



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	288,865				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>288,865</b>				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes  No

Budget Account No.:

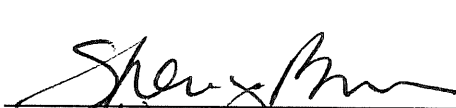
Fund 0001 Dept 740 Unit Var. Object Var. Program Code \_\_\_\_\_ Program Period \_\_\_\_\_

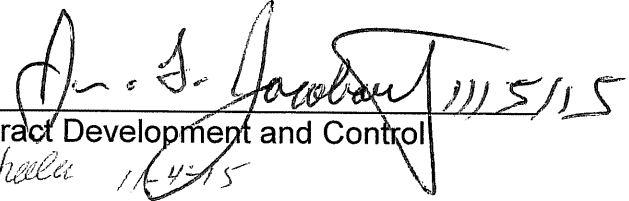
**B. Recommended Sources of Funds/Summary of Fiscal Impact:  
Funding Source is Palm Beach County**

C. Departmental Fiscal Review:   
Taruna Malhotra, Director, Financial & Support Svcs.

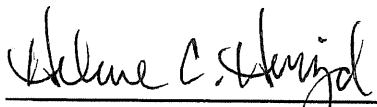
**III. REVIEW COMMENTS**

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

  
OFMB 710  
10/29 OK  
10-29/15

  
Contract Development and Control  
Buchala 11-4-15

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

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

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

**AMENDMENT TO FINANCIALLY ASSISTED AGENCIES  
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

**THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT (R2011- 1771)** made and entered into in Palm Beach County Florida, on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY" and **Sickle Cell Foundation of Palm Beach County, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is **1600 North Australian Avenue, West Palm Beach, Florida 33407.**

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **November 15, 2011**, which provided for the agency/program which provides services to the brief program description; and

**WHEREAS**, the parties desire to extend the contract to September 30, 2015 and in the amount of **SIXTY-FOUR THOUSAND FOUR HUNDRED AND SEVENTY-THREE DOLLARS (\$64,473);** and

**WHEREAS**, the parties desire to extend the contract to September 30, 2016 and in the amount of **SIXTY FIVE THOUSAND, SEVEN HUNDRED AND SIXTY TWO DOLLARS (\$65,762).**

**WHEREAS**, the parties agree that certain other amendments to the contract are necessary and appropriate.

**NOW THEREFORE**, the above named parties hereby mutually agree that the contract is hereby amended as follows:

1. So much of Article 2 - Schedule that says September 30, 2015 shall be amended to read September 30, 2016.
2. So much of Article 3 - Payments that **TWO HUNDRED FIFTY SEVEN THOUSAND, EIGHT HUNDRED AND NINETY TWO DOLLARS (\$257,892)** shall be amended to read **THREE HUNDRED TWENTY THREE THOUSAND, SIX HUNDRED AND FIFTY FOUR DOLLARS (\$323,654).**

3. Exhibit B-4 for FY 2016 is attached hereto and made a part hereof showing new units service rate and definition and such exhibit supersedes and replaces Exhibit B-3.
4. Exhibit C-4 for FY 2016 is attached hereto and made a part hereof showing the Final Reconciliation Statement and such exhibit supersedes and replaces Exhibit C-3.
5. So much of ARTICLE 6, paragraph 7 – AMENDMENTS TO FUNDING LEVELS shall be amended to read:  
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.
6. So much of ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS shall be amended to read:  
The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:
  - A. The AGENCY must maintain separate financial records for Financially Assisted Agencies (FAA) 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 administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
  - B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.
  - C. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
  - D. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
  - E. To 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-4 are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. 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.

- F. Outcomes are to be entered for each program as clients are served into the designated reporting system. Reports must be entered in the designated reporting system on a quarterly basis so that staff is able to determine performance of services being provided. Ensure data submitted clearly documents all client admissions and discharges which occurred under this Contract and ensure data entered clearly documents all program participants, programs and strategies which occurred under this Contract, if applicable. Ensure all data entered in the designated website reporting system is consistent with the data maintained in the AGENCY'S client files. Data that is entered incorrectly must be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted. For Behavioral Health contracts, the Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements. Final client data entry must be completed by September 30 of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or adverse consideration of future funding.
- G. Agencies receiving County funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.
- H. Submit a demographic report based on the clients served by the COUNTY funding. This report will be due yearly no later than September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by the County until such information is submitted. All data must be submitted via the Department of Community Services designated reporting system.
- I. All behavioral health Agencies providing care coordination services must provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the county. If new behavioral health service agencies are needed the care coordination shall get approval from the Community Services Department Director. The Concordia Portal and any other data reporting system designated

by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements.

- J. 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.
- K. AGENCY must have clearly written eligibility criteria and process that includes the following:
  - a. Client must be a resident of Palm Beach County.
  - b. Eligibility for Economic Stability and Poverty Program must be income based according to the Federal Poverty Levels.
  - c. Eligibility for Homelessness must be according to the Federal HUD Guidelines.
- L. Disclosure of Incidents:

AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- M. For FAA Clients who are children or adolescent, the AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- N. AGENCY must inform Funder of incidents regarding overall negative funding.
- O. AGENCY must inform Funder of incidents of emergency, disaster and recovery situations that can impact the service delivery to the Clients.
- P. AGENCY must have an approved Succession Plan indicating how they plan to communicate to Funders if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
- Q. AGENCY must notify Funder of vacant positions of Key Personnel to the contract.
- R. AGENCY must provide Key Personnel appropriate training according to their staff qualifications.
- S. AGENCY must provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

- T. AGENCY must 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.
- U. To submit at least twice annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

Copies of the required COUNTY forms have been supplied to the as attachments to this contract.

**7. ARTICLE 14 – AGENCY CERTIFICATION/NONPROFITS FIRST shall be replaced with the following:**

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). All new FAA funded agencies will complete certification within eighteen (18) months of their initial County contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15, 2016. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their contract period.

**OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this FOURTH Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials thereupon duly authorized.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida**

**BOARD OF COUNTY COMMISSIONERS**

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

BY: \_\_\_\_\_  
~~Shelley Vana~~, Mayor

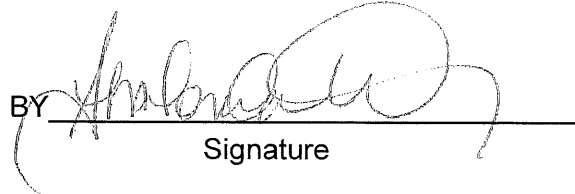
**WITNESS:**

  
\_\_\_\_\_  
Signature

**AGENCY:**

Sickle Cell Foundation of Palm Beach, Inc  
Agency's Name Typed

LaCarlos Hall  
Name Typed

BY:   
\_\_\_\_\_  
Signature


59-1975315  
Agency's Federal ID Number

Shalonda Warren  
Agency's Signatory Name Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS  
Department of Community Services**

\_\_\_\_\_  
Assistant County Attorney

By:   
\_\_\_\_\_  
Channell Wilkins, Director



**UNITS OF SERVICE RATE AND DEFINITION 2016  
FINANCIAL ASSISTANCE CONTRACT**

**Agency:** Sickle Cell Foundation of Palm Beach County, Inc.

Service Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
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**Service:** Sickle Cell Outreach

<p>A unit of service is defined as one hour of staff time in direct client services or in related indirect work and can include presentations, one-on-one contacts, screenings, counseling sessions, referrals, meetings or contacts with a client.</p>	<p>\$65.48</p>	<p>\$65,762</p>
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Group supervision or any group services will be billed as a single unit per hour, not per employee or client participating.

<b><u>TOTAL CONTRACT</u></b>	<b><u>\$65,762</u></b>
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The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee out of this FY 2016 contract. This option if exercised by the agency will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 14 of the original contract.

**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 \_\_\_\_\_, 201\_, 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

**Summary of Certificates**

**This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.**

Wednesday, October 21, 2015

[Images](#)

[Contracts](#)

Insured: Sickle Cell Foundation of Palm Beach County, Inc.

Insured ID: 043FAA01FY15

Status: **Compliant**

ITS Account Number: **PLC1308**

Project(s): **Palm Beach County - Community Services**

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 3/17/2016			
General Aggregate:	\$500,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<b><u>Automobile Liability</u></b>			
Expiration: 3/17/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<b><u>Workers Compensation/Employers Liability</u></b>			
Expiration: 12/31/2014			
<b><u>Professional Liability</u></b>			
Expiration: 3/17/2016			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$3,000,000	

**Notifications**

The following deficiency letters were issued:

- Follow-up - 4/17/2015
- Noncompliance level 1 letter - 5/20/2015
- Noncompliance level 2 letter - 6/16/2015
- Noncompliance level 3 letter - 6/30/2015
- Noncompliance level 4 letter - 9/3/2015.

Do you have an updated Certificate? Click the button below to submit a Certificate.

<https://its.insurancetrackingservices.com/clientreports/ProblemsSpecificRpt.asp?Vendor=...> 10/21/2015

## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Coalition for Independent Living Options, 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 **65-0174695.**

Whereas the AGENCY has proposed providing certain services under the Service Area of Special Needs.

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

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Service Units in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. 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 receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

The parties may, by mutual agreement, extend this contract for up to one (1) additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service Units" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 31<sup>st</sup> of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

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

### **ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on October 1, 2015 and complete services on September 30, 2016.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.

**ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of **TWO HUNDRED TWENTY THREE THOUSAND, ONE HUNDRED AND THREE DOLLARS (\$223,103)**. 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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, 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.

**ARTICLE 4 - 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 5 - 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 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 consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

**ARTICLE 6 – 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 7 - INSURANCE

The AGENCY agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by AGENCY under this contract. In addition, AGENCY agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract.

- A. **Commercial General Liability** The AGENCY agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.
- B. **Business Automobile Liability** The AGENCY agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event AGENCY does not own automobiles, AGENCY agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** AGENCY shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$500,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, the County reserves the right, but not the obligation, to review and request a copy of AGENCY 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 Supplemental Extended Reporting Period (SERP) during the life of this contract, AGENCY shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve AGENCY of the obligation to provide replacement coverage.
- E. **Additional Insured** The AGENCY agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

- F. **Waiver of Subrogation** AGENCY agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit AGENCY to enter into an pre-loss agreement to waive subrogation without an endorsement, then AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Right to Review** COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.
- H. **Umbrella or Excess Liability** AGENCY may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. AGENCY agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- I. **Certificate of Insurance** AGENCY agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, AGENCY agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

**Palm Beach County  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

#### **ARTICLE 8 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.



**ARTICLE 9 - 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 10 – 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 further represents that it has, or will secure at its own expenses, 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.

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 11 - NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry,

marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 12 - 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 Palm Beach County. 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 13 - AGENCY 'S PROGRAMMATIC REQUIREMENTS**

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

- A. The AGENCY must maintain separate financial records for Financially Assisted Agencies (FAA) 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 administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.

- C. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- D. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To 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. Outcomes will be reviewed on a quarterly basis. 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.
- F. Outcomes are to be entered for each program as clients are served into the designated reporting system. Reports must be entered in the designated reporting system on a quarterly basis so that staff is able to determine performance of services being provided. Ensure data submitted clearly documents all client admissions and discharges which occurred under this Contract and ensure data entered clearly documents all program participants, programs and strategies which occurred under this Contract, if applicable. Ensure all data entered in the designated website reporting system is consistent with the data maintained in the AGENCY'S client files. Data that is entered incorrectly must be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted. For Behavioral Health contracts, the Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements. Final client data entry must be completed by September 30 of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or adverse consideration of future funding.
- G. Agencies receiving County funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.
- H. Submit a demographic report based on the clients served by the COUNTY funding. This report will be due yearly no later than September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by the County until such information is submitted. All

data must be submitted via the Department of Community Services designated reporting system.

- I. All behavioral health Agencies providing care coordination services must provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the county. If new behavioral health service agencies are needed the care coordination shall get approval from the Community Services Department Director. The Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements.
- J. 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.
- K. AGENCY must have clearly written eligibility criteria and process that includes the following:
  - a. Client must be a resident of Palm Beach County.
  - b. Eligibility for Economic Stability and Poverty Program must be income based according to the Federal Poverty Levels.
  - c. Eligibility for Homelessness must be according to the Federal HUD Guidelines.
- L. Disclosure of Incidents:

AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- M. For FAA Clients who are children or adolescent, the AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- N. AGENCY must inform Funder of incidents regarding overall negative funding.
- O. AGENCY must inform Funder of incidents of emergency, disaster and recovery situations that can impact the service delivery to the Clients.
- P. AGENCY must have an approved Succession Plan indicating how they plan to communicate to Funders if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
- Q. AGENCY must notify Funder of vacant positions of Key Personnel to the contract.

- R. AGENCY must provide Key Personnel appropriate training according to their staff qualifications.
- S. AGENCY must provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- T. AGENCY must 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.
- U. To submit at least twice annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

Copies of the required COUNTY forms have been supplied to the as attachments to this contract.

**ARTICLE 14 – AGENCY CERTIFICATION/NONPROFITS FIRST**

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). All new FAA funded agencies will complete certification within eighteen (18) months of their initial County contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15, 2016. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their contract period.

**ARTICLE 15 – ACCESS AND AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

**ARTICLE 16 - 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 17 - 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 Article 17, Paragraph A.
- D. In the statement specified in Article 17, Paragraph A, 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 Section 287.087, Florida Statutes.

#### **ARTICLE 18 - AMERICANS WITH DISABILITIES (ADA)**

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

**ARTICLE 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, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**ARTICLE 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 - SUBCONTRACTING**

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

**ARTICLE 22 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants 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 F.S. 287.133(3)(a).

**ARTICLE 23 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be



revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

**ARTICLE 24 – ARREARS**

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

**ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this 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 Palm Beach County Code 2-421 through 2-440, as may be amended.

**ARTICLE 26 - TERMINATION**

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative 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 part, by the COUNTY, with or without cause, immediate upon 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 and except as otherwise directed by the COUNTY, 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 terminated work. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care. Continue and complete all parts of the work that have not been terminated. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

**ARTICLE 27 – SEVERABILITY**

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

**ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

**ARTICLE 29 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Channell Wilkins, Director  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Genevieve Cousminer, Executive Director  
Coalition for Independent Living Options, Inc.  
6800 Forest Hill Boulevard  
West Palm Beach, FL 33413

**ARTICLE 30 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, 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 CFR Part 74, Subpart P and 45 CFR Part 92.36.

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

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

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

**ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants 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 F.S. 215.473.

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 F.S. 287.135.

**ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

**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:**

**Sharon R. Bock, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

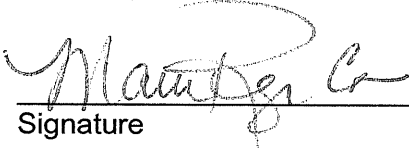
**BOARD OF COUNTY COMMISSIONERS**

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

BY: \_\_\_\_\_  
~~Shelley Vana~~, Mayor

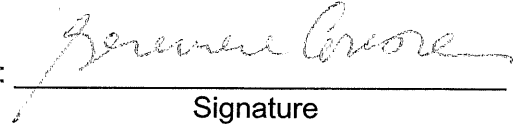
**WITNESS:**

**AGENCY:**

  
\_\_\_\_\_  
Signature

**Coalition for Independent Living Options, Inc.**  
AGENCY's Name Typed

Maite Reyes-Coles  
\_\_\_\_\_  
Name Typed

BY:   
\_\_\_\_\_  
Signature

**65-0174695**  
AGENCY's Federal ID Number

Genevieve Cousminer, Esq  
\_\_\_\_\_  
AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services**

\_\_\_\_\_  
Assistant County Attorney

BY:   
\_\_\_\_\_  
Channell Wilkins, Director

**SCOPE OF WORK & SERVICE UNITS  
2015 FINANCIAL ASSISTANCE CONTRACT**

**Agency Name: Coalition for Independent Living Options, Inc.**

**Program Name: ALERT**

**Overview:**

The ALERT Program, held at a local high school (Royal Palm Beach HS), serves youth ages 14-21 and teaches independent living skills, social skills, HIV/STD prevention and responsible sexual behavior as well as travel training, job readiness and college preparation for high school students. The aim of the program is to assist adolescents with disabilities become more independent in their daily activities and be prepared to transition from school to work. Students who are between the ages of 22-26 who are transitioning to leave high school will also have access to the ALERT program but receive additional job readiness training and academic tutoring to increase the likelihood of high school graduation.

**Service:**

The ALERT program is an afterschool program which operates between 3pm and 6pm Monday through Friday. The program is targeted to youth attending middle and high school. The program also operates throughout the summer months. During the summer, the program operates, Monday through Thursday, from 8am-6pm. Each day students will be offered independent living skills training (i.e hygiene, household chores etc), homework assistance, health education (i.e STD education etc) social skills training (appropriate social behavior, increasing social interaction) computer literacy and creative arts. The Summer Program includes all activities described above as well as leisure activities and field trips that are educational, cultural and recreational in nature. By the end of the summer program, youth will gain confidence in performing a talent show for families and community members. Young adults ages 22-26 will have gained experience in work ethics and job performance as Peer Counselors. Those young adults wanting to continue their education will have applied to post secondary educational programs.

For three days a week, young adults ages 22-26 who have graduated from high school but are not yet ready for employment or post secondary education, will practice job readiness skills such as appropriate dress and demeanor on the job, attitudes towards work, preparing a resume, interview skills, how to handle uncomfortable situations on the job, etc. ALERT will partner with on-the-job training programs at agencies such as Goodwill and Seagull Industries as well as DVR for job coaches and supportive employment. For those young adults wanting to continue their education, the ALERT Program will offer classes in how to apply to continuing education institutions, how to conduct one self in an interview, study skills, and test taking techniques, mastering the college campus and how to deal with the collegiate social scene. Due to

elimination of funding from United Way, there is no longer a Program Transition Specialist; however, the agency will continue to provide transitional services for these youth for up to 2 years after admission to post secondary educational programs/universities.

**Clients Served Through FAA:**

60

**Agency Name: Coalition for Independent Living Options, Inc.**

**Program Name: SAIL**

**Overview:**

The Coalition of Independent Living Options, Inc. through its SAIL Program provides opportunities to become self-sufficient and to maintain independence through assistance with entitlement benefits, independent skill training, advocacy, building peer support networks and increased knowledge of community resources. Consumers acquire the skills needed to live independently in the community and, are linked to and receive community resources, in order to become self-sufficient and independent and included in all aspects of community life. In order to receive services in the Independent Living Department, The Client's Eligibility for Services is an individual 18 years or older and have a disability. An individual is considered to be a person with a disability if:

- has a physical, mental, cognitive or sensory impairment that substantially limits one or more of the individual's major life activities;
- has a record of such an impairment; or
- is regarded as having such an impairments (Authority: 29 U.S.C. 796e-2)

**Services:**

The Coalition of Independent Living Options, Inc. through its SAIL Program, will conduct a complete intake process, assess client situations and develop an Independent Living plan with short term goals (3 months) and long term goals that lead to self sufficiency and sustainability in the community.

The Coalition of Independent Living Options, Inc. through its SAIL Program will assist clients in obtaining entitlement benefits.

Coalition of Independent Living Options, Inc., through its SAIL Program, will provide Independent Living Specialist to assist clients in:

- developing money management skills through financial literacy workshops and individual instruction;
- enhancing literacy skills through individual/ group reading classes;
- preventing nursing home placement and hunger through meal delivery program.
- increasing nutritional awareness through meal planning and preparation;
- facilitating application process for entitlement benefits;

- increasing employment opportunities through individual and group instruction in job readiness skills;
- decreasing social isolation through development of peer/social networks; and
- mastering the public transportation system and Palm Tran Connection through travel training;
- promoting independence through self-advocacy guidance both individually and in groups;
- increasing employment opportunities through employment seminars with local area businesses.

**Clients Served Through FAA:**

150



**UNITS OF SERVICE RATE AND DEFINITION 2016  
FINANCIAL ASSISTANCE CONTRACT**

**Agency:** Coalition for Independent Living Options, Inc.

Service Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
<p><b>Service: ALERT</b> A unit of service is defined as an hour of staff time in direct client services and can include independent skill training (individually and/or groups), academic enhancement, leadership building, creative arts, motor skill enhancement, social skill development, self-advocacy, cultural enhancement, travel training, continuing education and job readiness skills.</p>	\$ 31.18	\$55,938
<p><b>Service: SAIL Program</b> A unit of service defined as an hour of staff time in direct client services and can include processing applications, employment preparedness, access to transportation, linkages to community services, case planning and advocacy, information and referral, facilitation of peer support and independent skill training (individually and/or groups).</p>	\$55.72	\$167,165
<p>Group supervision or any group services will be billed as a single unit, not per employee or client participating.</p>		
<b><u>TOTAL CONTRACT</u></b>		<b><u>\$223,103</u></b>

The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee out of this FY 2016 contract. This option exercised by the agency will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 14 of this contract.

**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 \_\_\_\_\_, 201\_\_, 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

**Summary of Certificates**

**This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.**

Wednesday, October 21, 2015

[Images](#)

[Contracts](#)

Insured: Coalition for Independent Living Options, Inc.

Insured ID: 012FAA01FY15

Status: Compliant

ITS Account Number: PLC1284

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 4/1/2016			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$2,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<b><u>Automobile Liability</u></b>			
Expiration: 4/1/2016			
Combined Single Limit:	\$500,000	\$1,000,000	
<b><u>Workers Compensation/Employers Liability</u></b>			
Expiration: 7/23/2016			
<b><u>Professional Liability</u></b>			
Expiration: 4/1/2016			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$2,000,000	

**Notifications**

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

[Certificate Submittal](#)