



**II. FISCAL IMPACT ANALYSIS**


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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$100,000				
External Revenue	-0-				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$100,000</b>				
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


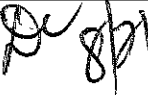
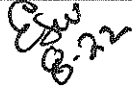
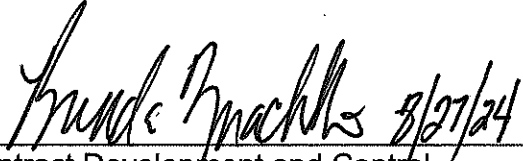
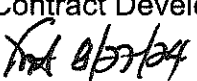
Budget Account No.:  
 Fund 0001 Dept 146 Unit 7621 Object 3401 Program Code     Program Period    

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

C. Departmental Fiscal Review:   
94174C4E8A8C424  
 Julie Dowe, Director of Finance and Support Services

**III. REVIEW COMMENTS**

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

 8/22/24  
 OFMB  8/21  8/22  
 8/27/24  
 Contract Development and Control  
 8/27/24

**B. Legal Sufficiency:**

 8-28-24  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**CONTRACT FOR PROVISION OF SERVICES**

This Contract is made as of 17<sup>th</sup> day of September, 2024, 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 **Hanley Center Foundation, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **20-2871945**.

**WHEREAS**, the AGENCY has proposed providing certain services; 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 Casa Flores services to residents with substance use disorders of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT G - 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 (the DEPARTMENT). 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 client. All funding is intended for the overall benefit of all clients of the services provided by the program(s) being funded herein.

**ARTICLE 3 SCHEDULE**

The AGENCY shall commence services on August 1, 2024 and complete services on September 30, 2024.

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

The parties shall amend this Contract if there is a change to the Scope/Work Plan, funding, and/or federal, state, and local laws or policies affecting this Contract.

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

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**.

The 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 Contract year are set forth in **EXHIBIT B**. All requests for payments of this Contract 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 Contract. Any amounts not submitted, 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 Contract 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 Contract. 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 Contract 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, agencies are 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

a contract 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 Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

**ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract 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 Contract are accurate, complete and current as of the date of the Contract 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 Contract 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 contract service amount by the months in the contract unless otherwise provided for in this Contract. A 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 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 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 Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. 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 Contract. 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 Contract. 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 Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract 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 Contract, 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 Contract, 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 Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

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 Contract 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 Contract. Except as

above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS**

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 12 PERSONNEL**

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

All of the services required hereinunder shall be performed by the AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel



required to perform the services under this Contract, 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 NONDISCRIMINATION**

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

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

**ARTICLE 14 REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

**ARTICLE 15 AGENCY'S PROGRAMMATIC REQUIREMENTS**

AGENCY agrees to fully comply with all of the Agency's Programmatic Requirements contained in **EXHIBIT G**, attached hereto and incorporated herein by reference

**ARTICLE 16 ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

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

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. § 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Contract.

- a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst.

- d. 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 provisions noted above.

e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the AGENCY'S fiscal year.

f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.

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

**ARTICLE 17 CONFLICT OF INTEREST**

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

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and 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 Contract.

**ARTICLE 18 DRUG-FREE WORKPLACE**

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse

violations.

- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty 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, by 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 of section 287.087, Florida Statutes.

#### **ARTICLE 19 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 20 INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract 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, contract or representation other than specifically provided for in this Contract.

#### **ARTICLE 21 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 Contract 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 Contract.

#### **ARTICLE 22 PUBLIC ENTITY CRIMES**

As provided in section 287.132-133, Florida Statutes, by entering into this Contract 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 23 EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any 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; 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 failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 24 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 Contract.

**ARTICLE 25 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 Contract.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

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 bases, reports

and other data developed or purchased under this Contract for the COUNTY, 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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, 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 in Palm Beach County Code, Section 2-421 - 2-440 as amended.

**ARTICLE 26 TERMINATION**

This Contract 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 Contract 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 Contract, 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:

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

**ARTICLE 27 SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 28 NOTICES**

All notices required in this Contract 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  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Rachel Docekal  
Hanley Center Foundation, Inc.  
933 45th Street  
West Palm Beach, Florida 33407

**ARTICLE 29 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. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY 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.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are 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 COUNTY determines it has legal and practical enforcement capacity.

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

**ARTICLE 30 SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any

work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subagencies and AGENCY 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 Contract 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 Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY 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 Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the 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 Contract.
- 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 Contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract 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 Contract, 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 Contract, 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 COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Contract. 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 CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

### **ARTICLE 32 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 Contract 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 Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) 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 Contract 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 33 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract 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 Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

### **ARTICLE 34 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 35 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 Contract.

### **ARTICLE 36 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 their obligations under the terms of this Contract. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F**, which is attached hereto and incorporated herein.

#### **ARTICLE 37 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 (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 Contract 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 Contract which requires a longer retention period. COUNTY shall terminate this Contract 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 Contract 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 Contract 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 38 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

#### **ARTICLE 39 HUMAN TRAFFICKING AFFIDAVIT**

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT H**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

**ARTICLE 40 COUNTERPARTS**

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

**ARTICLE 41 ENTIRETY OF CONTRACTUAL CONTRACT**

The AGENCY agrees that the scope of work and services has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire Contract 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 Contract 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 Contract 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:  
Hanley Center Foundation, Inc.

Signed by:  
BY: Rachel Docekal  
CE84AA12D06D402...  
Authorized Signature

Rachel Docekal, CEO  
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS  
Community Services Department

BY: *[Signature]* Initial  
HCH  
Assistant County Attorney

DocuSigned by:  
BY: Taruna Malhotra  
1450E4104F1040C...  
Department Director

**FY 2024 CONTRACT FOR PROVISION OF SERVICES**

**SCOPE OF WORK**

**Agency Name:** Hanley Center Foundation, Inc.  
**Program Name:** Casa Flores, Investing for Healthy Children: A Full Continuum of Care for Mom and Baby  
**Target Population:** Palm Beach County substance-involved pregnant and postpartum women and their infants  
**Funding Priority:** Behavioral Health and Substance Use Disorders

The purpose of this contract is to provide one-time financial support to the Hanley Center Foundation, Inc. (AGENCY) for purchases for its Casa Flores, Investing for Healthy Children: A Full Continuum of Care for Mom and Baby initiative. Casa Flores will address the significant public health issue of substance use disorder during pregnancy with the aim of providing access to comprehensive treatment and support for pregnant and postpartum women and their children who do not have access to care. Pregnant mothers will live in-residence in AGENCY’s newest living and learning community and have access to medical, psychological, and clinical services for their substance use disorder. St. Mary’s Medical Center, a key partner with highly rated Obstetrics and Neonatal Intensive Care Units, is located adjacent to the Hanley campus. Post-partum mothers will continue in-residence with their baby, expanding their parenting knowledge and continuing with treatment.

Pregnant women with substance use disorders face numerous challenges and barriers to accessing care, including fear of legal consequences, stigma, and lack of integrated services. Palm Beach County has in the past lost several of its specialty programs leaving a void in the availability of publicly supported services for substance-involved pregnant and postpartum women and their infants. Palm Beach County’s Behavioral Health and Substance Use Disorder Plan 2024 recommended treatment resources be expanded for this population. This contract will serve to meet this need by helping to ensure services to substance-involved pregnant and postpartum women and their infants are met in a safe, appropriately outfitted setting.

**DELIVERABLES**

1. Purchase necessary service-specific supplies and related items for pregnant, and post-partum mothers and their infants. Such supplies may include but are not limited to medication, office supplies, medical supplies, cleaning supplies, cribs, mattresses, diapers, formula, linens, etc. for pregnant and post-partum mothers and their infants receiving services via the Casa Flores Program.
2. Provide a detailed inventory and accounting of all purchases to the Community Services Department by October 10, 2024, and a certification that said purchases were directly related to program services.

EXHIBIT B

**FY 2024 CONTRACT FOR PROVISION OF SERVICES  
SCHEDULE OF PAYMENT**

<b>Description</b>	<b>Amount</b>
One-time payment to reimburse actual expenses to furnish, equip and supply new facility as evidenced by organization's general ledger and other proof of payment.	\$100,000
<b>Total Contract Amount</b>	<b>\$100,000</b>

**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

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.

**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 Contract and may result in termination of this Contract.

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

1. AGENCY shall maintain separate financial records for Opioid Response Initiative (ORI) Contract 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. ORI'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 Contract 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 contract 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 Contract period or thereafter shall be disseminated, except as authorized by statute.
7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically

## EXHIBIT G

monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, 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 Contract. 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.

8. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, and current monitoring tool.
9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Contract within 30 days outlining how and when findings will be resolved.
10. 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 Contract, as well as all programs, program participants, and strategies under this Contract, 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 Contract and a basis for termination of this Contract. 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: [https://discover.pbcgov.org/communityservices/financiallyassisted/PDF/DeskGuide\\_2024.pdf](https://discover.pbcgov.org/communityservices/financiallyassisted/PDF/DeskGuide_2024.pdf)

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

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.

11. AGENCY agrees to not use or disclose protected health information, defined as individually

## EXHIBIT G

identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

12. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Service Subcategory:

AGENCY agree to partner in the DEPARTMENT-designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT. If AGENCY is currently receiving Southeast Florida Behavioral Health Network (SEFBHN) funding and are entering data through the Carisk Behavioral Health Portal, AGENCY is not required to use the DEPARTMENT-designated data entry system.

AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT-designated data entry system.

The DEPARTMENT-designated data entry systems shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at <http://discover.pbcgov.org/communityservices/financiallyassisted/>. Quarterly programmatic outcome and fiscal reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee on the following dates: January 15, April 15, July 15, October 15.

13. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that is required to meet the needs of families within multiple regions across the COUNTY.
14. AGENCY shall comply with applicable state and federal licensure and guidelines relevant to services delivered within this service category.
15. AGENCY shall adhere to substance abuse and mental health provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) license for the appropriate level of substance abuse treatment services AGENCY is providing under this Contract.
16. FAA Service Category Specific Requirements for AGENCIES receiving COUNTY funds in the Behavioral Health Service Category Subcategory:

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

- a. Client must be a resident of Palm Beach County
- b. Specific programmatic eligibility requirements as stated in **EXHIBIT A**
  - 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.

17. AGENCY shall adhere to the following guiding principles for integrated and coordinated care and services.

AGENCY utilizing the Recovery Capital Index® (RCI®™) shall administer the instrument to the young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI®™ shall be used once the Client is stabilized enough to administer the instrument to obtain a valid and reliable baseline score.

AGENCY is required to administer Client Satisfaction Surveys during program engagement or at program completion/discharge. Survey results shall be reported on a quarterly basis concurrent with required quarterly reporting due dates.

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based planning and use of data to determine effectiveness of services and client perception of services.
- Ensure individualized services based on needs and client articulated priorities and goals.
- Ensure client wishes are considered and/or partnership on provision of services.
- Incorporate holistic assessment of client-individualized needs.
- Provide a trauma-informed and “no wrong-door” approaches.
- Ensure consistent implementation and integration into care planning and services of Recovery Capital Index™® (RCI®™) for young adults and adults with substance use disorders and co-occurring behavioral health and substance use disorders.
- Employ flexibility if services are not producing expected outcomes.
- Use evidence-based and/or promising practices when delivering services.
- Demonstrate knowledge and the importance of the purpose of data, data sharing and communication across providers.

18. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involved any ORI 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** 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 ORI funds. All of the incidents require that immediate action is taken to protect ORI 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 ORI Clients who are children or adolescent, the AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist



staff designee, of all unusual incidents that involved any ORI 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 ORI funds. All of the incidents require that immediate action is taken to protect ORI 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.

19. 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 to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.
20. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee 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 ORI funded staff.
  - c. ORI 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.
21. 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;

EXHIBIT G

- e. Wraparound training (if applicable)
- f. Recovery Capital Index™ (RCI™) training (if applicable).

AGENCY can obtain a list of training resources on the FAA webpage.

- 22. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, phone numbers.
- 23. AGENCY shall provide its revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
- 24. 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.
- 25. 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 Contract, 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 Contract 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:**

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

**Specific Activities – Recommended:**

- o 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>
- o 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.

- 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 Contract or the program funded under this Contract 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.

26. 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.

#### 27. Performance During Emergency

AGENCY agrees and promises that, immediately preceding, during, and after a COUNTY declared a State of Emergency, including public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all services under this Contract, and AGENCY will provide up to four (4) Mental Health Professional staff (Staff) once the Palm Beach County Emergency Operations Center (EOC) has activated the General Population Shelters.

Staff shall be graduates from an accredited college or university with a Bachelor's and/or Master's Degree in Psychology, Social Work, Mental Health Counseling, Marriage and Family Therapy, or related field; have one (1) year experience with individual, family, and group counseling or psychotherapy with children and/or adolescents; or have any equivalent combination of related training and experience.

AGENCY agrees to provide Staff services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis, which will be the highest priority immediately after AGENCY'S existing clients are secured.

AGENCY shall furnish a 24-hour phone number to the COUNTY. Failure to provide the Contract services to the COUNTY on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of the Contract, and

subject the AGENCY to sanctions that may include suspension or debarment from COUNTY procurements.

AGENCY will be responsible for:

- Staff's transportation to the initial designated General Population Shelter.
- Bedding materials (pillows, blankets, sleeping bags, cots, air mattresses, etc.) Cots are not provided.
- General timesheets noting dates and times of service and/or presence
- Staff's Salary, Taxes and Benefits.
- Workers' Compensation

Palm Beach County will be responsible for:

- Staff's transportation to the initial designated General Population Shelter.
- Bedding materials (pillows, blankets, sleeping bags, cots, air mattresses, etc.) Cots are not provided.
- General timesheets noting dates and times of service and/or presence. Staff's Salary,
- Taxes and Benefits.
- Workers' Compensation.
- Basic hydration and food for Staff at no cost. Signing/Approval of timesheets.
- American with Disabilities Act (ADA) compliance and accommodations. Notification of required services.
- Any and all office and/or program supplies necessary to perform services. Office space and accommodations, if applicable.
- Parking for Staff's vehicle(s)

28. 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 Contract, and will include, at a minimum:

- 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
- 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 Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

29. AGENCY serving eligible clients/households must:

- Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
- Process all client rental assistance (first, last, security, and/or monthly), and utility assistance payments will be made through CSD's OSCARSS system;

- Enroll client(s)/household(s) into HMIS, and document all service(s) provided;
- Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
- Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Hanley Center Foundation, Inc.  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

Jennifer A Lee  
(signature of officer or representative)

Jennifer Lee, COO  
(printed name of officer or representative)

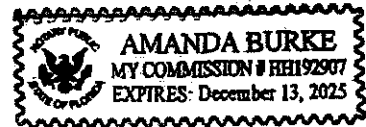
**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this, 25<sup>th</sup> day of June, 2024, by Jennifer A. Lee.

Personally known  OR produced identification .

Type of identification produced N/A.

Amanda  
NOTARY PUBLIC  
My Commission Expires: 12/13/2025  
State of Florida at large



(Notary Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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).

<b>PRODUCER</b> Marsh & McLennan Agency, LLC 1000 Corporate Dr Ste 400 Ft Lauderdale FL 33334	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FLCertificates@MarshMMA.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Hanley Center Foundation, Inc 933 45th Street West Palm Beach FL 33407	<b>INSURER A:</b> Florida Insurance Trust		<b>NAIC #</b> 99999
	<b>INSURER B:</b> Benchmark Insurance Company		41394
	<b>INSURER C:</b> Markel Global Reinsurance Company		10829
	<b>INSURER D:</b> Certain Underwriters at Lloyd's		55555
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1414573135 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	FITGL500662024	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FITAU500662024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FITXS500662024	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FITWC500662024	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C C D	Professional Liability Abuse & Molestation* Cyber Liability			FITGL500662024 FITGL500662024 ESM0139890182	6/1/2024 6/1/2024 2/26/2024	6/1/2025 6/1/2025 2/26/2025	PL Each Claim/Aggr A&M Each Claim/Aggr Cyber Aggregate \$1MIL / \$1MIL \$1MIL / \$1MIL 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Abuse & Molestation | Claims-Made | Retro Date: 6/1/2024

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its officers, employees, and agents, as Designated Organization, is an Additional Insured as respects General Liability. Waiver of Subrogation as respects General Liability in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of Commissioners  
 c/o Community Services Dept.  
 810 Datura Street  
 West Palm Beach FL 33401

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

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