the Homeless Management Information System (HMIS).
 - Ensure that clients participate in orientation/community group sessions.
 - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
 - c. Eligibility for homelessness must be according to the Federal HUD Guidelines.
 - d. Eligibility for seniors must be age of sixty (60) years and above.

O. Disclosure of Incidents:

AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the FAA Incident Notification Form (**Exhibit E**) within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an

incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the FAA Incident Notification Form within twenty four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

- P. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.
- Q. AGENCY shall notify COUNTY through the FAA Incident Notification Process and follow up with the FAA Incident Notification Form within fourteen (14) business days of the following:
1. Resignation/Termination of CEO, President and/or CFO.
 2. Resignation/Termination of Key FAA funded staff.
 3. FAA Funded Staff vacancy position over 90 days.
 4. Loss of funding from another Funder that could impact service delivery.
 5. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
 6. Inability to have three (3) month's cash flow on hand
 7. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 8. Other incidents that may occur unexpectedly and is not covered above.
- R. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications, including but not limited to:

1. Racial Equity Training;
 2. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training;
 3. Cultural competency training;
 4. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency; and
 5. Behavioral Health Agencies Only - AGENCY shall ensure that staff receive wraparound training.
- S. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- T. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
- U. AGENCY shall submit annually on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
- V. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new

releases), use the language provided below and available on the AGENCY'S website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display the DEPARTMENT and COUNTY logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

ARTICLE 17 - AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). **Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure will not be accepted.**

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards Agency Certification. All currently

certified agencies will be required to maintain their certification status throughout their contract period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption Process. This request must be received by the FAA Grant Compliance Specialist by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification stated above.

The FAA Nonprofit First exemption requires documentation of certification from another funding or oversight body recognized by their industry, or if their agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, they may require the Nonprofit First Certification. The FAA Nonprofit First exemption only exempts the Agency from FAA program requirements.

ARTICLE 18 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C," accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 - CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at

its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 21 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control.

The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 23- CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - SUB-CONTRACTING

The COUNTY reserves the right to accept the use of a sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractor to perform properly under this Agreement.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new sub-contractor by the COUNTY.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and Agencies who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force

majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

The AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Agreement.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its sub-contractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 - ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 - TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Ann Berner, Chief Executive Officer
Southeast Florida Behavioral Health Network
140 Intracoastal Pointe Dr.
Jupiter, FL 33477

ARTICLE 33 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, Agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and AGENCY of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 34 - SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and AGENCIES who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY 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 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, AND 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 - CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, sub-contractors of AGENCY and employees of sub-contractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach

County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the COUNTY department will contact AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its sub-contractors’ employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its sub-contractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY’S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 - FACILITIES/OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises) upon availability at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the premises are detailed in **Exhibit D**, which is attached hereto and incorporated herein.

ARTICLE 39 - AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 – E-VERIFY – EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 - COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 42 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mayor

AGENCY:

Southeast Florida Behavioral Health Network, Inc.

AGENCY'S Name Typed

DocuSigned by:
Ann Berner
A0D74861170F450...

BY _____
AGENCY'S Signatory Name

President/CEO

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...

BY: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...

BY: _____
Taruna Malhotra, Assistant Director
Community Services Department

SCOPE OF WORK

PURPOSE

The purpose of this Agreement is to provide financial support to Southeast Florida Behavioral Health Network, Inc. (SEFBHN) in order to achieve long-term recovery outcome and quality of care improvements by planning, developing and implementing a comprehensive recovery-centric and recovery-oriented system of care. The system of care is expected to identify the behavioral health and substance use disorder needs of the client population; improve client care with linkage efforts across all health domains; and, inform public payers of appropriate level of care purchases resulting in anticipated cost-savings which will be reinvested to needed social, recovery support and prevention services.

Central to the system of care is neutral care coordination which will provide assessment, referral and care coordination services oriented toward individualized service plans unique to the individuals' needs and consideration of their choices with a care provider network comprised of treatment, social and recovery services as well as with the underpinnings of peer supports. The system of care will be tied to recovery capital outcomes measuring and monitoring and deliver on an, to date, illusive Recovery-Oriented Systems of Care advanced by the State of Florida and federal government for numerous years.

Additionally, with this Agreement, SEFBHN will provide respite services to homeless adults with chronic substance use or co-occurring disorders; engage families with children at risk of addiction and family members with custody of children of substance using parents through targeted prevention/programmatic efforts; and provide outreach and other services to substance using pregnant women and women with children. SEFBHN will also provide recovery support services through peer supports and establishment of recovery community centers as well as allied recovery community organizations; and, build related recovery leadership capacity in Palm Beach County through education and training. SEFBHN will also facilitate planning, systemic care coordination, and data integration efforts through an opioid response plan steering committee and other County, strategic partner initiatives.

This Agreement aims to increase the recovery capital and recovery leadership capacity of individuals with a substance use or behavioral health disorder by ensuring uniform assessment of substance use and/or mental health severity throughout the client population in order to decrease fragmentation of treatment services among providers offering various levels of care. It also aims to maintain and utilize a comprehensive continuum of addiction and/or mental health treatment services integrated with other social, non-clinical and recovery support services. And, to provide the structure, process, and outcome measures necessary to meet care coordination goals and to streamline continuity, communication, and tracking of clients across providers and service settings.

DELIVERABLES

1. Expand Recovery Support, Recovery-Oriented System of Care and Neutral Care Coordination Capacity
 - a) Agreement to establish two recovery community centers (RCC) as well as allied recovery community organizations (RCO); and, to provide recovery peer support and other recovery capital services.
 - i. The RCO/RCCs shall provide peer-to-peer recovery support services to promote sustained recovery and prevent recurrence of substance use disorder in a supportive substance-free environment but shall not provide any services that require a facility license. Substance-free environment shall be defined as one in which all RCO/RCC staff, volunteers and program participants agree to keep the Center free from substances at all times. Substances are defined to include alcohol, as well as illicit and illegal drugs and related paraphernalia.
 - ii. RCO/RCC's shall create a Recovery Center Board comprised, in majority part, of representatives from the local recovery community who shall also acknowledge and agree that the services and activities are member-inspired and premised on peer support. RCO/RCC services shall comport with SAMHSA's Recovery Oriented System of Care Principles; as well as Encompassing the Core Values of Keeping Recovery First; Participatory Process; Authenticity of Peers Helping Peers; Leadership Development; and Cultural Diversity and Inclusion and shall aim to:
 1. Strengthen the linkage between treatment and recovery;
 2. Increase support for sustained recovery within the community;
 3. Support individuals in their recovery and provide them with a sense of hope;
 4. Help prevent recurrence of substance use;
 5. Provide recovery resources;
 6. Provide a trauma informed community where individuals can achieve a full and satisfying life free of trauma and its consequences;
 7. Improve life skills;
 8. Provide a center for community-based leadership to grow and develop; and,
 9. Lead to improved outcomes such as:
 - i. Improved recovery capital measurements;
 - ii. Engagement and treatment;
 - iii. Increased employment;
 - iv. Increased enrollment education/vocational training;
 - v. Increased social connectedness; and
 - vi. Reduced involvement in the criminal justice system.

- iii. All services and activities shall be led and driven by the recovery community via the RCOs (i.e. individuals who have experienced addiction and recovery, either directly or indirectly as a family member or friend) and a Board comprised, in majority part, of representatives from the local recovery community as described shall be created and responsive to community needs. RCC's shall allow individuals access to training, social, educational and recreational opportunities as well as information about substance use disorder treatment, recovery support services, and information about other community resources. Programming may include, but not be limited to: services focused on wellness, nutrition and illness management, self-care, smoking cessation, stress management, financial management, literacy education, job and parenting skills, social events and recreational activities. Housing assistance such as finding sober living homes, apartments and roommates may also be provided as well as telephone support.
 - iv. Peer support services shall be provided by appropriately trained, certified and supervised individuals skilled in the constructs of recovery, peer support interventions and recovery capital. Peer support services shall be measured and monitored by use of Recovery Capital Index (RCI) and certified by The Council on Accreditation of Peer Recovery Support Services (CAPRSS).
 - v. No individual shall be denied full access to, participation in and enjoyment of RCCs or RCOs services or activities, available or offered to others, due to the use of legitimately prescribed medications.
 - b) Agreement to develop and conduct recovery leadership education and trainings to effected individuals, family members and other interested community members utilizing a defined curriculum.
 - c) Agreement to develop and conduct public awareness campaigns utilizing print, media and social media to reduce stigma associated with substance use disorder and mental illness as well as assist in facilitation of related events such as, but not limited to, the County's annual Facing the Crisis forum.
 - d) Implement start-up phase of the comprehensive recovery-centric and recovery-oriented system of care and neutral care coordination in Fourth Quarter, 2021 based on approved plan described in 2(a).
2. Facilitate planning, systemic care coordination, and data integration efforts through an opioid response plan steering committee and other County, strategic partner initiatives.
- a) SEFBHN will support Palm Beach County Community Services Department's efforts to improve the behavioral health and substance use disorder system of care by developing a plan and recommendations to implement the transition to a person-centered, recovery-centric and recovery-oriented

system of care by July 1, 2021 which is subject to the approval of the Department.

- i. The plan shall include independent and uniform assessment as well as care coordination for community-based behavioral health and substance use disorder programs. The plan shall also address and integrate the additional primary goals of said transition as outlined in the description of purpose.
- ii. The plan will assess the current and potential resources, and readiness to implement a neutral care coordination system that will include the use of a standardized level of care instrument and care coordination to navigate the system of public and private behavioral health and substance use disorder programs in Palm Beach County. This will include practices that can be done within the existing resources and in consideration of the lack of Medicaid Expansion in the state of Florida and that Florida is 49th in the country in per capita spending on mental health.
- iii. The plan's objectives will be:
 1. To develop an assessment process that is based on a standardized level of care instrument;
 2. To develop a care coordination system that will assist in the navigation of levels of care and integration with other social, non-clinical and recovery support services.
 3. To increase access and availability of appropriate levels of care as well as other social, non-clinical and recovery support services by reducing dependence on acute care.
 4. To improve long-term recovery outcomes and quality of care through utilization of recovery capital measuring and monitoring and other forward thinking outcome measures.
- iv. As part of the plan's development, SEFBHN will, but not be limited to:
 1. Assess the current resources available, standardized level of care instruments, existing care coordination efforts and current operational capacity of SEFBHN, the Department, the Health Care District and the Department of Health.
 2. Contact groups in identified areas to gauge their ability and willingness to be involved in this initiative. This will include the development of standards of practice, and the use of peers to assist in the engagement of patients.
 3. Conduct and attend stakeholder meetings to inform and educate community members about independent assessment and care coordination. Document and integrate best practices, recovery capital and other outcomes measures, develop policy templates, and research emerging assessment and care coordination trends.

4. Develop plan and recommendations based on the resources and needs in Palm Beach County.

Deliverables	Date
<ol style="list-style-type: none"> 1. Review needs assessment, SEFBHN, CSD, HCD, DOH data and operational capacity. 2. Funding stream analysis based on needs assessment. 3. Review county-wide resources and current efforts of standardized assessment tools and care coordination efforts. 4. Interim review with review with CSD. 	Dec. 31, 2020
<ol style="list-style-type: none"> 5. Conduct survey with providers. 6. Provide analysis and develop recommendations. 7. Facilitate meeting with SEFBHN, CSD, HCD, DOH. 8. Development of report and operational plan. 9. Final recommendations to CSD. 	Jun. 30, 2021
<ol style="list-style-type: none"> 10. Operationalization phase entered to include training and education event(s), plan roll out availability. 	Aug. 1, 2021

- b) Publish an updated coordinated community response plan which shall be developed and be achieved through: integration of current county-wide initiatives; development of data-sharing agreements; submission of baseline, short- and long-term indicators; further development of services and program needs strategies; and, development of a plan for how service needs will be addressed and implemented.
 - c) Identify additional outcome measurement tools to evaluate short- and long-term recovery outcomes which shall be integrated in the system of care work. Additionally, strategically derived community initiatives and programs as recommended by the steering committee will be implemented and the efforts to share and evaluate all coordinated data sources will be undertaken.
3. Develop and/or enhance prevention programs that will educate the community about the dangers of opioid abuse and offer support groups for impacted parents and families due to opioid use by a family member. The intent is to create shifts in both individual attitudes and community norms resulting in the reduction of opioids and other regulated substance. All activities will be open to the public. An estimated two hundred (200) individuals would be served. Methods to be employed include, but are not limited to:

- a) Provide outreach and other defined services to substance using pregnant women and women with children.
 - b) Develop and provide defined services directed at grandparent's and family members with custody of children of substance using parents as well as to those with custody of children whose parents are deceased.
 - c) Parental monitoring and supervision critical for drug abuse prevention. These skills will be enhanced with training on rule-setting; techniques for monitoring activities; praise for appropriate behavior; and moderate, consistent discipline that enforces defined family rules.
 - d) Drug education and information for parents or caregivers which reinforces what children are learning about the harmful effects of drugs and opens opportunities for family discussions about the abuse of legal and illegal substances.
 - e) Support groups for parents/families that provide a safe environment for them to learn how to support their children who have survived an overdose.
 - f) Using a Town Hall type format where families effected by addiction will mobilize together to provide resources and to address the following:
 - 1. Child engaged in opioid use / first-time or ongoing. What parents can do when faced with these situations. Warning signs and symptoms.
 - 2. Hear from local substance abuse professionals on preventative measures and treatment options. Information on local support groups.
4. Agreement for respite services to homeless adults with chronic substance use or co-occurring disorders wherein presenting needs will be determined and addressed and appropriate level of care substance use disorder and/or mental health determinations made. These services shall include but not be limited to:
- a) Providing clients nutritional meals, safe sleeping quarters, access to mutual assistance groups, and the ability to attend to personal hygiene in a trauma sensitive environment.
 - b) Having clients engaged with certified peer advocates, assistance with public benefits, co-occurring treatment coordination, housing assistance, and integration with primary health care.
 - c) Utilizing American Society of Addiction Medicine Criteria to make level of care determinations and the Recovery Capital Index (RCI) to provide a comprehensive recovery capital baseline to inform the development of individualized service plans.

Exhibit B**Payment Schedule**

The Scope of Work to be completed by AGENCY as defined in Exhibit "A" consists of specific completion of the services as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Deliverables and Payment Schedule for October 2020 – September 2021

Monthly Prorated Amount (Based on 12 equal monthly payments)	Monthly Amount	Agreement Total
Recovery Support, Recovery-Oriented System of Care and Neutral Care Coordination Capacity	\$68,333.00	\$820,000
Prevention and Planning Services – for subcontracts with local providers for prevention and planning services as outlined in Exhibit A.	\$19,166.00	\$230,000
Respite Services	\$23,333.00	\$280,000
Administrative Costs (5% of Agreement total)	\$5,833.00	\$70,000
Total	\$116,665	\$1,400,000

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective _____, 20____, for ____ [describe subject of Agreement], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement; and total administrative expenses did not exceed fifteen percent (15%)

OR

There were under expenditures in the amount of \$_____, which pursuant to the Agreement, will be returned to Palm Beach County by _____ [date]; all other funds were spent in accordance with the provisions of the Agreement.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in this Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement.

Signature

Date

Print Name

Exhibit D

**USE OF AND RESTRICTIONS REGARDING
THE PREMISES**

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in Article 36 of this Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Agreement and this **Exhibit D** without the prior written approval of the Director of the County's Department of Facilities Development & Operations.
3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse County for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.
6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Agreement, the rights to use COUNTY property granted to the AGENCY in this Agreement and

this **Exhibit D** amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Agreement and this **Exhibit D** shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.



DEPARTMENT OF COMMUNITY SERVICES
Incident - Notification Form

Program Agency: _____

Date of Incident: _____ Date of Report: _____

Email (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

- Drop Off
- Standard Mail
- Secured Line
- Certified Mail

Incidents Reported: (Please check the appropriate box)

- Timeline to notify Funder - Incidents related to Children should be notified between 2-4 hours.
 - Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

- Timeline to notify Funder - Incidents related to Adults should be notified between 4-8 hours.
 - Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

- Timeline to notify Funder (within 14 business days)
 - Resignation/Termination of CEO, President, or CFO
 - Resignation/Termination of key funded staff
 - Program funded staff vacancy over 90 days

- Loss of funding from another Funder that could impact services
- Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- Other (Issues that impact service delivery to Program clients) Specify
(_____)

Summary of incident: (Do not include the name of client or staff involved in incident)

Will there be an investigation?

- Yes
- No
- NA

Print Name of Individual Completing the Report

Position /Title

Signature of Individual Completing the Report

Date