

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$6,979,290	\$6,979,290	\$6,979,290		
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$6,979,290	\$6,979,290	\$6,979,290		

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

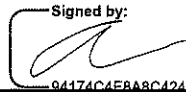
Budget Account No.:

Fund 0001 Dept 148 Unit 1221 Object 3401 Program Code Program Period
 Fund 0001 Dept 148 Unit 1224 Object 3401 Program Code Program Period
 Fund 0001 Dept 148 Unit 1225 Object 3401 Program Code Program Period
 Fund 0001 Dept 148 Unit 1226 Object 3401 Program Code Program Period

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

Palm Beach County

C. Departmental Fiscal Review:

Signed by: 

Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

Asbell 9/25/24 Travis Mackle 10/7/24
 OFMB pe/ps EW 9-25-24 Contract Development and Control

B. Legal Sufficiency:

Deane Collins 10-15-24
 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 22nd day of October, 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 **Gulfstream Goodwill Industries, 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 **59-1197040**.

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 Lewis Center HRC-1, Mid-County HRC-2, Western Shelters HRC-3 services to persons experiencing homelessness 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 J - 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 term of this Contract shall be for one (1) year, starting October 1, 2024 (initial term), and will automatically renew for two (2) additional one-year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B - UNITS OF SERVICE AND BUDGET ALLOCATION, EXHIBIT H - HRC PROGRAM MANAGEMENT AND OUTCOMES**, and **EXHIBIT J**.

The parties shall amend this Contract if there is a change to the scope of work, 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 **TWENTY MILLION, NINE HUNDRED AND THIRTY-SEVEN THOUSAND, EIGHT HUNDRED AND SEVENTY DOLLARS AND ZERO CENTS (\$20,937,870.00) OVER A THREE-YEAR PERIOD, OF WHICH SIX MILLION, NINE HUNDRED AND SEVENTY-NINE THOUSAND, TWO HUNDRED AND NINETY DOLLARS AND ZERO CENTS (\$6,979,290.00) IS BUDGETED IN FISCAL YEAR 2025 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SIX MILLION, NINE HUNDRED AND SEVENTY-NINE THOUSAND, TWO HUNDRED AND NINETY DOLLARS AND ZERO CENTS (\$6,979,290.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS CONTRACT.**

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 J**, 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 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 20 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 21 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 22 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 23 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 24 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 25 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 26 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 27 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:

Karen Davidson, President & CEO
Gulfstream Goodwill Industries, Inc. 1715 Tiffany
Drive East
West Palm Beach, Florida 33407

ARTICLE 28 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 29 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 30 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 31 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 32 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 33 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 34 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 35 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 COUNTY HRCs.

The room(s) shall be used solely and exclusively for general office purposes and meeting 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 36 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 37 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 38 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 K**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 39 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 40 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

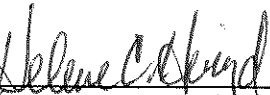

AGENCY:
Gulfstream Goodwill Industries, Inc.

BY: 

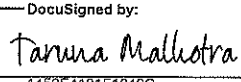
Authorized Signature

Karen Davidson, President & CEO
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: 

Department Director

EXHIBIT A
FY 2025-2027 CONTRACT FOR PROVISION OF SERVICES
SCOPE OF WORK

Agency Name: Gulfstream Goodwill Industries, Inc.
Program 1 Name: Lewis Center Low-Barrier Housing Resource Center (HRC-1) Operations
Location: Palm Beach County
Target Population: Individual Persons experiencing homelessness in Palm Beach County
Funding Priority: Housing and Homelessness

I. OPERATIONS: Gulfstream Goodwill Industries (AGENCY) will serve as Housing Resource Individual Vendor

Service	Scope
Operations (1000 45 th Street WPB)	<ul style="list-style-type: none"> • HRC will serve 375 unduplicated individual Palm Beach County residents experiencing homelessness. • HRC will be open 365 days a year on a 24-hour basis. • HRC’s goal is to assist individuals in becoming self-sufficient, and in engaging in a productive lifestyle, thereby ending homelessness. • HRC will serve as one of four (4) entry points into the housing and homeless services delivery system. • HRC will provide residential beds for individuals experiencing homelessness (Clients) for up to 90 days. • HRC will have a maximum capacity of sixty (60) beds at any given time, plus six (6) overflow/law enforcement beds. • HRC will not allow walk-ups • HRC will offer supportive services listed in Section II, SERVICES. • HRC operation will adhere to EXHIBIT F - OPERATING UNDERSTANDING AND PROVISIONS, which is contained as Exhibit B in the Interlocal Agreement between Palm Beach County and the City of West Palm Beach.

II. SERVICES: Services provided to any individual that is experiencing homelessness or at risk of homelessness, per HUD’s definition, and requests services from the HRC via Palm Beach County’s coordinated entry system (Client).

Service	Scope
Intake and Screening of Clients in coordination with all Outreach Programs	<ul style="list-style-type: none"> • Client interview. • Determination of admission eligibility. • Collect basic demographics and enter all data in HMIS/CMIS. • Complete verification of homelessness in Palm Beach County and check to ensure the referred person has no open warrants and is not on the sex offender registry. • Navigate callers, conduct VI-SPDAT & SPDAT when the Client is enrolled in the program.

EXHIBIT A

	<ul style="list-style-type: none"> Record SPDAT assessment in appropriate Acuity lists. Log and secure belongings. Screen for weapons, contraband, and dangerous and illegal substances; address based on findings; coordinate with security.
Client Assessment	<ul style="list-style-type: none"> AGENCY will coordinate assessment of all Clients with all the Outreach Programs. AGENCY will oversee coordination of assessments for Clients. AGENCY will assess presenting issues. AGENCY will refer Clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as requested and desired.
Client Engagement	<ul style="list-style-type: none"> AGENCY will build relationships with Clients.
Client Service Delivery	<ul style="list-style-type: none"> AGENCY will comply with all Continuum of Care (CoC) approved standards of care as the basis for providing services to Clients. AGENCY will provide community outreach and education to inform the community of the service delivery process.
Case Management	<ul style="list-style-type: none"> AGENCY will complete the SPDAT and develop individual service plans and action steps for each Client within 7 business days of Client admission and provide on-going monitoring and progress revision as necessary. Screen for entitlement benefits. Develop personal development plan (PDP) / housing plan and assist Clients in identifying permanent housing placement. AGENCY will coordinate and link to various community services to meet assessed need of Client as desired by client. AGENCY will meet with each Client individually on a weekly basis to review progress towards established goals and objectives. AGENCY will establish Client discharge planning that is housing focused consistent with CoC Standards, as amended. AGENCY will utilize Best Practice or Evidence-Based programs and case management services for all Clients referred to the HRC.
Meal/Food Service	<ul style="list-style-type: none"> AGENCY will coordinate food service with the COUNTY'S food service provider, as well as transport food and supplies as needed. The HRC will have a large landing kitchen available for storage and warming. AGENCY shall be responsible for the kitchen activities to include warming food, distribution of food, ordering and storage of supplies, notifying purveyors of dietary issues, cleaning and other activities. Food service provider's equipment is to be returned, in its entirety, after each meal. Missing or damaged items are the financial responsibility of the AGENCY. AGENCY will maintain food supply for Clients who arrive outside of meal times and are in need of a meal. AGENCY will use the COUNTY'S food service provider as the primary food provider to the HRC.

EXHIBIT A

	<ul style="list-style-type: none"> • AGENCY will be responsible for administering all aspects of the food service provider Contract assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its food service provider Contract along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY. • AGENCY will meet all dietary and public health department regulatory standards governing the storage and distribution of food items.
<p>Primary Medical Care</p>	<ul style="list-style-type: none"> • AGENCY will coordinate with the Health Care District or other entity to ensure a physical assessment of Client(s) is performed to include: <ul style="list-style-type: none"> ○ HIV screening, counseling and referral as desired/requested. ○ Follow-up medical services. • AGENCY shall ensure availability of after-hours response to Client medical emergencies.
<p>Behavioral Health Care</p>	<ul style="list-style-type: none"> • AGENCY will coordinate linkage for treatment and follow-up services for Clients based on assessments, as appropriate.
<p>Interim Housing</p>	<ul style="list-style-type: none"> • AGENCY will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing Client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. (Would like a timeline for receipt of county approval) Consistent with EXHIBIT H, AGENCY'S PROGRAMMATIC REQUIREMENTS, COUNTY logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to, policies and procedures regarding the following: <ul style="list-style-type: none"> ➤ Use or possession of alcohol or illegal drugs; ➤ Fighting and/or aggressive behavior; ➤ Possession of weapons; ➤ Coordination with local social, medical and health services providers and law enforcement partners; ➤ Voluntary admission and discharge procedures and timelines; ➤ Individual service plans; ➤ Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, and other similar functions; ➤ Engagement of Clients; ➤ Reporting Adverse Incidents;

EXHIBIT A

	<ul style="list-style-type: none"> ➤ Medication storage and management; ➤ Inappropriate referrals; ➤ Rights of Clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, marital status, disability or familial status or gender identity and expression; ➤ Assessment, linkage, documentation, and follow-up processes; ➤ Authorized and unauthorized Client arrivals and departures from the HRC; ➤ Emergency and non-emergency law enforcement calls; ➤ Participation in neighborhood and community committee meetings requested by COUNTY. <ul style="list-style-type: none"> • AGENCY will provide resident orientations regarding program policies and procedures while in interim housing. • AGENCY will provide interim housing for a combined population of not greater than sixty (60) adult Clients. • AGENCY will provide overflow/law enforcement beds for up to six (6) adult Clients. • AGENCY will provide for and implement routine safety protocols, emergency evacuation, and disaster response plans, and Coordinate such with the COUNTY to align with Facilities and Emergency Operations Center (EOC).
Security	<ul style="list-style-type: none"> • AGENCY will coordinate services with a COUNTY-contracted security service provider. • AGENCY will implement significant incident reporting for all specified incidents. • AGENCY will maintain compliance with the COUNTY'S HRC Security Plan.
Outreach and Referral	<ul style="list-style-type: none"> • AGENCY will coordinate and collaborate with existing outreach providers and referral sources.
Clothing and Client Supplies	<ul style="list-style-type: none"> • AGENCY will provide a designated area at the facilities in which The Homeless Coalition will manage and distribute donated items.
Job Training and Placement/Referral	<ul style="list-style-type: none"> • AGENCY will offer appropriate referral and information to Clients as referenced in their service plan. • AGENCY will ensure computers with internet access are made available and provided for Client use for job search and training.
Client Property Management	<ul style="list-style-type: none"> • AGENCY will coordinate with HRC Security in regards to Clients' security screening upon intake. • AGENCY will develop and implement process for Client property intake screening, segregation, cleaning, and storage, and develop rules/guidelines for what can be retained by the Client and what is to be stored.
Client Belongings	<ul style="list-style-type: none"> • AGENCY will search belongings to ensure they are free of alcohol, drugs, weapons and other contraband, and dangerous and/or hazardous materials. • AGENCY will store and/or report prohibited belongings as required by law.

EXHIBIT A

Other	<ul style="list-style-type: none"> • AGENCY will participate in the CoC system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • AGENCY will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep.
--------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

III. STAFFING

Service	Scope
Positions	<ul style="list-style-type: none"> • AGENCY will maintain twenty-four (24) hour staffing.
Background Checks	<ul style="list-style-type: none"> • AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers, according to State guidelines and HRC Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • AGENCY will maintain staff schedule and Program Policies and Procedures (PPM's). The PPM's shall include: Client Handbook; Operations Manual; Life Skills; New Client Orientation Program; staffing issues, including twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; HIPAA guidelines; referral list; case management; and other policies and procedures.
Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the HRC. AGENCY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff. • AGENCY will train staff to answer calls during non-business hours from the Call Center (evening, overnight), which may include triage, by-name- list procedures, and any other approved practices of the COC. AGENCY shall document the training.
Supervision	<ul style="list-style-type: none"> • AGENCY will provide twenty-four (24) hour on-site supervision of the facilities, with an on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. • AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff. • AGENCY will create, record, and maintain a call log of all calls received during non-business hours from the Call Center (evening, overnight). • AGENCY will maintain a record of staff trained to answer calls from the Call Center, • AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff.
First Aid & Certifications	<ul style="list-style-type: none"> • AGENCY shall have first aid equipment and supplies maintained on- site with staff trained in their use. • AGENCY will ensure all employees are/will be certified in CPR, AED, First Aid and other required training.

EXHIBIT A

IV. FACILITIES AND MAINTENANCE

Service	Scope
Damage	<ul style="list-style-type: none"> • AGENCY will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Department of Facilities, Development and Operations (FDO), or by using the emergency phone number, as provided, for items directly affecting the life/safety of the occupants or structure. The COUNTY will repair and fund unless failure is caused by acts of the AGENCY or Clients. In this event, the AGENCY shall be responsible for paying for the repairs.
Facility Improvements	<ul style="list-style-type: none"> • AGENCY shall submit a Requests for Services to FDO Facilities Management Division for any desired improvement to the facility. • AGENCY shall not be permitted to make any improvements to the facility.
Environmental Cleaning	<ul style="list-style-type: none"> • AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY), and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.
Furnishings, Fixtures and Equipment (FFE)	<ul style="list-style-type: none"> • AGENCY will be responsible for ensuring that its Clients do not abuse or damage the furnishings, fixtures, and equipment. • AGENCY will report the need for repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair. The COUNTY will make the repairs unless failure is caused by acts of the AGENCY and/or Clients. In this event, the AGENCY shall be responsible for paying for the repairs.
Management of COUNTY-Owned Assets	<ul style="list-style-type: none"> • AGENCY will be responsible for the management of all non-fixed COUNTY-owned personal property, in accordance with COUNTY policy.
Grounds Maintenance	<ul style="list-style-type: none"> • AGENCY shall keep grounds free of litter and debris.
Plumbing	<ul style="list-style-type: none"> • AGENCY will make every effort to work with and educate guests in proper use of plumbing to prevent damages, abuse, and/or clogs. • AGENCY shall contact the COUNTY for any failures or major repair requested for plumbing issues that cannot be resolved in-house.
Smoking Areas	<ul style="list-style-type: none"> • AGENCY will enforce designated smoking areas.
Recreation Area	<ul style="list-style-type: none"> • AGENCY will maintain outside recreation area for adults, including availability of basic sport and recreational equipment.
Bicycles	<ul style="list-style-type: none"> • AGENCY will designate a secured and locked area to accommodate resident's bicycles.
Automobiles	<ul style="list-style-type: none"> • AGENCY will ensure that no unlicensed vehicles (or vehicles that have expired tags or no tags) shall be allowed to park on the premises. • AGENCY will ensure that vehicle owners show minimum insurance while on the premises, as required by the State of Florida.

EXHIBIT A

Tents	<ul style="list-style-type: none"> • AGENCY will not install temporary or permanent tent-like enclosures or coverings on the grounds without prior written permission from the COUNTY, and is responsible for securing any/all necessary permits from the City of West Palm Beach (WPB) and/or other authority.
Hazardous Materials	<ul style="list-style-type: none"> • AGENCY will be responsible for all upkeep of storage areas. Gasoline, flammable products, propane tanks, and yard/garden equipment are to be kept in a separate storage area away from the facilities. <p>AGENCY will obtain approval from the COUNTY for the storage of all products that require monitoring or environmental controls, such as gasoline, flammable products, paint, solvents, cleaning chemicals, etc. AGENCY shall submit in their request the MSDS for the product, the storage location and type that meet the requirements, and shall be responsible for all costs associated with the same.</p>
Permits and Licenses	<ul style="list-style-type: none"> • AGENCY shall be responsible for posting all applicable copies of safety and licensing permits and shall maintain such permits on file/posted.
Security	<ul style="list-style-type: none"> • AGENCY will coordinate duties of security personnel with the COUNTY'S security provider's personnel working during each shift under the HRC Security Plan.
Laundry and Linen Service	<ul style="list-style-type: none"> • AGENCY will coordinate linen service with the COUNTY laundry service provider. • AGENCY shall be responsible for storing, sorting, bagging, and transporting dirty linen, and picking up clean linen. • AGENCY shall be responsible for administering all aspect the COUNTY'S Contract or Memorandum of Understanding (MOU) with laundry service provider assigned, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY a copy of the laundry service provider Contract along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY. • AGENCY will be responsible for onsite laundry equipment for the personal use of Clients to include 1) provision of laundry detergent, cleanliness, and general operational guidelines; 2) regulatory issues, such as monitoring and maintaining hot water logs; and 3) financial and physical repair and replacement of equipment.
Computers	<ul style="list-style-type: none"> • AGENCY will ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing Client and program information, as well as related support, are secured, and policies regarding computer use are adhered to.
Fire Drills	<ul style="list-style-type: none"> • AGENCY shall conduct or otherwise assist with required fire drills as per COUNTY policy.
Records to be available for review, as needed, by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Training certificates. • Client satisfaction surveys. • Pre and post evaluation, where applicable. • Follow-up/statistical logs • Client records.

EXHIBIT A

V. BUDGET/FISCAL ACCOUNTABILITY

Service	Scope
Budget	<ul style="list-style-type: none"> • AGENCY will maintain and submit to the COUNTY annually a detailed operating/program budget for the COUNTY, which includes specific line items and corresponding amounts.
Audit	<ul style="list-style-type: none"> • AGENCY will use established and generally accepted accounting practices. An audit of each year while under contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY'S expense. AGENCY will submit the Independent Annual Audit and Management Letters to COUNTY. • All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none"> • AGENCY will provide reports, records, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY in such a manner and at such times as may be required by the COUNTY and/or any grantors.
Expenses and Reimbursement	<ul style="list-style-type: none"> • AGENCY will be responsible for all operational expenses including, but not limited to, fixed pay, cell telephones, printing, postage, shipping, and cleaning supplies. • AGENCY will be entitled to be reimbursed for costs incurred that are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs, and will have the obligation to do all the work called for by this Agreement.
Financial Statement	<ul style="list-style-type: none"> • AGENCY will submit statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, and monthly and year-to-date income expense, as requested.
Contribution of Operating Expense	<ul style="list-style-type: none"> • AGENCY will be responsible to assist in supporting costs of the HRC, such as back end services. AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County.
Donations	<ul style="list-style-type: none"> • AGENCY will account for donations, including furniture and equipment, and other durable goods, that shall become property of the COUNTY for use at the HRC.

VI. COUNTY RESPONSIBILITIES

Service	Scope
Program Oversight and Inspections	<ul style="list-style-type: none"> • COUNTY will monitor compliance with contract requirements. • COUNTY will conduct regular desk and file audits. • COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property. • COUNTY will participate in staff Neighborhood and Corridor Committees, as needed.

EXHIBIT A

<p>Facility Maintenance and Repair</p>	<ul style="list-style-type: none"> • COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the HRC. • COUNTY will be responsible for the repair and maintenance of the major components of the HRC facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs, pavement, exterior door, and privacy locks on Client bedroom doors, unless failure is caused by acts of the AGENCY or Client. In this event, the AGENCY shall be responsible for paying for the repairs. AGENCY is responsible for reporting damaged and broken items to the COUNTY for repair. • COUNTY will conduct preventative maintenance for major components, such as heating, air-conditioning, water, sewer, air quality, and roof to ensure the structures of the HRC facilities in accordance with all applicable building codes.
<p>Routine Maintenance</p>	<ul style="list-style-type: none"> • COUNTY will ensure the proper operation of and coordination with the AGENCY on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations. • COUNTY will ensure that the buildings have smoke detectors, sprinkler systems, and fire extinguishers for each floor that conform to all safety rules and regulations. COUNTY will observe fire drills and review fire drill documentation.
<p>Pest Control</p>	<ul style="list-style-type: none"> • COUNTY will contract for interior and exterior pest control.
<p>Janitorial Services</p>	<ul style="list-style-type: none"> • COUNTY will contract for janitorial services of all common areas.
<p>Telephones and Computers</p>	<ul style="list-style-type: none"> • COUNTY will provide telephones and computers for AGENCY'S staff use.
<p>Grounds</p>	<ul style="list-style-type: none"> • COUNTY will contract for grounds maintenance. • Regular painting and upkeep of the exterior and interior of the buildings; power washing the sidewalks and/or walls of the building
<p>Food Service</p>	<ul style="list-style-type: none"> • COUNTY will contract with a food service provider for three (3) meals a day, 365 days per year, including nutrition planning.
<p>Laundry</p>	<ul style="list-style-type: none"> • COUNTY will contract with a laundry service provider for the laundering of bedding and towels.
<p>Security</p>	<ul style="list-style-type: none"> • COUNTY will contract with a security service provider twenty-four (24) hours per day, 365 days per year.

EXHIBIT A

Agency Name: Gulfstream Goodwill Industries, Inc.
Program 2 Name: Mid-County Housing Resource Center -2 (HRC-2) Operations
Location: Palm Beach County
Target Population: Individual Persons experiencing homelessness in Palm Beach County
Funding Priority: Housing and Homelessness

I. OPERATIONS: Gulfstream Goodwill Industries (AGENCY) will serve as Housing Resource Center 2 Individual Vendor

Service	Scope
Operations (3860 Lake Worth Road, Lake Worth Beach, FL)	<ul style="list-style-type: none"> • HRC will serve up to 475 unduplicated individuals and families annually in emergency shelter, transition shelter, and supportive housing to Palm Beach County residents experiencing homelessness. • HRC will be open 365 days a year on a 24-hour basis. • HRC’s goal is to assist individuals in becoming self-sufficient, and in engaging in a productive lifestyle, thereby ending homelessness. • HRC will serve as one of four (4) entry points into the housing and homeless services delivery system. • HRC will provide residential beds for individuals experiencing homelessness (Clients) for up to 90 days. • HRC will have a maximum capacity of sixty (66) beds at any given time, plus six (6) overflow/law enforcement beds. • HRC will have a maximum capacity of eleven (11) transitional beds. • HRC will not allow walk-ups • HRC will offer supportive services listed in Section II, SERVICES.

II. SERVICES: Services provided to any individual experiencing literal homelessness or at risk of homelessness, per HUD’s definition, and requests services from the HRC via Palm Beach County’s coordinated entry system (Client).

Service	Scope
Intake and Screening of Clients in coordination with all Outreach Programs	<ul style="list-style-type: none"> • Client interview. • Determination of admission eligibility. • Collect basic demographics and enter all data in HMIS/CMIS. • Complete verification of homelessness in Palm Beach County and check to ensure the referred person has no open warrants and is not on the sex offender registry. • Navigate callers, conduct VI-SPDAT & SPDAT when the Client is enrolled in the program.
	<ul style="list-style-type: none"> • Record SPDAT assessment in appropriate Acuity lists. • Log and secure belongings. • Screen for weapons, contraband, and dangerous and illegal substances; address based on findings; coordinate with security.

EXHIBIT A

<p>Client Assessment</p>	<ul style="list-style-type: none"> • AGENCY will coordinate assessment of all Clients with all the Outreach Programs. • AGENCY will oversee coordination of assessments for Clients. • AGENCY will assess presenting issues. • AGENCY will refer Clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as requested and desired.
<p>Client Engagement</p>	<ul style="list-style-type: none"> • AGENCY will build relationships with Clients.
<p>Client Service Delivery</p>	<ul style="list-style-type: none"> • AGENCY will comply with all Continuum of Care (CoC) approved standards of care as the basis for providing services to Clients. • AGENCY will provide community outreach and education to inform the community of the service delivery process.
<p>Case Management</p>	<ul style="list-style-type: none"> • AGENCY will complete the SPDAT and develop individual service plans and action steps for each Client within seven (7) business days of Client admission and provide on- going monitoring and progress revision as necessary. • Screen for entitlement benefits. • Develop personal development plan (PDP) / housing plan and assist Clients in identifying permanent housing placement. • AGENCY will coordinate and link to various community services to meet assessed need of Client as desired by client. • AGENCY will meet with each Client individually on a weekly basis to review progress towards established goals and objectives. • AGENCY will establish Client discharge planning that is housing focused consistent with CoC Standards, as amended. • AGENCY will utilize Best Practice or Evidence-Based programs and case management services for all Clients referred to the HRC.
<p>Meal/Food Service</p>	<ul style="list-style-type: none"> • AGENCY will coordinate food service with the COUNTY'S food service provider, as well as transport food and supplies as needed. The HRC will have a large landing kitchen available for storage and warming. • AGENCY shall be responsible for the kitchen activities to include warming food, distribution of food, ordering and storage of supplies, notifying purveyors of dietary issues, cleaning and other activities. Food service provider's equipment is to be returned, in its entirety, after each meal. Missing or damaged items are the financial responsibility of the AGENCY. • AGENCY will maintain food supply for Clients who arrive outside of meal times and are in need of a meal. • AGENCY will use the COUNTY'S food service provider as the primary food provider to the HRC.
	<ul style="list-style-type: none"> • AGENCY will be responsible for administering all aspects of the food service provider Contract assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its food service provider Contract along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY. • AGENCY will meet all dietary and public health department regulatory standards governing the storage and distribution of food items.

EXHIBIT A

<p>Primary Medical Care</p>	<ul style="list-style-type: none"> • AGENCY will coordinate with the Health Care District or other entity to ensure a physical assessment of Client(s) is performed to include: <ul style="list-style-type: none"> ○ HIV screening, counseling and referral as desired/requested. ○ Follow-up medical services. • AGENCY shall ensure availability of after-hours response to Client medical emergencies.
<p>Behavioral Health Care</p>	<ul style="list-style-type: none"> • AGENCY will coordinate linkage for treatment and follow-up services for Clients based on assessments, as appropriate.
<p>Interim Housing</p>	<ul style="list-style-type: none"> • AGENCY will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing Client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. Consistent with EXHIBIT H AGENCY'S PROGRAMMATIC REQUIREMENTS, COUNTY logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to, policies and procedures regarding the following: <ul style="list-style-type: none"> ➤ Use or possession of alcohol or illegal drugs; ➤ Fighting and/or aggressive behavior; ➤ Possession of weapons; ➤ Coordination with local social, medical and health services providers and law enforcement partners; ➤ Voluntary admission and discharge procedures and timelines; ➤ Individual service plans; ➤ Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, and other similar functions; ➤ Engagement of Clients; ➤ Reporting Adverse Incidents; ➤ Medication storage and management; ➤ Inappropriate referrals; ➤ Rights of Clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, marital status, disability or familial status or gender identity and expression; ➤ Assessment, linkage, documentation, and follow-up processes; ➤ Authorized and unauthorized Client arrivals and departures from the HRC; ➤ Emergency and non-emergency law enforcement calls; ➤ Participation in neighborhood and community committee meetings requested by COUNTY. • AGENCY will provide overflow/law enforcement beds for up to eleven (11) adult Clients. • AGENCY will provide for and implement routine safety protocols, emergency evacuation, and disaster response plans, and Coordinate such with the COUNTY to align with Facilities and Emergency Operations Center (EOC).

EXHIBIT A

Security	<ul style="list-style-type: none"> • AGENCY will coordinate services with a COUNTY-contracted security service provider. • AGENCY will implement significant incident reporting for all specified incidents. • AGENCY will maintain compliance with the COUNTY'S HRC Security Plan.
Outreach and Referral	<ul style="list-style-type: none"> • AGENCY will coordinate and collaborate with existing outreach providers and referral sources.
Clothing and Client Supplies	<ul style="list-style-type: none"> • AGENCY will provide a designated area at the facilities in which The Homeless Coalition will manage and distribute donated items.
Job Training and Placement/Referral	<ul style="list-style-type: none"> • AGENCY will offer appropriate referral and information to Clients as referenced in their service plan. • AGENCY will ensure computers with internet access are made available and provided for Client use for job search and training.
Client Property Management	<ul style="list-style-type: none"> • AGENCY will coordinate with HRC Security in regards to Clients' security screening upon intake. • AGENCY will develop and implement process for Client property intake screening, segregation, cleaning, and storage, and develop rules/guidelines for what can be retained by the Client and what is to be stored.
Client Belongings	<ul style="list-style-type: none"> • AGENCY will search belongings to ensure they are free of alcohol, drugs, weapons and other contraband, and dangerous and/or hazardous materials. • AGENCY will store and/or report prohibited belongings as required by law.
Other	<ul style="list-style-type: none"> • AGENCY will participate in the CoC system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • AGENCY will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep. • AGENCY will participate in the "Neighborhood Oversight Association Panel."

III. STAFFING

Service	Scope
Positions	<ul style="list-style-type: none"> • AGENCY will maintain twenty-four (24) hour staffing.
Background Checks	<ul style="list-style-type: none"> • AGENCY is responsible for criminal, child abuse and driving background checks on all staff and volunteers, according to State guidelines and HRC Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • AGENCY will maintain staff schedule and Program Policies and Procedures (PPM's). The PPM's shall include: Client Handbook; Operations Manual; Life Skills; New Client Orientation Program; staffing issues, including twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; HIPAA guidelines; referral list; case management; and other policies and procedures.

EXHIBIT A

Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the HRC. AGENCY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff. • AGENCY will train staff to answer calls during non-business hours from the Call Center (evening, overnight), which may include triage, by-name- list procedures, and any other approved practices of the COC. AGENCY shall document the training.
Supervision	<ul style="list-style-type: none"> • AGENCY will provide twenty-four (24) hour on-site supervision of the facilities, with an on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. • AGENCY will create, record, and maintain a call log of all calls received during non-business hours from the Call Center (evening, overnight). • AGENCY will maintain a record of staff trained to answer calls from the Call Center, • AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff.
First Aid & Certifications	<ul style="list-style-type: none"> • AGENCY shall have first aid equipment and supplies maintained on- site with staff trained in their use. • AGENCY will ensure all employees are/will be certified in CPR, AED, First Aid and other required training.

IV. FACILITIES AND MAINTENANCE

Service	Scope
Damage	<ul style="list-style-type: none"> • AGENCY will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Department of Facilities, Development and Operations (FDO), or by using the emergency phone number, as provided, for items directly affecting the life/safety of the occupants or structure. The COUNTY will repair and fund unless failure is caused by acts of the AGENCY or Clients. In this event, the AGENCY shall be responsible for paying for the repairs.
Facility Improvements	<ul style="list-style-type: none"> • AGENCY shall submit a Requests for Services to FDO Facilities Management Division for any desired improvement to the facility. • AGENCY shall not be permitted to make any improvements to the facility.
Environmental Cleaning	<ul style="list-style-type: none"> • AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY), and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.
Furnishings, Fixtures and Equipment (FFE)	<ul style="list-style-type: none"> • AGENCY will be responsible for ensuring that its Clients do not abuse or damage the furnishings, fixtures, and equipment. • AGENCY will report the need for repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair. The COUNTY will make the repairs unless failure is caused by acts of the AGENCY and/or Clients. In this event, the AGENCY shall be responsible for paying for the repairs.

EXHIBIT A

Management of COUNTY-Owned Assets	<ul style="list-style-type: none"> • AGENCY will be responsible for the management of all non-fixed COUNTY-owned personal property, in accordance with COUNTY policy.
Grounds Maintenance	<ul style="list-style-type: none"> • AGENCY shall keep grounds free of litter and debris.
Plumbing	<ul style="list-style-type: none"> • AGENCY will make every effort to work with and educate guests in proper use of plumbing to prevent damages, abuse, and/or clogs. • AGENCY shall contact the COUNTY for any failures or major repair requested for plumbing issues that cannot be resolved in-house.
Smoking Areas	<ul style="list-style-type: none"> • AGENCY will enforce designated smoking areas.
Recreation Area	<ul style="list-style-type: none"> • AGENCY will maintain outside recreation area for adults, including availability of basic sport and recreational equipment.
Bicycles	<ul style="list-style-type: none"> • AGENCY will designate a secured and locked area to accommodate resident's bicycles.
Automobiles	<ul style="list-style-type: none"> • AGENCY will ensure that no unlicensed vehicles (or vehicles that have expired tags or no tags) shall be allowed to park on the premises. • AGENCY will ensure that vehicle owners show minimum insurance while on the premises, as required by the State of Florida.
Tents	<ul style="list-style-type: none"> • AGENCY will not install temporary or permanent tent-like enclosures or coverings on the grounds without prior written permission from the COUNTY, and is responsible for securing any/all necessary permits from the City of Lake Worth Beach (LWB) and/or other authority.
Hazardous Materials	<ul style="list-style-type: none"> • AGENCY will be responsible for all upkeep of storage areas. Gasoline, flammable products, propane tanks, and yard/garden equipment are to be kept in a separate storage area away from the facilities. • AGENCY will obtain approval from the COUNTY for the storage of all products that require monitoring or environmental controls, such as gasoline, flammable products, paint, solvents, cleaning chemicals, etc. • AGENCY shall submit in their request the MSDS for the product, the storage location and type that meet the requirements, and shall be responsible for all costs associated with the same.
Permits and Licenses	<ul style="list-style-type: none"> • AGENCY shall be responsible for posting all applicable copies of safety and licensing permits and shall maintain such permits on file/posted.
Security	<ul style="list-style-type: none"> • AGENCY will coordinate duties of security personnel with the COUNTY'S security provider's personnel working during each shift pursuant to the HRC Security Plan.
Laundry and Linen Service	<ul style="list-style-type: none"> • AGENCY will coordinate linen service with the COUNTY laundry service provider. • AGENCY shall be responsible for storing, sorting, bagging, and transporting dirty linen, and picking up clean linen. • AGENCY shall be responsible for administering all aspect the COUNTY'S Contract or Memorandum of Understanding (MOU) with laundry service provider assigned, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY a copy of the laundry service provider Contract along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY.

EXHIBIT A

	<ul style="list-style-type: none"> • AGENCY will be responsible for onsite laundry equipment for the personal use of Clients to include 1) provision of laundry detergent, cleanliness, and general operational guidelines; 2) regulatory issues, such as monitoring and maintaining hot water logs; and 3) financial and physical repair and replacement of equipment.
Computers	<ul style="list-style-type: none"> • AGENCY will ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing Client and program information, as well as related support, are secured, and policies regarding computer use are adhered to.
Fire Drills	<ul style="list-style-type: none"> • AGENCY shall conduct or otherwise assist with required fire drills as per COUNTY policy.
Records to be available for review, as needed, by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Training certificates. • Client satisfaction surveys. • Pre and post evaluation, where applicable. • Follow-up/statistical logs • Client records.

V. BUDGET/FISCAL ACCOUNTABILITY

Service	Scope
Budget	<ul style="list-style-type: none"> • AGENCY will maintain and submit to the COUNTY annually a detailed operating/program budget for the COUNTY, which includes specific line items and corresponding amounts.
Audit	<ul style="list-style-type: none"> • AGENCY will use established and generally accepted accounting practices. An audit of each year while under contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the AGENCY'S expense. AGENCY will submit the Independent Annual Audit and Management Letters to COUNTY. • All revenue received by the AGENCY from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated.
Documentation	<ul style="list-style-type: none"> • AGENCY will provide reports, records, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY in such a manner and at such times as may be required by the COUNTY and/or any grantors.
Expenses and Reimbursement	<ul style="list-style-type: none"> • AGENCY will be responsible for all operational expenses including, but not limited to, fixed pay, cell telephones, printing, postage, shipping, and cleaning supplies. • AGENCY will be entitled to be reimbursed for costs incurred that are included in the approved budget. If the costs incurred are not in the approved budget, the AGENCY shall be responsible for those costs, and will have the obligation to do all the work called for by this Agreement.

EXHIBIT A

Financial Statement	<ul style="list-style-type: none"> • AGENCY will submit statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, and monthly and year-to-date income expense, as requested.
Contribution of Operating Expense	<ul style="list-style-type: none"> • AGENCY will be responsible to assist in supporting costs of the HRC, such as back end services. AGENCY will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County.
Donations	<ul style="list-style-type: none"> • AGENCY will account for donations, including furniture and equipment, and other durable goods, that shall become property of the COUNTY for use at the HRC.

COUNTY RESPONSIBILITIES

Service	Scope
Program Oversight and Inspections	<ul style="list-style-type: none"> • COUNTY will monitor compliance with contract requirements. • COUNTY will conduct regular desk and file audits. • COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property. • COUNTY will participate in staff Neighborhood and Corridor Committees, as needed.
Facility Maintenance and Repair	<ul style="list-style-type: none"> • COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the HRC. • COUNTY will be responsible for the repair and maintenance of the major components of the HRC facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs, pavement, exterior door, and privacy locks on Client bedroom doors, unless failure is caused by acts of the AGENCY and/or Clients. In this event, the AGENCY shall be responsible for paying for the repairs. AGENCY is responsible for reporting damaged and broken items to the COUNTY for repair. • COUNTY will conduct preventative maintenance for major components, such as heating, air-conditioning, water, sewer, air quality, and roof to ensure the structures of the HRC facilities in accordance with all applicable building codes.
Routine Maintenance	<ul style="list-style-type: none"> • COUNTY will ensure the proper operation of and coordination with the AGENCY on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations. • COUNTY will ensure that the buildings have smoke detectors, sprinkler systems, and fire extinguishers for each floor that conform to all safety rules and regulations. COUNTY will observe fire drills and review fire drill documentation.
Pest Control	<ul style="list-style-type: none"> • COUNTY will contract for interior and exterior pest control.
Janitorial Services	<ul style="list-style-type: none"> • COUNTY will contract for janitorial services of all common areas.

EXHIBIT A

Telephones and Computers	<ul style="list-style-type: none"> COUNTY will provide telephones and computers for AGENCY'S staff use.
Grounds	<ul style="list-style-type: none"> COUNTY will contract for grounds maintenance. Regular painting and upkeep of the exterior and interior of the buildings; power washing the sidewalks and/or walls of the building
Food Service	<ul style="list-style-type: none"> COUNTY will contract with a food service provider for three (3) meals a day, 365 days per year, including nutrition planning.
Laundry	<ul style="list-style-type: none"> COUNTY will contract with a laundry service provider for the laundering of bedding and towels.
Security	<ul style="list-style-type: none"> COUNTY will contract with a security service provider twenty-four (24) hours per day, 365 days per year.

.....

Agency Name: Gulfstream Goodwill Industries, Inc.
Program 3 Name: Western Shelters Housing Resource Center - 3 (HRC-3) Operations
Location: Palm Beach County
Target Population: Individuals and Families with at least one (1) child under the age of eighteen (18) experiencing homelessness in Palm Beach County
Funding Priority: Housing and Homelessness

I. OPERATIONS: Gulfstream Goodwill Industries (AGENCY) will serve as the Housing Resource Individual Vendor

Service	Scope
<p>Operations: (Emergency Shelter, Transitional, and Supportive Housing)</p> <p>Belle Glade location (Emergency): 341 NW 11th Street, Belle Glade, FL 33430</p> <p>Pahokee location (Emergency and Supportive): Melissa's Place, 1749 East Main Street, Pahokee, FL 33476</p>	<ul style="list-style-type: none"> HRC will serve up to <u>250</u> Clients (individuals and families) annually in Belle Glade Emergency Shelter HRC will serve up to <u>100</u> Clients (individuals and families) annually in Pahokee Emergency Shelter HRC will serve up to <u>30</u> Clients (families) annually in Pahokee Supportive Housing HRC will be open 365 days a year on a 24-hour basis. HRC's goal is to assist individuals in becoming self-sufficient and with engaging in a productive lifestyle, thereby ending homelessness. HRC will serve as one of four (4) entry points into the housing and homeless services delivery system. HRC will provide emergency shelter beds in the Belle Glade location for (Clients) individuals experiencing homelessness for up to 48 hours. HRC in the Pahokee location will provide Emergency Shelter beds for (Clients) individuals and families experiencing homelessness HRC in Belle Glade will have a maximum capacity of four (4) transitional beds overflow/law enforcement beds. HRC in Pahokee Emergency Shelter will have a maximum capacity for 65 beds. HRC in Pahokee Supportive Housing will have a maximum capacity for 57 beds. HRC will not allow walk-ups. HRC will be open 365 days a year on a 24 hour basis HRC goal is to assist individuals in becoming self-sufficient and engaging in a productive lifestyle, thereby ending homelessness.

EXHIBIT A

	<ul style="list-style-type: none"> • Melissa’s Place Lake Village at the Glades Emergency Center, Melissa’s Place Lake Village at the Glades Supportive Housing, and the Belle Glade Transition Shelter will continue to serve as coordinated entry focal points. • OPERATOR will not allow walk-ups; only those with a referral can be screened in accordance with established law enforcement procedures. • OPERATOR will offer supportive services on-site <ul style="list-style-type: none"> ➢ counseling; ➢ meal delivery; ➢ limited medical treatment; ➢ case management; ➢ life skills training; ➢ job placement; ➢ interim housing and; • Permanent housing placement. • HRC will offer supportive services listed in Section II, SERVICES.
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

II. SERVICES: Services provided to any individual that is experiencing homelessness or at risk of homelessness, per HUD’s definition, and requests services from the HRC via Palm Beach County’s coordinated entry system (Client).

Service	Scope
Client Assessment	<ul style="list-style-type: none"> • OPERATOR will coordinate assessments of individuals with all the Outreach Programs. • OPERATOR will assess presenting issues. • OPERATOR will refer clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as needed.
Client Engagement	<ul style="list-style-type: none"> • OPERATOR will build relationships with homeless persons and families.
Client Service Delivery	<ul style="list-style-type: none"> • OPERATOR will comply with all CoC approved standards of care as the basis for providing services to homeless individuals. Provide community outreach and education to inform the community as to the service delivery process
Case Management	<ul style="list-style-type: none"> • OPERATOR will complete full SPDAT within three (3) days of admission, based on client cooperation. • OPERATOR will develop individual housing plans and action steps for each client within seven (7) business days of client admission and provide on-going monitoring and progress revision as necessary and based on client cooperation. • OPERATOR will coordinate and link to various community services to meet assessed need of client. • OPERATOR will meet with each resident client individually on a weekly basis based on client cooperation to review progress towards established goals and objectives. • OPERATOR will establish client discharge planning. • OPERATOR will utilize Best Practice or Evidence-Based programs and case management services for all clients referred to the Western Shelter.

EXHIBIT A

<p>Meal/Food Service</p>	<ul style="list-style-type: none"> • AGENCY will coordinate food service with the COUNTY’S food service provider, as well as transport food and supplies as needed. The HRC will have a large landing kitchen available for storage and warming. • AGENCY shall be responsible for the kitchen activities to include warming food, distribution of food, ordering and storage of supplies, notifying purveyors of dietary issues, cleaning and other activities. Food service provider’s equipment is to be returned, in its entirety, after each meal. Missing or damaged items are the financial responsibility of the AGENCY. • AGENCY will maintain food supply for Clients who arrive outside of meal times and are in need of a meal. • AGENCY will use the COUNTY’S food service provider as the primary food provider to the HRC. • AGENCY will be responsible for administering all aspects of the food service provider Contract assigned to the COUNTY, unless the COUNTY specifically retains any responsibilities and obligations. The COUNTY will provide the AGENCY with a copy of its food service provider Contract along with a written transmittal identifying any responsibilities and obligations that have been retained by the COUNTY. • AGENCY will meet all dietary and public health department regulatory standards governing the storage and distribution of food items.
<p>Primary Medical Care</p>	<ul style="list-style-type: none"> • OPERATOR will coordinate with the Health Care District at existing clinic locations and through the District’s mobile health unit to ensure a physical assessment of clients is performed to include: <ul style="list-style-type: none"> • HIV screening, counseling and referral as needed • Follow-up medical services. • OPERATOR shall ensure availability of after-hours response to client medical emergencies.
<p>Behavioral Health Care</p>	<ul style="list-style-type: none"> • OPERATOR will coordinate linkage for treatment and follow-up services with Health Care District of Palm Beach County, Southeast Florida Behavioral Health Network and Department of Community Services for clients based on assessments as appropriate.
<p>Interim Housing</p>	<ul style="list-style-type: none"> • OPERATOR will provide resident orientations. • OPERATOR will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. COUNTY logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to policies and procedures regarding the following: <ul style="list-style-type: none"> ▶ Possession of alcohol or illegal drugs; ▶ Fighting and/or aggressive behavior; ▶ Possession of weapons; ▶ Coordination with local social, medical and health services providers and law enforcement partners;

EXHIBIT A

	<ul style="list-style-type: none"> ▶ Voluntary admission and discharge procedures and timelines; ▶ Individual housing plans; ▶ Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, medication storage, and other similar functions; ▶ Reporting Adverse Incidents; ▶ Medication storage & management; ▶ Inappropriate referrals; ▶ Transportation of clients to Facility or other placement; ▶ Rights of clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status; ▶ Assessment and linkage and the documentation and follow-up processes; ▶ Authorized and unauthorized client arrivals and departures from the Facility; ▶ Emergency and non-emergency law enforcement calls; ▶ Participate in neighborhood and community committee meetings as requested by COUNTY. <ul style="list-style-type: none"> • OPERATOR will provide for and implement routine safety protocols, emergency evacuation and disaster response plans.
Security	<ul style="list-style-type: none"> • OPERATOR, through a COUNTY contracted security service provider, will ensure there is 24/7 onsite security. • OPERATOR will coordinate services with a COUNTY contracted security service provider. • OPERATOR will implement significant incident reporting for all specified incidents. • OPERATOR and COUNTY shall work together to modify a security plan. • OPERATOR will maintain compliance with Facility Security Plan.
Outreach and Referral	<ul style="list-style-type: none"> • OPERATOR will coordinate and collaborate with existing outreach providers and referral sources.
Education and Training	<ul style="list-style-type: none"> • OPERATOR will provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program. • OPERATOR will offer Life Skills Training and/or support groups
Job Readiness	<ul style="list-style-type: none"> • OPERATOR will offer appropriate referral and information to clients as referenced in their service plan. • OPERATOR will ensure computers with Internet access are made available and provided for client use for job search and training. • Residents of the facility will be encouraged to participate in offsite/on-site job readiness classes such as how to dress for an interview, how to create a resume, and how to interview. They will be referred to off-site job location and job training services including those offered by other community partners.

EXHIBIT A

Client Property Management	<ul style="list-style-type: none"> • OPERATOR will coordinate with Facility Security in regards to client security screening upon intake. • OPERATOR will develop and implement process for client property intake screening, segregation, cleaning, storage and development of rules/guidelines for what can be retained by the client and what is to be stored. • OPERATOR will provide each client with a statement of OPERATOR'S policy regarding what property is prohibited within the Facility, how property management and belonging inventories will be conducted, and the reasoning behind the policy regarding belonging inventory.
Client Belongings	<ul style="list-style-type: none"> • After providing each client with a statement of OPERATOR'S policy regarding what property is prohibited at the Facility, OPERATOR will inventory belongings to ensure they are free of alcohol, drugs, weapons and other contraband, dangerous and/or hazardous materials. • OPERATOR will provide clear warning signs at the Facility informing clients that belongings will be inventoried, and will allow clients to secure items they do not wish to have inventoried outside of the facility. • OPERATOR will store and/or report prohibited belongings as required by law.
Other	<ul style="list-style-type: none"> • OPERATOR will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • OPERATOR will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep.

III. Staffing

Positions	<ul style="list-style-type: none"> • OPERATOR will maintain 24 hour staffing.
Background Checks	<ul style="list-style-type: none"> • OPERATOR is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and Facility Security Plan with regard to process and results.
Staff Schedule	<ul style="list-style-type: none"> • OPERATOR will maintain staff schedule and Policies and Procedures. The PPM's shall include the Client Handbook; Operations Manual; Life Skill curriculum; New Client Orientation Program; staffing issues (twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; referral list; case management; and HIPAA guidelines, and other policies and procedures.
Recruitment and Training	<ul style="list-style-type: none"> • AGENCY will recruit, select, train, evaluate and supervise all staff and volunteers at the HRC. AGENCY shall document type, value, and number of volunteer hours. Volunteers shall supplement, not replace, paid staff. • AGENCY will train staff to answer calls during non-business hours from the Call Center (evening, overnight), which may include triage, by-name- list procedures, and any other approved practices of the COC. AGENCY shall document the training.
Supervision	<ul style="list-style-type: none"> • AGENCY will provide twenty-four (24) hour on-site supervision of the facilities, with an on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. • AGENCY shall conduct regular staff and shift change meetings to ensure coordination among staff. • AGENCY will create, record, and maintain a call log of all calls received during non-business hours from the Call Center (evening, overnight). • AGENCY will maintain a record of staff trained to answer calls from the Call Center,

EXHIBIT A

First Aid & Certifications	<ul style="list-style-type: none"> • AGENCY shall have first aid equipment and supplies maintained on-site with staff trained in their use. • AGENCY will ensure all employees are/will be certified in CPR, AED, First Aid and other required training.
---------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IV. FACILITIES AND MAINTENANCE

Service	Scope
Damage	<ul style="list-style-type: none"> • OPERATOR will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Facilities, Development and Operations. Or using the Emergency phone number as provided, for items directly affecting the life/safety of the occupants or structure.
Facility Improvements	<ul style="list-style-type: none"> • OPERATOR shall submit Requests for Services to Facilities Development & Operations/Facilities Management Division for any desired improvements to the facility. • OPERATOR shall not be permitted to make any improvements to the facility.
Environmental Cleaning	<ul style="list-style-type: none"> • OPERATOR will maintain a clean and safe environment between routine cleanings and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.
Furnishings, Fixtures and Equipment IFFEI	<ul style="list-style-type: none"> • OPERATOR will be responsible for minor repairs to the furnishings, fixtures, and equipment which will be done by the handyman/resident manager. • OPERATOR will report the need for major repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair. The COUNTY will repair unless failure is caused by acts of the OPERATOR or occupants. In this event, the OPERATOR shall be responsible for paying for the repairs. • Operator will be responsible for ensuring that its clients do not abuse or damage the furnishings, fixtures, and equipment. • OPERATOR will account for donation, including furniture and equipment and other durable goods, which shall become property of the County for use at the temporary emergency shelter • OPERATOR will be responsible for tracking and recording of donated items in accordance with County Policy. An asset list must be kept current at all times.
Management of COUNTY-Owned Assets	<ul style="list-style-type: none"> • OPERATOR will be responsible for the management of all non-fixed COUNTY owned personal property in accordance with COUNTY policy.
Grounds Maintenance	<ul style="list-style-type: none"> • OPERATOR shall keep grounds free of litter and debris.
Plumbing	<ul style="list-style-type: none"> • OPERATOR will ensure that the toilets, sinks, showers and other plumbing fixtures are unclogged and not abused or damaged by clients. • The OPERATOR will be responsible for clogged toilets (including gaskets and internal parts such as flush mechanism; general sink and shower facet leaks; AC filters; etc.). • The OPERATOR shall contact the COUNTY for any failures or major repair requested for plumbing issues that cannot be resolved in-house.

EXHIBIT A

Smoking Areas	<ul style="list-style-type: none"> • OPERATOR will enforce designated smoking areas.
Recreation Area	<ul style="list-style-type: none"> • OPERATOR will maintain outside recreation area, including availability for a playground and basic sport and recreational equipment.
Automobiles	<ul style="list-style-type: none"> • OPERATOR will ensure that no unlicensed vehicles shall be allowed to be parked on the premises.
Hazardous Materials	<ul style="list-style-type: none"> • OPERATOR will be responsible for all upkeep of storage areas. Gasoline, flammable products, propane tanks and yard/garden equipment are to be kept in a separate storage area away from the facilities. • OPERATOR will obtain approval from the COUNTY for the storage of all products which require monitoring or environmental controls such as gasoline, flammable projects, paint, solvents, cleaning chemicals, etc. • OPERATOR shall submit in their request the MSDS for the product, the storage location and type that meets the requirements and shall be responsible for all costs associated with same.
Permits and Licenses	<ul style="list-style-type: none"> • OPERATOR will be responsible for posting all applicable copies of safety and licensing permits and shall maintain such permits on file/posted.
Security	<ul style="list-style-type: none"> • OPERATOR will coordinate duties of security personnel with the COUNTY's security provider's personnel working during each shift pursuant to the Facility Security Plan.
Laundry Services	<ul style="list-style-type: none"> • OPERATOR will establish, implement and monitor use procedures for the communal laundry room.
Computers	<ul style="list-style-type: none"> • OPERATOR will ensure computers (to include CPU, monitor, and printer provided by COUNTY) with access to Client Management Information System (CMIS) for managing client and program information as well as ensuring that related support is secured and policies regarding computer use are adhered to.
Fire Drills	<ul style="list-style-type: none"> • OPERATOR shall conduct or otherwise assist with required fire drills as per COUNTY policy.
Client Phone Access	<ul style="list-style-type: none"> • OPERATOR will provide phone access to participants. • OPERATOR staff will take phone messages for participants and deliver messages.
Records to be available for review as needed by COUNTY	<ul style="list-style-type: none"> • Personnel records of staff involved in the program, including payroll. • Daily activity log schedule and a monthly calendar. • Training modules. • Client Satisfaction surveys. • Pre and post evaluation (where applicable). • Follow-up/statistical data logs. • Client records.
Pest Control	<ul style="list-style-type: none"> • OPERATOR will contract for interior and exterior pest control.
Janitorial Services	<ul style="list-style-type: none"> • OPERATOR will contract for janitorial services of all common areas and restrooms.

EXHIBIT A

Grounds	OPERATOR will contract for grounds maintenance.
Refuse/Recycling Collection	<ul style="list-style-type: none"> • OPERATOR will contract for refuse/recycling collection services. • OPERATOR will ensure that refuse/recycling materials are routinely removed from the individual living units and disposed in the common designated areas. • OPERATOR will ensure that the refuse collection areas are kept organized and free of overflowing trash, littering and/or free-dumping. • OPERATOR will ensure that the trash/recycling dumpsters are in good condition and meet regulatory requirements.

V. Budget/Fiscal Accountability

Budget	<ul style="list-style-type: none"> • OPERATOR will maintain and provide a detailed operating budget to the COUNTY; which includes specific line items and corresponding amounts.
Audit	<ul style="list-style-type: none"> • OPERATOR will use established and generally accepted accounting practices. An audit of each year while under Contract with the COUNTY shall be conducted by an independent Certified Public Accountant at the OPERATOR's expense. All revenue received by the OPERATOR from the COUNTY shall be credited to the fiscal year of receipt, unless otherwise designated
Documentation	<ul style="list-style-type: none"> • OPERATOR will provide reports, records, or other documentation concerning any fiscal matter or program-related services provided to the COUNTY, in such a manner and at such times as may be required by the COUNTY and/or any granters.
Expenses and Reimbursement	<ul style="list-style-type: none"> • OPERATOR will be responsible for all operational expenses including but not limited to cell telephones, printing, postage, shipping and cleaning supplies. • OPERATOR will be entitled to be reimbursed for costs incurred which are included in the approved budget. If the costs incurred are not in the approved budget, the OPERATOR shall be responsible for those costs and will have the obligation to do all the work called for by this Contract.
Financial Statement	<ul style="list-style-type: none"> • OPERATOR will submit statement(s) of financial conditions that shall include detail of assets, liabilities, operating reserve, monthly and year-to-date income expense as requested.
Contribution of Operating Expense	<ul style="list-style-type: none"> • OPERATOR will be supportive of fund raising efforts conducted by the Homeless Coalition of Palm Beach County and will seek to raise funds as needed for the operation or expansion of the facility.

VI. County Responsibilities

Program Oversight and Inspections	<ul style="list-style-type: none"> • COUNTY will monitor compliance with contract requirements. • COUNTY will conduct regular desk and file audits. • COUNTY will make periodic on-site inspections to ensure custodial upkeep of the facilities/property. • COUNTY will participate on/staff Neighborhood and Corridor Committees as needed.
------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT A

<p>Facility Maintenance and Repair</p>	<ul style="list-style-type: none"> • COUNTY will be responsible for the provision, maintenance and cost of electricity, water and sewer services for the Facility. • COUNTY will be responsible for the repair and maintenance of the major components of the facility, including, but not limited to, the roof, foundation, heat pumps, wells, life/safety systems, major electrical and plumbing repairs and pavement, exterior door locks, unless failure is caused by acts of the OPERATOR or occupants. In this event, the OPERATOR shall be responsible for paying for the repairs. OPERATOR is responsible for timely reporting damaged and broken items to the COUNTY for repair. • COUNTY will conduct preventative maintenance for major components such as heating, air-conditioning, water, sewer, air quality and roof to ensure the structures of the facilities in accordance with all applicable building codes.
<p>Routine Maintenance</p>	<ul style="list-style-type: none"> • COUNTY will ensure the proper operation of and coordinate with the OPERATOR on all maintenance and repairs (non-emergency) on the facility. These include but are not limited to, components such as doors, windows, locks, plumbing fixtures, plumbing stoppages, electrical switches, and outlets, lights and light fixtures, thermostats, cosmetic wall repairs, and other operations. • COUNTY will ensure that the buildings have smoke detectors, sprinkler systems and fire extinguishers for each floor that conform to all safety rules and regulations. County will observe fire drills and review fire drill documentation.
<p>Telephones and Computers</p>	<ul style="list-style-type: none"> • COUNTY will provide telephones and computers for OPERATOR's staff use.
<p>Security</p>	<ul style="list-style-type: none"> • COUNTY will contract with a security service provider 24 hours per day, 365 days per year.

DEFINITIONS AND DESCRIPTIONS

Operations include, but not limited to:

- **Engagement Services**, which encompass activities that build relationships with Clients, data entry into CMIS.
- **Case Management**, which encompasses: outreach and engagement, program eligibility determination, intake & , VI-SPDAT and SPDAT, housing & service plan development, case note entry, linkage & referral to community & mainstream resources, case management sessions, referral and linkage to housing placement, job placement assistance, legal assistance, credit repair & budgeting, supplies, financial assistance, monitoring & evaluating program participant performance, data entry into HMIS/CMIS, clinical case management supervision, clinical risk management supervision, attendance to meetings & staffing, vehicle leasing, rapid re-housing placement and follow-up, initial & on-going professional training & certification/licensing fees, computer, cell phone utilization, & mileage.
- **Housing Services**, which encompasses: twenty-four (24) hour supervision of residents, tracking bed utilization, meal coordination, oversight of laundry services & on-site laundry equipment, coordination of hot box and room heaters (bedbugs), logging & securing of participant's belongings, room assignments, coordination of life skills training, coordination of computer utilization by participants & computer supplies, coordination of participant supplies, conducting and evaluating background screenings, coordination of screening for weapons, coordination of day to day operation and on-site services, coordination of neighborhood meetings and issues, marketing HRC, conducting outreach to provide community education, attendance at agency, HRC, and/or homeless service provider meetings, preparation and distribution of reports as required,

EXHIBIT A

coordination of volunteers and clothes closet, coordination of security and transportation, coordination of reception services and twenty-four (24) phone line, coordination of healthcare services.

- **Medical Services**, which encompasses: health screening and evaluation, first aid, maintenance of client records in CMIS/HMIS, referral and linkage to medical services.
- **Transportation Services**, which encompass conducting travel for participants, including purchase of bus passes for clients, laundry, and meals, and fuel, insurance, vehicle leasing, ongoing maintenance, and tracking and recording of mileage.
- **Navigation Services**, including, but not limited to: referral services individuals and/or families with at least one (1) child under the age of eighteen (18) experiencing homelessness to the Lewis Center HRC-1, Mid-County HRC-2, and/or Western Shelters HRC-3, activities that build relationship with Clients, intake, linkage & referral to community & mainstream resources, data entry into HMIS/CMIS, conducting outreach to provide community education, and development and oversight of Policies and Procedures for Navigation Services at the Lewis Center HRC-1, Mid-County HRC-2, and Western Shelters HRC-3.

Administration includes, but not limited to:

- **Administrative Services** is capped at ten percent (10%) and encompasses: participation in neighborhood meetings, conducting or participating in HRC related fund raising events, evaluation of fiscal, grant, HMIS/CMIS, and funding reports as required, grant writing, payment of leases (first and security) and utilities, general fiscal accounting and auditing of expenditures, supervision of staff, cell phone utilization, and mileage

**UNITS OF SERVICES AND BUDGET ALLOCATION
HOMELESS RESOURCE CENTER (HRC) OPERATION**

AGENCY: Gulfstream Goodwill Industries, Inc.

Program 1 - Lewis Center HRC 1

Definition of a Unit of Service for HRC 1	Unit Cost	Total FY 2025	Total FY 2026	Total FY 2027	Total FY 2025
HRC 1 Operations Expenses (including approved admin) will be reimbursed based on actual expenses as evidenced by the agency's general ledger (as described in Exhibit A, Scope of Work)	N/A	\$2,415,256	\$2,415,256	\$2,415,256	\$7,245,768
Total Program 1 amount over a three (3) period		\$2,415,256	\$2,415,256	\$2,415,256	\$7,245,768

Program 2 – Mid County HRC 2

Definition of a Unit of Service for HRC 2	Unit Cost	Total FY 2025	Total FY 2026	Total FY 2027	Total FY 2025
HRC 2 Operations Expenses (including approved admin) will be reimbursed based on actual expenses as evidenced by the agency's general ledger (as described in Exhibit A, Scope of Work)	N/A	\$2,678,548	\$2,678,548	\$2,678,548	\$8,035,644
Total Program 2 amount over a three (3) period		\$2,678,548	\$2,678,548	\$2,678,548	\$8,035,644

Program 3 – Western Shelters HRC 3

Definition of a Unit of Service for HRC 3	Unit Cost	Total FY 2025	Total FY 2026	Total FY 2027	Total FY 2025
HRC 3 Operations Expenses (including approved admin) will be reimbursed based on actual expenses as evidenced by the agency's general ledger (as described in Exhibit A, Scope of Work)	N/A	\$1,885,486	\$1,885,486	\$1,885,486	\$5,011,741
Total Program 3 amount over a three (3) period		\$1,885,486	\$1,885,486	\$1,885,486	\$5,656,458
Total Contract over a 3 year period		\$6,764,384	\$6,764,384	\$6,764,384	\$20,937,870

Eligible unit cost reimbursement requests shall align closely to the actual cost of services incurred by AGENCY directly in connection with AGENCY'S performance of its duties and scope of work pursuant to this Contract. AGENCY will sustain the program for the full Contract period regardless of the rate of expenditure of above funds. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be reviewed during desk audits and on-site monitoring. AGENCY shall request reimbursement for justifiable expenses only if the expenses exceed all reimbursed revenues provided to AGENCY pursuant to this Contract.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option, if exercised by the AGENCY, will be taken from the administrative funding within the AGENCY's approved budget. Certification is a requirement of contracting with the COUNTY as referenced in **EXHIBIT J – Programmatic Requirements** of this Agreement

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.

EXHIBIT G

OPERATING UNDERSTANDING AND PROVISIONS

The following represents the pre-purchase understanding of the parties with regard to the development and operation of the Homeless Resource Center (HRC). The Homeless Resource Center (hereinafter HRC) shall be operated in accordance with the provisions set forth herein. Any amendment or modification to the provisions of this Exhibit shall require approval by both the City of West Palm Beach (City) and Palm Beach County (County) as set forth herein. Nothing herein shall be construed to prohibit an alternative/permissible use of the site in place of or in conjunction with the HRC, subject to compliance with the Zoning and Land Development Regulations Code for the City of West Palm Beach, Florida.

1. The HRC shall be subject to all existing City ordinances, as may be modified from time to time, to the fullest extent applicable. The terms and stipulations herein shall not be construed to extend any exemption or preferential treatment to the HRC, or to minimize the effect of any applicable code requirement.
2. The City Attorney's Office, in cooperation with the Police Department (WPBPD), Neighborhood Services Division, Planning Department, and City Administration, amongst any other applicable and appropriate City department and/or division, shall evaluate the area surrounding the HRC to determine if there are any ordinances that need to be considered for modification or any new ordinances that can be adopted to lessen the cumulative impact of the social services, health and medical providers on adjacent residential and business property owners. This evaluation shall occur on not less than a quarterly basis per annum for the first two (2) years of HRC operations, and shall be conducted on an as-needed basis thereafter as determined by the City. This evaluation shall include, but not be limited to, reconnaissance of the 45th Street corridor extending from I-95 to the west and Flagler Drive to the east; reconnaissance of the residential neighborhoods and institutional facilities adjacent thereto; consideration of relevant public correspondence received and testimony presented during each monitoring period and since initial commencement of the evaluation procedure required herein; as well as consideration of any relevant information that is contained within any oral and/or written report related to the HRC, as required herein. Any new ordinances or modifications to existing ordinances shall be enacted only with sufficient findings of fact that satisfy standard legal requirements and that would reasonably be believed to survive any legal challenge, as determined by the City Attorney.
3. No expansion of the existing buildings, or construction of a new building(s) intended for human occupancy and associated with the use of the property as an HRC only, shall be permitted without the prior authorization of the City Commission sitting in their proprietary capacity. This shall not be construed to prohibit repairs, maintenance, renovation, and/or replacement to equivalent intensities and physical conditions in the event of a casualty loss.
4. The HRC shall be limited to a maximum of six intake beds and sixty (60) interim housing beds at any given time.

EXHIBIT G

5. In addition to the clients which are assigned to interim housing, the engagement center shall be limited to a maximum of thirty (30) clients at any given time who are actively engaged in services of the HRC. Palm Beach County shall develop policies and procedures for the admission of clients from referral sources. These policies and procedures shall serve as a standard operating protocol that responds to, and effectively communicates, facility operational capacity availability in advance of client delivery to the HRC.
6. The goal of the HRC shall be to place clients in permanent housing facilities not more than sixty (60) days following admission. The maximum permissible duration of stay by a client of the HRC shall be ninety (90) consecutive days. Palm Beach County shall develop a standard operating protocol for placement of clients that remain without a permanent housing accommodation upon a stay of ninety (90) consecutive days.
7. The HRC shall remain open and operational twenty-four (24) hours per day, seven days per week, including holidays except in circumstances reasonably beyond the control of the County such as emergencies, acts of god, war or terrorism.
8. Client admissions shall be by referral only. Admission of walk-ups (ie. Clients arriving without referral) shall be prohibited, unless and/or until otherwise agreed to by the City and County Commissions via written amendment. Clients arriving without referral during any prohibition period shall be directed to a designated interior space within the HRC and evaluated for placement outside of the HRC or otherwise returned to a place of origin. Upon completion of the first (1st) year of the HRC operations, and as part of the status report required herein, City and County will review performance and consult the HRC Committee for purposes of evaluating the prohibition on walk-ups and consideration of the written amendment referenced above. Any change to this policy requires a super majority vote of the City Commission.
9. Admission of any individual that is registered as a sexual predator, sexually violent predator or sexual offender shall be prohibited. Client screenings conducted during the initial client intake and evaluation or referral process shall include appropriate measures and methods to identify such individual registration status. Registered individuals shall be referred to a temporary shelter or other alternative accommodation that is specifically designated for use by sexual predators and sexual offenders. An inventory of nearby places where children regularly congregate, such as schools, designated public school bus stops, child care facilities, playgrounds and parks shall be retained by HRC staff and utilized to appropriately refer registered individuals from the HRC. PBSO will be called to respond to the HRC to handle any individual whose intake and evaluation process reveals an offense that requires registration, but is not registered.
10. Client admissions shall be coordinated with local social, medical and health service providers such as, but not limited to St. Mary's Medical Center, Columbia Hospital, Healy Center, Oakwood Center, Hanley Center, etc., to the extent practical and feasible, in order to capture opportunities for placement upon

EXHIBIT G

homeless client discharge from such facilities. This provision shall not be misconstrued to establish any prioritization or preferential treatment for client admissions, or to create conflict with any adopted protocols for the HRC or of any other relevant facility.

11. Palm Beach County shall develop and enforce a standard operating protocol to address both authorized and unauthorized client arrivals and departures from the HRC. This protocol shall be provided to the City of West Palm Beach for review and input prior to implementation. The City shall have sixty (60) days to provide input to Palm Beach County prior to implementation of the protocol. Sample protocols include, but are not necessarily limited to, a mandatory client admission contact; an admission prohibition period following unauthorized departure; mandate for advance notice of tardy returns following an authorized departure; permissible circumstances and scenarios for routine departures; etc.
12. Security personnel shall be in attendance and on duty twenty-four (24) hours per day, seven days per week. No exceptions shall be permitted for holidays or weekends. Security duties shall include, but not be limited to, surveillance of the grounds and interior spaces; vehicular and pedestrian access and departure management; and assignments in support of routine daily operations. Requests for assistance from the security personnel or center personnel for emergency response will be submitted through 9-1-1 dispatch or equivalent emergency communication system. Requests from the security personnel or center personnel for law enforcement response to non-emergency events shall be directed to the Palm Beach County Sheriff's Office (PBSO).
13. Reasonable security measures including, but not limited to client screenings upon entry to the HRC; client curfew imposition and enforcement; no tolerance response to illegal behavior, use of alcohol, and possession/use of illegal substances or personal property; designated client areas; intrusion prevention devices; door monitoring equipment; sufficient exterior lighting; and the like shall be employed on an ongoing basis to maintain satisfactory security throughout the course of routine daily operations. Palm Beach County shall prepare a Comprehensive Security Plan and provide same to the City of West Palm Beach for review and input prior to the issuance of a Certificate of Occupancy (CO). This plan shall include, but not be limited to (1) measures for securing the buildings and grounds, patrol of the buildings and grounds, and screening of client history; (2) guidelines for security personnel and center staff to use in determining whether an emergency or non-emergency law enforcement response is appropriate; and (3) procedures for City Police to refer mis-directed 911 calls to PBSO for response.
14. The HRC shall include a Health Clinic or similar service component, which shall remain open, and/or have access to services twenty-four (24) hours per day, seven days per week, including holidays, to provide first aid, evaluation and limited medical services to the HRC clientele.
15. Partnership(s) with a public medical service provider(s) such as, but not limited to, the Palm Beach County Health Department, shall be pursued to deliver primary care and basic medical services to the HRC clientele after the normal business hours of the public health centers.

EXHIBIT G

16. The existing driveway, curb cut and gate at Windsor Avenue shall be removed; the corresponding areas restored to City standards prior to issuance of a Certificate of Occupancy (CO) for the HRC; a continuous fence of equivalent material and height as the existing fence installed along the frontage of Windsor Avenue prior to the issuance of a Certification of Occupancy (CO); and no new driveway connection permitted to Windsor Avenue thereafter.
17. Except for deliveries and use of designated outdoor client areas and recreation facilities, all recurring daily operations, programs and activities shall be conducted indoors.
18. Provision of services shall be limited to clients of the HRC only. At no time shall the HRC be utilized for food distribution or to deliver similar or related services to the general homeless population at large. Such services include primary healthcare services, or provisional accommodation for intermittent overnight stays.
19. At no time shall the HRC be utilized in whole or in part, direct or indirectly, as a day labor employment service establishment or otherwise engage in job placement activities that are intended to provide temporary day or manual labor services. This shall not be construed to prohibit any activity or service that is related to the ongoing permanent employment of a HRC client.
20. Palm Beach County shall develop a policy for the transportation of HRC clients to places of employment and services located beyond a reasonable and/or customary walking distance from the HRC. This policy shall not preclude HRC clients from accessing mass transit facilities and vehicles, local employment opportunities and/or engaging in other sanctioned activities that do not require motorized transportation services. To maintain motorized transportation services, Palm Beach County shall retain the existing public bus stops located in the immediate vicinity of the HRC or otherwise provide for equivalent public bus stops or service for the duration of the HRC operations.
21. New and/or replacement freestanding identification signage fronting on 45th Street shall be limited as follows:
 - a. Maximum sign height, measured from finished grade to highest point: five (5) feet;
 - b. Maximum sign face area per side: forty (40) square feet;
 - c. Maximum number of signs: one (1);
 - d. Style: monument only; and,
 - e. Sign content shall be limited to address, proper names and/or titles, and/or an official government seal(s) only. This content limitation shall also apply to any reuse of the existing sign.
22. Freestanding identification signage fronting on Windsor Avenue shall be prohibited.

EXHIBIT G

23. References to "homeless", "transitional", "transient", "shelter", or other similar terminology that is intended to characterize or otherwise identify the HRC clientele and/or use shall be prohibited on all exterior signage.
24. Palm Beach County shall establish and enforce a "no loitering" policy to prohibit the HRC clients and interim housing residents from loitering on the premises. Additionally, signage intended to discourage and prohibit loitering shall be strategically posted throughout the site. Activity that violates the intent of such policy and signage shall be handled first by the on-site security personnel with response from law enforcement personnel as necessary.
25. The County shall develop the plans for renovation of the facility after considering the requests and concerns of representatives of the public. A panel comprised of interested participants from the adjacent residential communities and non-residential facilities shall be assembled by the City and utilized for this purpose. As part of the permit submittal (to the City of West Palm Beach) the County shall provide a narrative identifying the types and dates of communication with the public, the items which were included or modified as a result of such input and any items that remain unresolved. The City, in its proprietary capacity, shall review such narrative only to determine if the County complied with the terms of this agreement. To the extent that the design is consistent with the terms of this agreement, but unresolved issues with the public remain, the City agrees that it will not use building code review process as the vehicle to cause or force the County to modify its design to address the issues of the public. The City's recourse is that described in this Agreement.
26. A representative of Palm Beach County or appropriate designee(s) shall be appointed to participate on any committee that is established by the City to address issues, concerns, and/or other collective interests affecting or otherwise applicable to the segment of 45th Street extending in whole or in part from I-95 to the west and Flagler Drive to the east.
27. A neighborhood committee shall be formed to monitor HRC operations and adherence to the provisions herein. The parties acknowledge that monitoring will necessarily include site visitations and review of operations. In addition to a Chairperson, the City of West Palm Beach and Palm Beach County shall each appoint six (6) representatives to this committee, for a total committee membership consisting of thirteen (13) representatives. The Chairperson of this committee shall be a member of, and appointed by the Chairperson of, the Palm Beach County Homeless Advisory Board. The committee shall meet as necessary and provide input for incorporation into status reports as required herein.
28. A representative of Palm Beach County or appropriate designee(s) shall voluntarily accept any periodic request(s) for participation at neighborhood meetings or other organized community meetings involving West Palm Beach citizens, business representatives, or other special interests with reasonable cause for interest in the HRC.
29. A representative of Palm Beach County or appropriate designee(s) shall coordinate with PBSO to develop policies and law enforcement training materials

EXHIBIT G

to be presented to the Palm Beach County Law Enforcement Planning Council for the purpose of adopting standard operating protocol for law enforcement personnel's interaction with the homeless population and endorsing a countywide policy that is intended to minimize or prevent the unwarranted referral of homeless individuals to the HRC. The standard protocol will also include training on the identification of nuisance or criminal behavior which could occur on properties leading to and surrounding the HRC which may be specifically related to the issue of homelessness and/or the operation of the HRC. Through a countywide effort to be coordinated by Palm Beach County, law enforcement agencies and personnel will be instructed on how to report any such identified behavior through West Palm Beach Police and/or Palm Beach County Sheriff's Office personnel. Palm Beach County will proceed in good faith to conclude this effort through execution of a Memorandum of Understanding with each law enforcement agency.

30. Palm Beach County shall retain responsibility for oversight, management and control of daily HRC operations at all times. This shall not be construed to prohibit the utilization of contracted professionals, providers and/or operators to administer programs and deliver services to the clientele of the HRC.
31. For purposes of this exhibit, the Director of Palm Beach County Facilities Development & Operations Department (FD&O) or designee shall serve as the primary point of contact for any questions, concerns and/or complaints related to the operation, maintenance and/or ancillary impacts of the HRC.
32. At no time and under no circumstance shall Palm Beach County advertise or otherwise promote the HRC to any homeless population located outside of Palm Beach County.
33. The West Palm Beach HRC is the first HRC to be developed as part of an eventual system of HRCs located throughout Palm Beach County. Upon complete implementation of the "10 Year Plan to End Homelessness in Palm Beach County" and operation of the multiple HRC facilities envisioned therein, homeless individuals shall be directed or referred to the HRC located nearest to their point of collection to the greatest extent possible and practical given prevailing facility operational capacities and vacancies, individual situations and circumstances, and/or other reasonable considerations that directly influence a logical placement of homeless clientele.
34. Palm Beach County shall provide the City Commission with a status report of HRC operations, accomplishments, countywide HRC facility planning efforts, and other information regarding the HRC that is available to Palm Beach County. Such reports shall be provided upon completion of the first six (6) months of the HRC operations, upon completion of the first (1st) year of the HRC operations, and upon completion of the second (2nd) year of the HRC. Thereafter, Palm Beach County shall respond to City Commission requests for a status report on an as-needed basis.

**HOUSING RESOURCE CENTER (HRC)
LEWIS CENTER HRC-1, MID-COUNTY HRC-2, AND WESTERN SHELTERS HRC-3
PROGRAMS MANAGEMENT AND OUTCOMES**

AGENCY: Gulfstream Goodwill, Inc.

Service	Scope: To evaluate the delivery of services to the residents and to monitor the contract, the following information and/or statistics shall be maintained by the AGENCY and submitted to COUNTY, unless otherwise designated as follows in the monthly HRC report:	Notes: Please use these details provided to run reports from CMIS where applicable that will provide the requested information to be reported.
Daily	At designated time established by the COUNTY, AGENCY will submit daily census of interim housing, triage beds and adult interim housing beds to the COUNTY.	Daily email of # of vacant units and # of occupied units without client information
Monthly Report to COUNTY	<ul style="list-style-type: none"> A. Demographic overview of the clients on the By-Name list. B. Occupancy/Utilization rate (daily, weekly, monthly) unduplicated; C. Average Length of stay per person with a goal to work towards HUD's system outcome of 30 days or less; D. Clients exited from the program, exit destination, and the exit reason and the reason for discharging if not planned; E. Number of clients referred to Permanent Housing (including Housing Choice Vouchers), and/or Permanent Supportive Housing (including VASH), and/or Rapid Re-housing (including VA RRH) F. CMIS follow-up six (6) months after discharge to ensure the client has not returned to homeless system; G. Significant Event Incident Reporting to be completed within three (3) working days. Priority Incidents will be reported within two (2) hours; Priority Incidents include: <ul style="list-style-type: none"> a. Client Death b. Sexual Battery c. Suicide Attempt d. Negative Media Attention/Media coverage e. Other event that includes something other than natural causes or out of the ordinary events, such as tornado, kidnapping, riot, hostage situation, which jeopardizes health, safety, and welfare of 	<p>Corresponding Reports from CMIS:</p> <ul style="list-style-type: none"> a. By-Name list report that includes client ID, enroll date, race, gender, DOB, and age b. Clients in Program Report (add a summary of daily, weekly, and monthly utilization) c. Data explorer report- average is from date of enrollment to exit date d. Data explorer report - Exit Date, Exit Destination and exit reason e. Client referrals to providers Resource and Referral Portal report f. System Performance Measurement Returns to homelessness Report (exits to PH) g. Narrative report h. Narrative Report

EXHIBIT H

	clients H. Status of facility operations on Need to complete this section	
	AGENCY-prepared monthly report	
Quarterly Report to COUNTY	<p>Program effectiveness (i.e., Client goals achieved, discharge placement, employment status). Program goals include:</p> <ul style="list-style-type: none"> A. Seventy-five percent (75%) of shelter residents who exit to Permanent Housing, Rapid Re-Housing, Permanent Supportive Housing, or access Creative Housing Opportunities will not return to the homeless system within 6 months B. Fifty percent (50%) of residents will exit to a permanent housing destination C. Ninety (90%) of residents will exit emergency shelter within 90 days of entrance D. Fifty percent (50%) of residents will exit emergency shelter within 65 days of shelter entrance E. One hundred percent (100%) of shelter residents will receive a healthcare screening <ul style="list-style-type: none"> • All relevant data to complete quarterly reports, as required by the COUNTY contract. 	<p>Corresponding Reports from CMIS</p> <ul style="list-style-type: none"> a. System Performance Measurement Returns to homelessness Report (exits to PH) b. Data Explorer- exit destinations (numerator= all clients exited to PH destination/denominator=all clients exited) c. Client in Program Report- enrollment length (numerator= all clients exited within 90 days/denominator=all clients exited) d. Client in Program Report- enrollment length (numerator= all clients exited within 70 days/denominator=all clients exited) e. Services Report – healthcare screening compared to all clients enrolled in Shelter
Annually	<ul style="list-style-type: none"> • Federal and State reporting, as required by funding source. • Submit a report of HRC operations and accomplishments upon completion of each year of operation with content to be specified by COUNTY. 	<ul style="list-style-type: none"> • Final report with all above reports for full fiscal year

AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide or adhere to the following information or activity in a timely fashion and in the format required will constitute a material breach of this Contract and may result in termination of this Contract.

In addition to its other obligations hereunder, the AGENCY agrees to comply with the following:

1. AGENCY shall maintain separate financial records for 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, by administrative and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services Department will be requested as desk and/or on-site monitoring on a periodic basis. 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. 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 to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed
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 chartered or 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.
4. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. This will be calculated based on payment schedule as determined by the COUNTY.
5. AGENCY must allow the DEPARTMENT to monitor AGENCY to assure that goals and conduct as outlined in the Scope of Work, **EXHIBIT A**, are adhered to. Non-compliance may impact future contract awards and/or funding level.

6. AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
7. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this contract or as required by law.
8. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs.
9. AGENCY must maintain books, records, documents, and other evidence, which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
10. AGENCY must not expend funds received pursuant to this Contract with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.
11. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, **EXHIBIT A** and Units of Service Rate and Definition, **EXHIBIT B** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the County. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the 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.
12. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, **EXHIBIT G-PROGRAM OUTCOMES**, **EXHIBIT J AGENCY'S PROGRAMMATIC REQUIREMENTS** and current DEPARTMENT monitoring tool.
13. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Contract within 30 days outlining how and when findings will be resolved.
14. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Outcomes Desk Guide, 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 Outcomes DeskGuide section, located at: https://discover.pbcgov.org/communityservices/financiallyassisted/PDF/DeskGuide_2023.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 and EXHIBIT G**.

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 CSD/FAA annual report. The Data Verification Form is located on the FAA webpage.

15. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.
16. 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.
17. Required Data Systems for AGENCIES receiving County funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT
18. AGENCY should maintain in their file proof that the client served came through the Coordinated Entry System.
19. AGENCY maintains as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA) To qualify as a member in good standing of the Homeless

and Housing agency must meet the HHA attendance requirements – 60% attendance at the general HHA meetings and 70% attendance at the sub-committee meetings as defined in the HHA Bylaws, Article 3, Section 2 found at www.hhapbc.org.

20. AGENCIES that are not current members of HHA join the HHA and attend the new members' orientation with the first 3 months of contract and maintain a certificate of their completed training.
21. AGENCY must enter all programmatic data into the Homeless Management Information System (HMIS).
22. AGENCY must submit HMIS data report on a quarterly basis.
23. AGENCY must comply with the following HHA Continuum of Care standards:
 - A. Client must be a resident of Palm Beach County, as demonstrated through identification, paystubs, leases, or other documents that are in the clients' name listing a Palm Beach County residence. CMIS can be used verify that a person has been homeless in Palm Beach County six (6) or more months.
 - B. AGENCY Specific programmatic eligibility requirements
 - C. AGENCY shall maintain in its files proof that the client served was referred through the Coordinated Entry System.
 - D. AGENCY shall remain a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA attendance requirements: sixty percent (60%) attendance at the general HHA meetings and seventy percent (70%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2 found at www.hhapbc.org.
 - E. If AGENCY is not a current member of the HHA, AGENCY shall join the HHA and attend the new member's orientation within the first three (3) months of this Contract and maintain a certificate of its completed training.
 - F. AGENCY programs shall comply with HHA Program Standards.
 - G. Eligibility shall be in accordance to the U.S Department of Housing and Urban Development (HUD) Guidelines for individuals or families who are experiencing homelessness or are at risk of homelessness.
 - H. AGENCY shall participate in the Homeless Inventory Chart (HIC) process on an annual basis and comply with requests for information from DEPARTMENT CMIS staff.
 - I. AGENCY shall participate in the Point In Time (PIT) Count, which includes AGENCY staff volunteers conduct outreach or join fixed location teams during the appointed day of the PIT Count.
 - J. AGENCY shall determine client eligibility based on the AGENCY'S applicable policies and procedures, and shall be in alignment with **EXHIBIT A**.
24. Disclosure of Incidents:

EXHIBIT J

- A. AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Incident Notification Form (**EXHIBIT D**) within twenty four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any client served through the program funded in whole or part through COUNTY funds. All of the incidents require that immediate action is taken to protect 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. All of the incidents require that immediate action is taken to protect 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.
- B. For Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any Clients within 2-4 hours of the occurrence of the incidents and follow up with the Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the Clients. All of the incidents require that immediate action is taken to protect 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.
- C. AGENCY that provide services or will be around children, the elderly and other vulnerable adult populations, will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.
- D. AGENCY shall have an approved Succession Plan indicating how they plan to communicate to COUNTY if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
- E. AGENCY shall notify COUNTY through the Incident Notification Form (**EXHIBIT D**) within fourteen (14) business days of the following:
1. Resignation/Termination of CEO, President and/or CFO.
 2. Resignation/Termination of Key COUNTY funded staff.
 3. COUNTY Funded Staff vacancy position over 90 days.
 4. Loss of funding from another Funder that could impact service delivery.
 5. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 6. Other incidents that may occur unexpectedly and is not covered above.

- F. 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:
1. Racial Equity Training;
 2. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational
 3. Interviewing training;
 4. Cultural Competency training; and
 5. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

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

- G. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- H. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by Community Services Department Program and Fiscal Staff.
- I. AGENCY shall submit annually on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
- J. Agency Engagement

Community Services Department (CSD) and Palm Beach County (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 CSD: 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 CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency's website

EXHIBIT J

<http://discover.pbcgov.org/communityservices/Pages/default.aspx>

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

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

Specific Activities – Recommended:

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD 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.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a funder.
- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

25. Attached **EXHIBIT A**, **EXHIBIT B**, **EXHIBIT H**, and **EXHIBIT J** are incorporated into this Contract, and may be amended during the term of this Contract. AGENCY agrees to comply with the logic model as amended.

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. 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.

28. Agencies that are serving eligible clients/households must:

- a. If applicable, check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
- b. If applicable, process all client rental assistance (first, last, security, and/or monthly), and utility assistance payments through CSD's OSCARSS system;
- c. Enroll client(s)/household(s) into CMIS and document all service(s) provided;
- d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services may include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
- e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
- f. Participate in CSD events that 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 Gulfstream Goodwill Industries 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.**

Carol Richmond Digitally signed by Carol Richmond
Date: 2024.07.01 15:04:24 -04'00'

(signature of officer or representative)

Carol Richmond

(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, 1st day of July, 2024, by Carol Richmond

Personally known OR produced identification .

Type of identification produced _____

Christopher Hamilton-Ginton
NOTARY PUBLIC

My Commission Expires:
State of Florida at large



Christopher B. Hamilton-Ginton
Comm. #HH032961
Expires: Aug. 17, 2024
Bonded Thru Aaron Notary

(Notary Seal)