

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 2, 2024

[ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: Community Services

Submitted For: Financially Assisted Agencies

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Retroactive Agreement for \$200,000 under the Financially Assisted Agencies (FAA) program to The Salvation Army, for the period February 1, 2024 through September 30, 2024, through the Low-to-Moderate Intensity Care Medical Respite Program (LMICM), for the provision of short-term medical respite services to Palm Beach County residents who are experiencing homelessness.

**Summary:** LMICM is a new pilot program that will provide short-term residential care of low-to-moderate acute and/or post-acute care in a non-hospital setting for individuals who are experiencing category 1 literal homelessness and are capable of performing Activities of Daily Living (ADL's). The program will provide the eligible participants with space to recover after medical procedure and/or exit from hospitals, including supportive medical care and social services. The pilot program seeks to decrease the length of hospitalization stays, improve health outcomes and/or decrease recidivism, and create a continuity of care after hospitalization for up to 30 days for the program client. LMICM will operate 24 hours a day, 7 days a week, and will serve a minimum of 60 clients during the contract period. Logic Model performance and reporting requirements are outlined in the agreement. **This agreement represents \$200,000 of the total FAA funding allocation of \$14,179,980 in FY 2024.** (Financially Assisted Agencies). Countywide (HH).

**Background and Justification:** In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The FAA Program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state, and local funding sources that support Palm Beach County's system of care. The Board of County Commissioners directed staff to pursue data-driven, evidence-based programming and outcome measures that ensure effective changes in the lives of those in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Agreements include the following safeguards to protect the County: insurance coverage is mandatory and funds are paid on a unit cost basis upon deliverables.

**Attachment:** FAA Agreement for Provision of Services with TSA

Recommended By: Tarune Mathotia 6/13/2024  
Department Director Date

Approved By: [Signature] 6/26/2024  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$200,000				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	\$200,000				
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  
 Does this item include the use of state funds? Yes      No X

Budget Account No.:  
 Fund 0001 Dept 740 Unit 2081 Object 8201 Program Code      Program Period     

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding Source is Palm Beach County. Funds are currently available in Unit 2000 and will be moved to Unit 2081 via non-board amendment once approval of this agenda item is received.

**Julie Dowe**



Digitally signed by Julie Dowe  
 DN: cn=Julie Dowe, o=Palm Beach County, ou=Users, cn=Julie Dowe, e=JDowe@pbcgov.org  
 Reason: I am approving this document  
 Location:  
 Date: 2024.06.11 15:07:44-04'00'  
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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:**

Lois Monte 6/12/24  
 OFMB LSW  
 6-11-24

Brenda Gruch 6/13/24  
 Contract Development and Control  
 6/24/24

**B. Legal Sufficiency:**

Debra Coffey 6-25-24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## **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 County Commissioners, hereinafter referred to as the COUNTY, and **The Salvation Army**, 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 **58-0660607**.

**WHEREAS**, the AGENCY has proposed providing certain services under the Homelessness service category; and

**WHEREAS**, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure 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 Pilot Low-to-Moderate Intensity of Care Medical Respite Program services to homeless individuals of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS, and EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G, and ARTICLE 16 - AGENCY'S PROGRAMMATIC REQUIREMENTS**. 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 February 1, 2024 and complete services on September 30, 2024. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G** and the **ARTICLE 16**.

### **ARTICLE 4 PAYMENTS TO AGENCY**

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 **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00)**.

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 to the COUNTY 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 subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies 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 Palm Beach County Board of County Commissioners.

## **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 to 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.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contracted service amount by the months in each Agreement year unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced. In the event that funds become available due to other agencies' budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of

additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to ten percent (10%) may be approved by the DEPARTMENT Director or Designee. Any increase or decrease of funding over ten percent (10%) must be approved by the Board of County Commissioners.

## **ARTICLE 8 INSURANCE**

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. 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. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. 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 warrants the Retroactive Date equals or precedes the effective date of this Agreement. 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 term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. 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.

- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then AGENCY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

- F. **Right to Revise or Reject:** 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, coverage, or endorsements.

## **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 that 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 hereinunder 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 subcontractors'), 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**

AGENCY warrants and represents that 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. Where applicable, if religious affiliation is a bone-fide occupational qualification (BFOQ), such restrictions shall be allowed.

**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.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement 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, and by administrative and program costs. FAA's 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, including 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%) of expended

Agreement funds and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category, shall be available in the detailed general ledger, and shall support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:
  - a. Statement of Cash Flows
  - b. Statement of Activities
  - c. Statement of Financial Position
3. AGENCY shall be registered and have an Active Status 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 twenty-five percent (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 shall remain within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.
4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period or thereafter shall be disseminated, except as authorized by statute.

AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and in this Article 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.

7. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance

Agreement within 30 days outlining how and when findings will be resolved.

8. Data Entry:

AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions, located on the FAA webpage. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall 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 data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include 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/>

Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A**.

9. AGENCY shall complete a Data Verification Form by the deadline provided after the end of the contract year. The Data Verification Form certifies that the data provided is final and can be published in the FAA annual report. The Data Verification Form is located on the FAA webpage.
10. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Agreement or as required by law.
11. Required Data Systems for AGENCIES receiving COUNTY funds in the Homeless and Housing Category:

AGENCY agrees to partner in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in the Partner and User Agreements, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit to the Division of Human Services staff quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15, April 15, July 15, October 15. The templates

for these reports can be found on the FAA website, located at <http://discover.pbcgov.org/communityservices/financiallyassisted/>.

12. Service Category Specific Requirements for AGENCIES receiving COUNTY funds in the Homeless and Housing Service Category:

AGENCY shall have clearly written eligibility criteria and processes that include the following:

- a. Client must be a resident of Palm Beach County, as demonstrated through identification, paystubs, leases, or other documents that are in the clients' name listing a Palm Beach County residence. CMIS can be used verify that a person has been homeless in Palm Beach County six (6) or more months.
- b. Specific programmatic eligibility requirements.
- c. AGENCY shall maintain in its files proof that the client served was referred through the Coordinated Entry System, and came directly from the top of the acuity list.
- d. AGENCY shall remain a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA attendance requirements: sixty percent (60%) attendance at the general HHA meetings and seventy percent (70%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2 found at [www.hhapbc.org](http://www.hhapbc.org). If AGENCY is not a current member of the HHA, AGENCY shall join the HHA and attend the new member's orientation within the first three (3) months of this Agreement and maintain a certificate of its completed training.
- e. AGENCY programs shall comply with HHA Program Standards.
- f. Eligibility shall be in accordance to the U.S Department of Housing and Urban Development (HUD) Guidelines for individuals or families who are experiencing homelessness or are at risk of homelessness.
- g. AGENCY shall participate in the Homeless Inventory Chart (HIC) process on an annual basis and comply with requests for information from DEPARTMENT CMIS staff.
- h. AGENCY shall participate in the Point In Time (PIT) Count, which includes AGENCY staff volunteers conduct outreach or join fixed location teams during the appointed day of the PIT Count.
- i. For the Special Needs/Developmental Disabilities Subcategory only:

AGENCY shall serve clients with a documented intellectual or developmental disability. Special Needs is attributable to intellectual or developmental disabilities. The disability is likely to continue indefinitely, resulting in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, and capacity for independent living. The disability reflects the need for a combination and sequence of special inter-disciplinary

or generic care, treatment or other services.

Developmental disability includes, but not limited to, disabilities attributable to intellectual disabilities, autism, cerebral palsy, epilepsy, spina bifida and neurological impairments where the above criteria are met, and may include special medical conditions related to the disabilities where these criteria are met.

AGENCY shall determine client eligibility based on the AGENCY'S applicable policies and procedures, and shall be in alignment with **EXHIBIT A**.

AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

13. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Division of Human Services staff, of all unusual incidents that involved any FAA Clients within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E – COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM**, or a COUNTY-approved AGENCY incident report or investigation form, within twenty-four (24) hours of the occurrence of said incident. 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 any client served through the program funded in whole or part through FAA funds. 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 and email to the Division of Human Services staff, of all unusual incidents that involved any FAA Clients within two to four (2 - 4) hours of the occurrence of the incidents and follow up with the **EXHIBIT E** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within twenty-four (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 any client served through the program funded in whole or part through FAA funds. 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.

14. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate

to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY for approval annually.

15. AGENCY shall notify COUNTY Division of Human Services staff through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:
  - a. Resignation/Termination of CEO, President and/or CFO.
  - b. Resignation/Termination of Key FAA funded staff.
  - c. FAA Funded Staff vacancy position for 90 days or more.
  - d. Loss of funding from another Funder that could impact service delivery.
  - e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
  - f. Inability to have three (3) month's cash flow on hand.
  - g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
  - h. Other incidents that may occur unexpectedly and are not covered above.
16. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
  - a. Racial Equity Training;
  - b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training;
  - c. Cultural competency training;
  - d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

AGENCY can obtain a list of training resources on the FAA webpage.
17. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers.
18. AGENCY shall provide its revised budget if there are programmatic changes. This revised budget shall be reviewed and approved by the DEPARTMENT Program and Fiscal Staff.
19. AGENCY shall submit annually 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.

## 20. 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.

21. The logic model, attached as **EXHIBIT G**, is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
22. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:
- a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
  - b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

#### **ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST**

It is the policy of the COUNTY that all agencies receiving funding through the FAA 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 certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, 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 Agreement 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 service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or



oversight body recognized by the requesting agency's industry, or if requesting 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, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

#### **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 five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming 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.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, 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, that 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, 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.

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**

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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 that 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 this Agreement 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 ACT (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, judgement, 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 SUBCONTRACTING**

The COUNTY does allow subcontracting by the AGENCY for services under this Agreement, more specifically the subcontracting of a home healthcare provider, among other subcontractors.

**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, and subcontractors 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 subcontractors 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.

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 subcontractors 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 and 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 subcontracts 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 to the 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 the 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:

Pamela Berry, Director of Social Services  
The Salvation Army  
1577 North Military Trail  
West Palm Beach, Florida 33409

### **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, the rules must be made available to the COUNTY 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, subcontractors 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, subcontractors 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, 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, subcontractors of AGENCY and employees of subcontractors 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 that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and Resolutions, as amended. COUNTY staff



representing the 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 subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(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 subcontractor 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), contingent on 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 AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, 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, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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 subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that 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 subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. 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:

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller  
Palm Beach County

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Maria Sachs, Mayor

AGENCY:  
The Salvation Army

DocuSigned by:  
*James K. Seiler*  
BY: \_\_\_\_\_  
E187B60D74A14E8  
Authorized Signature

James K. Seiler  
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS  
Community Services Department

BY: \_\_\_\_\_  
Assistant County Attorney

DS  
HCH

DocuSigned by:  
*Taruna Malhotra*  
BY: \_\_\_\_\_  
1459E4101E1049C  
Department Director

EXHIBIT A

**FY 2024 FINANCIALLY ASSISTED AGENCIES  
SCOPE OF WORK**

**Agency Name:** The Salvation Army  
**Program Name:** Pilot Low-to-Moderate Intensity of Care Medical Respite Program (MRP)  
**Location:** Palm Beach County  
**Target Population:** Individuals who are experiencing Categories 1 or 4 of homelessness and have Low-to-Moderate Intensity of Medical Respite Care needs  
**Funding Priority:** Homelessness

**Overview:**

The Low-to-Moderate Intensity of Care Medical Respite Program (MRP) is designed to provide short-term (average of 30 days) residential care for individual Males and Females, who are experiencing Categories 1 or 4 of homelessness as defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (Clients) and are in need of low-to-moderate acute and/or post-acute care in a non-hospital setting. The Salvation Army (AGENCY) will provide Clients in need of medical respite care with space to recover after medical procedure(s), social services, and supportive medical care as needed (via Agency's contracted home healthcare provider). Case Management, referral for medical, social, and mental health services will be available to all Clients admitted to MRP consistent with the Coordinated Care model and Standards for Medical Respite Care Programs of the National Institute for Medical Respite Care (NIMRC) (<https://nimrc.org>). The program seeks to decrease length of hospitalization for Clients admitted to local hospitals, to improve Clients' health outcomes and/or decrease recidivism, and create a continuity of care from hospitals to the community.

Clients will be admitted to the MRP with specific goals and admission lengths determined by the referral source's credential staff.

**Referral Process:** Agency will coordinate referrals via Continuum of Care Coordinated Entry and designated COUNTY Client Management System (in collaboration with COUNTY approved referral sources).

Clients will be referred to AGENCY's MRP by COUNTY designated referral sources or Palm Beach County Community Services by utilizing the MRP Form. The referring source's nurse or inpatient discharge planner will complete and send the MRP Form to AGENCY via the designated Client Management System process. Additionally, consideration will be made to referring patients from the emergency department to medical respite to prevent an inpatient admission.

AGENCY's MRP Manager will review the referral and gather the necessary Client information. AGENCY's MRP staff will explain the program goals and expectations with the referred client to assess Client engagement. The MRP will assess the Client information and will have sole discretion to decide if the referred client is approved for the program. If deemed appropriate, availability of beds will be determined and an admission time/date will be agreed upon.

EXHIBIT A

Services:

- Case Management will minimally be provided to each Client weekly
- Individualized Care/Discharge Plans
- Meals will be provided three times daily
- Transportation to and from medical appointments will be provided, as needed and upon availability
- Medical oversight via Agency's contracted home healthcare provider will occur seven days per week
- Access to secure storage for personal belongings and medications will be provided Life Skills classes will be provided multiple times per week
- Security and the facility maintenance will be provided 24/7
- Clients will be provided medical services via Agency's contracted home healthcare provider and/or referred for community medical services

The AGENCY shall:

- A. Provide a guaranteed per diem minimum of 6 beds per night for Clients referred by designated referral sources via the Agency's Case Management Department; the beds should be easily accessible by ambulatory clients.
  - Maximum number of beds for female clients is capped at 4 beds; and
  - With approval by COUNTY, AGENCY may utilize additional beds, depending on availability and prior approval by authorized TSA personnel.
- B. Each Friday, Agency will complete a weekly bed census report e-mailed to the COUNTY's designated recipient outlining the number of clients, names, and nights each stayed at TSA the previous week.
- C. With approval from COUNTY, AGENCY can accept Palm Beach County Continuum of Care emergency shelter clients, which are gone through its Case Management Department for a period of time as requested and authorized. This shall be done using a MRP Referral Form.
- D. All referred Clients, upon receipt, will be reviewed for appropriate placement and will be processed through the Florida Department of Law Enforcement Sexual Offenders and Predators website and the AGENCY'S internal "Do Not Admit List."
- E. In consultation with COUNTY, AGENCY reserves the right to deny services to any Client deemed inappropriate for Shelter placement. Admission may be declined, if the Client is not ambulatory, cannot self-transfer when in a wheelchair, has a communicable disease, has an infection, or has an open wound (unless Client can care for their own wound).
- F. Accept referrals from COUNTY designated referral sources between the hours of 9:00 a.m. to 9:00 p.m. (with referral made between 8:30 am and 4:30 pm), Monday to Friday, with the possibility of moving to seven (7) days a week with prior approval from AGENCY.

EXHIBIT A

- G. Provide a minimum of three (3) meals a day to each Client during food service hours; this meal service is included at no extra cost.
- H. Assign each Client a Case Manager, who will meet with the Client no more than forty-eight (48) hours following admission, except on weekends, when a Case Manager's assignment shall be made within seventy-two (72) hours. Case management within this timeframe is contingent upon the Client's length of stay as determined by referral source. Case management will include any combination of the following services: linkage to economic resources, mental health counseling, group therapy, VI-SPDAT for placement on the County Homeless Leadership Board's Coordinated Entry System (CES) waiting list for housing, referrals to recovery services or ancillary mental health services, referrals to Veteran's services (including permanent housing), Health Care for the Homeless, Federally Qualified Health Center(s), DCF Supplemental Nutrition Assistance Program (SNAP), life skills classes, employment search, etc., as applicable.
- I. Ensure that each Client abides by the Residential Center Guidelines and all expectations outlined therein.
- J. Ensure that each Client follows the case plan assigned by the AGENCY Case Manager.
- K. Provide each Client with a hygiene package, if available, and linens following the intake process.
- L. Provide Client with clothing, if available.
- M. Provide referral and assistance to entitlements, necessary community services, and appropriate secondary housing programs.
- N. Secure approval from referral source, if additional time is needed for the Client to stay in a reserved bed.
- O. Ensure compliance with written policies and procedures for responding to life-threatening emergencies.
- P. Agency's contracted home healthcare provider shall ensure the safe storage, disposal, and handling of biomedical and pharmaceutical waste.
- Q. Ensure compliance with written protocols for preventing and managing exposure to bodily fluids and other biohazards.
- R. Ensure compliance with written protocols to promote infection control and management of communicable diseases.

**Client Discharge:**

Completion/discontinuation of Client's MRP services can be determined based on the following criteria:

- Successful completion of all MRP goals
- MRP determines participant is no longer adherent to treatment plan
- Participant is transferred to another provider
- Participant exerts disruptive or hostile behavior
- Participant dies, declines services, or relocates

AGENCY may terminate a client's participation due to disruptive or hostile behavior and must refer and provide due diligence to successfully link the participant to a new provider. All discharge plans must be signed by the MRP Manager. Agency discharge plans/case closure notes must include a summary in participant's file including, at minimum:

- Summary of services provided by Agency
- Client's discharge plan at time of MRP exit

**Number of (unduplicated) Clients Served annually through FAA: 60**



EXHIBIT B

**FY 2024 FINANCIALLY ASSISTED AGENCIES  
UNITS OF SERVICE RATE AND DEFINITION**

**Agency Name:** The Salvation Army

**Program Name:** Pilot Low-to-Moderate Intensity of Care Medical Respite Program

<b>Description</b>	<b>Unit Cost</b>	<b>Total Contract Amount</b>
A Unit of Service is defined as one month of Pilot Low-to-Moderate Intensity of Care Medical Respite Program services, not to exceed \$50,000, as described in <b>EXHIBIT A</b> , Scope of Work	\$50,000	200,000

Unit Cost expenses shall mean the expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective \_\_\_\_\_, 202\_, for \_\_\_[describe subject of Agreement/Contract], 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/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

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

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract 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/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

### CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Attachments:**

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position

EXHIBIT E

COMMUNITY SERVICES DEPARTMENT  
Incident - Notification Form



Agency / Program: \_\_\_\_\_

Date Incident Occurred: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Email address (Optional): \_\_\_\_\_

Phone #: \_\_\_\_\_

Method of Communication: (Please check the appropriate box)

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

Incidents Reported: (Please check the appropriate box)

- Timeline to notify County – 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 County – 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 County – 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 the client or staff involved in incident)

Will there be an investigation?

- Yes
- No
- N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date

**USE OF AND RESTRICTIONS REGARDING  
THE PREMISES**

- 1. License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/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 Contract/Agreement and this exhibit 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 Contract/Agreement and for purposes of inspection of the Premises generally.
- 6. Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit 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 Contract/Agreement and this exhibit 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 Contract/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 Contract/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.

EXHIBIT G

**ROMA Logic Model – Individuals**

**The Salvation Army, Pilot Low-to-Moderate Intensity Medical Respite Program**

Identified Problem, Need or Situation	Service or Activity	Outcome <i>General statement of results expected</i>	*Projected Indicator <i># to achieve/# to be served; %; time frame</i>	Actual Indicator <i># achieved/# served; %; time frame</i>	Measurement Tool	Data Procedures	Frequency <i>Data Collection and Reporting</i>
<p>Individuals who are experiencing Categories 1 or 4 of homelessness and have Low-to-Moderate Intensity of Medical Respite Care needs.</p>	<p>The Low-to Moderate Intensity of Care Medical Respite Program (MRP) is designed to provide short-term (average of 30 days) residential care for individuals who are experiencing Categories 1 or 4 of homelessness as defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (Clients) and are in need of low-to-moderate acute and/or post-acute care in a non-hospital setting. AGENCY will provide the Clients receiving care to recover with space to recover after medical procedure(s), to perform activities of daily living (ADLs) (bathing, dressing, walking, eating, etc.,) and will provide Clients with supportive medical care and social services. Consistent with the Coordinated Care model, Coordinated Clinical</p>	<p>Participants will obtain a permanent living situation</p> <p>Participants obtain shelter placement at discharge</p> <p>Participants will have increased access to benefits for which the participants are eligible</p>	<p>__% of participants will exit MRP to a HUD defined permanent placement</p> <p>__% of participants will exit to a HCoC Emergency Shelter setting</p> <p>__% of participants in the MRP program will be referred and/or obtain mainstream benefits such as DCF SNAP, health care for the homeless, etc.</p>		<p><b>Output Tool:</b> Clients will be tracked through program entry and exit assessments in HMIS (Client Track). Case Management and referral assistance will be recorded in the case notes. Case management services including SPDAT assessments and referrals will be entered into HMIS along with case notes, in accordance with program policies.</p> <p>Program entry and exit information is will be maintained in client records.</p> <p><b>Outcome Tool:</b> Outcome 1 and 2 will be measured using data entered into HMIS and assessed from the Annual Performance Report (APR), and will be measured from data entered into</p>	<p><b>Who does it?</b> Designated MRP staff enter all client data into HMIS. The Data and Evaluation Manager monitors and reports out.</p> <p><b>What is the process?</b> Designated MRP staff will update client information in HMIS at each case update: program entry, housing move-in, and program exit.</p> <p><b>Where is data stored?</b> Data is stored in HMIS (Client Track)</p>	<p>Designated MRP staff will enter client information in HMIS at each case update: program entry, housing move-in, and program exit. Reporting is done quarterly.</p>

EXHIBIT G

	Care model and Standards for Medical Respite Programs National Institute for Medical Respite Care (NIMRC), medical, social, and mental health services will be available to all Clients admitted to LMICMRP. Refer to <b>EXHIBIT A, SOW</b> for complete description.				HMIS accessed from the Systems Performance Measures Report  Outcome 3 will be measured from referral case notes entered in HMIS.		
<b>Mission:</b> To meet the physical, emotional, and spiritual needs of people who are in crisis or at risk of homelessness in Palm Beach County							
<ul style="list-style-type: none"> <li>Client data will be reviewed in the third (3<sup>rd</sup>) Quarter of the Pilot Low-Acuity Medical Respite Program to establish Indicator benchmarks</li> </ul>							

Calculating Agency's Targeting Success Rate: Actual number achieving outcome/Projected number to achieve outcome= \*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHESTERFIELD INSURANCE AGENCY, INC. CHESTERFIELD INSURANCE AGENCY, INC. P.O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME: SEAN O'NEILL		
	PHONE (A/C, No, Ext): (330) 896-7639 X 8123	FAX (A/C, No): 330-896-6548	
	E-MAIL ADDRESS: SEAN.ONEILL@TPA4TSA.COM		
INSURED  THE SALVATION ARMY, A GEORGIA CORP. 1424 NORTHEAST EXPRESSWAY ATLANTA, GA 30329-2088	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INS. CO.		16535
	INSURER B: THE SALVATION ARMY RISK TRUST		
	INSURER C: THE SALVATION ARMY, A GA CORP.		
	INSURER D: AMERICAN ZURICH INS. CO.		40142
	INSURER E: AIG LEXINGTON		19437
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

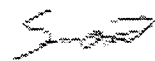
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR/ INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X x	SELF INSURED RETENTION	01/01/24	01/01/25	EACH OCCURRENCE	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 500,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 500,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	X x	BAP 9300525-22	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
B E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X x	TRUST #19578500 62785336 INCL PROFESSIONAL LIAB	01/01/24	01/01/25	EACH OCCURRENCE	\$ 7,500,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 7,500,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 500,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 9300799-22	01/01/24	01/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N				N/A	E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	AUTO LIABILITY EXCESS	X	SELF INSURED RETENTION	01/01/24	01/01/25		\$400,000
							XS of \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
/COVERAGE APPLIES TO THE SALVATION ARMY 2100 PALM BEACH LAKES BLVE, WEST PALM BEACH FL 33409 AS RESPECTS TO FUNDS FOR MEDICAL RESPITE EMERGENCY SHELTER LOCATED AT THE CENTER OF HOPE 1577 N. MILITARY TRAIL, WEST PALM BEACH FL 33402

DATES 02/01/24 TO 09/30/24

ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STAET OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O/ COMMUNITY SERVICES DEPARTMENT ATTN: CONTRACTS MANAGER 810 DATURA STREET WEST PALM BEACH FL 33401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Q 

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Strategic Partnerships - FUNDING CONTINUATION FY 2025				
Strategic Partnerships Funding: Programs and services in this category address outcomes that demonstrate positive change in the community but are not categorized in one of the main service categories. Services include crisis lines, hunger relief partnerships, match funds, and more.				
Agency & Program Name	FY 2024 Approved Funding	FY 2025 Requested Funds	FY 2025 Recommended Funding	Comments
211 Palm Beach/Treasure Coast - Elder Crisis Outreach*	\$44,403	\$44,403	\$44,403	Program provides telephone and in-home counseling, suicide evaluation, service referrals, advocacy, screening and enrollment support for basic needs and health care benefits. <i>* Program was moved from the service category of Seniors to the service category of Strategic Partnerships in FY 22</i>
211 Palm Beach/Treasure Coast - Crisis Line Information and Referral	\$177,457	\$177,457	\$177,457	County funds are used to support the information and referral call center operation.
Adopt-A-Family - Traveler's Aid	\$15,000	\$15,000	\$15,000	Travelers Aid- Returns families and individuals home in order to avert homelessness. The program provides individuals with a Greyhound bus pass, returning them to their support system and helping to reduce the cost to the County.
Gulfstream Goodwill Industries - Traveler's Aid	\$25,000	\$25,000	\$50,000	Travelers Aid- Returns families and individuals home in order to avert homelessness. The program provides individuals with a Greyhound bus pass, returning them to their support system and helping to reduce the cost to the County.
United Way Hunger Relief	\$45,000	\$45,000	\$45,000	This is a partnership with United Way to fund a position to carry out the strategic plan for Hunger initiated in 2014 between a coalition of providers and funders. The County has supported this effort from inception.
Legal Aid Society - Guardian Advocacy Project	\$92,245	\$92,245	\$92,245	This program provides guardianship and legal case management services for youth, ages 18-24, who have recently aged out or are currently aging out of foster care and who are designated as developmentally disabled and/or have special needs; and individuals over the age of 25 who have a developmental disability or have been adjudicated incapacitated and are without family or friends to care for or assist them. GAP provides the advocacy, support services and legal representation necessary to help these individuals achieve their personal goals and maximize their independence in the least restrictive, home-based community setting.
Mae Volen Senior Center - Transportation & Community Care Support	\$1,194,135	\$1,194,135	\$1,194,135	County funds support senior center and community care programs; and transportation services in south County.
Palm Beach County Food Bank - Food Recovery/Distribution and Benefits Outreach	\$155,295	\$155,295	\$155,295	Food will be distributed throughout Palm Beach County through the PBC Food Bank. Additionally, a Supplemental Nutrition Assistance Program (SNAP) Specialist will be funded. The SNAP Specialist works with local organizations to enroll eligible residents in the program and can conduct the "food stamp review" which accelerates the application process.
SouthEast Behavioral Health Network (SEFBHN) - Wrap Around Services Training to support Behavioral Health agencies	\$57,619	\$57,619	\$57,619	Contract in partnership with Southeast Florida Behavioral Health Network for Wrap Around services training to Palm Beach County agencies that provide behavioral health services.
The Salvation Army - Low-to-Moderate Medical Respite; and Individuals/Families Overflow Shelter	\$0	\$300,000	\$300,000	Will provide Clients in need of medical respite care with accommodations to recover after medical procedure(s), social services, and supportive medical care as needed. Case Management, referral for medical, social, and mental health services will be available to all Clients admitted to the respite program consistent with the Coordinated Care model and Standards for Medical Respite Care Programs of the National Institute for Medical Respite Care; and will also provide low-demand overflow shelter and other supportive services for individuals and families with at least one adult and one minor child under the age of 18.
Strategic Partnerships/Planning Initiatives	\$94,165	\$148,965	\$148,965	County funds support strategic partnerships and planning initiatives working to improve and strengthen the health and human services system of care. * Includes amount previously used to fund AAA and Gulfstream Goodwill Programs terminated.
<b>TOTALS for CATEGORY</b>	<b>\$1,900,319</b>	<b>\$2,255,119</b>	<b>\$2,280,119</b>	