

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: November 22, 2016      [ X ] Consent      [ ] Regular
                                      [ ] Ordinance     [ ] Public Hearing

Department
Submitted By:   Community Services
Submitted For:  Financially Assisted Agencies
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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Memorandum of Agreement (MOA) with Children's Services Council of Palm Beach County and United Way of Palm Beach County, Inc., for the period October 1, 2016, through September 30, 2017, in an amount totaling \$411,494 of which \$152,457 is funded by Palm Beach County.

**Summary:** On August 16, 2016, the Board of County Commissioners (BCC) approved funding allocations for the Financially Assisted Agencies (FAA) Program. The MOA being recommended in this item reflects the dollar amount included in the FY 2017 budget. The effective date of service for the above item submitted for approval is prior to this meeting date. This is a three (3) party MOA amongst Palm Beach County, Children's Services Council of Palm Beach County (CSC) and United Way of Palm Beach County, Inc. (United Way). United Way will subcontract with 211 Palm Beach/Treasure Coast, Inc. (211) as part of the collaboration to connect people to services 24 hours a day. United Way agrees to serve as a fiscal agent and will make payments on a monthly basis to 211 for the services rendered. The County will provide an advance one-time payment of \$152,457 to United Way, in accordance with Palm Beach County Administrative Code Rule 305.02. CSC will fund \$126,422 and United Way will fund \$132,615 of the entire MOA amount. All three agencies will be part of the program and fiscal monitoring of this MOA. United Way will be the responsible agent for verifying that the deliverables are completed by the MOA end date. (Financially Assisted Agencies) Countywide (HH)

**Background and Justification:** In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The FAA program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state and local funding sources that support the County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidenced-based programming and outcome measures that ensure effective changes in people's lives in our community. The purpose is to connect people to services 24 hours a day by understanding their individual emotional, financial and community needs and to support the health and human service system as a whole. 211 Palm Beach/Treasure Coast, Inc. provides guidance and support to individuals and families in distress or in need of information about health and human service programs.

**Attachments:** Memorandum of Agreement with CSC and United Way

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Recommended By: Saurini 10-31-16
                  Department Director Date

Approved By: Nancy L. Belmont 11/14/16
                  Assistant County Administrator Date
  
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**II. FISCAL IMPACT ANALYSIS**

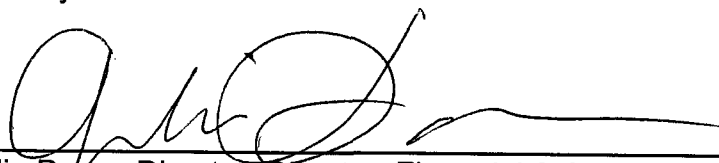
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$152,457				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$152,457				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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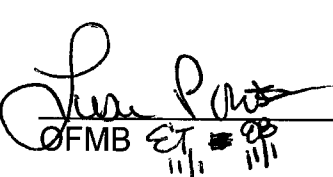
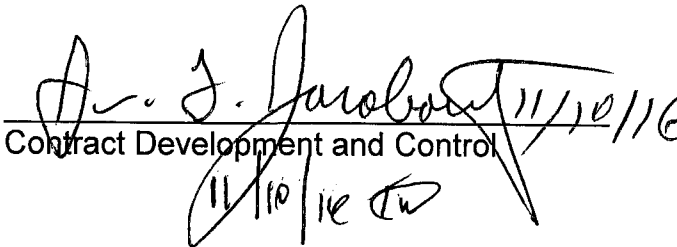
Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
Budget Account No.:  
Fund 0001 Dept 740 Unit 2526 Object 8201 Program Code \_\_\_\_\_ Program Period \_\_\_\_\_

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

C. Departmental Fiscal Review:   
Julie Dowe, Director, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

 11/2/16  
OFMB ET, # 98  
 11/10/16  
Contract Development and Control  
11/10/16 CW

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

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

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA or Agreement) is made by and among **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY", **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "CSC", and **UNITED WAY OF PALM BEACH COUNTY, INC.**, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0683258, hereinafter referred to as "UWPBC". Upon the full execution of this Agreement by COUNTY, CSC, and UWPBC, this Agreement shall be effective as of October 1, 2016, the beginning of COUNTY's and CSC's fiscal year.

### ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish UWPBC as an intermediary between COUNTY and CSC, as the funding parties, and 211 Palm Beach / Treasure Coast, Inc. (hereafter referred to as "211"), as the recipient party, and to establish a scope of services for 211's use of said funds, as well as funding being provided to 211 by UWPBC, agreed upon by the parties to this Agreement, which is set forth in Exhibit A (the "Scope of Work").

### ARTICLE 2 - SERVICES

UWPBC will receive from COUNTY and CSC and transmit to 211 the funds described in this Agreement, subject to and in accordance with the terms set forth in this Agreement. In connection with such funding, UWPBC shall enter into an agreement with 211 for the receipt and use of COUNTY's and CSC's funds pursuant to the Scope of Work, in substantially the form attached as Exhibit C (the "211 Agreement"), and shall oversee and require the performance of 211's obligations under the 211 Agreement. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A, and UWPBC shall share such reports with COUNTY and CSC.

### ARTICLE 3 - PAYMENTS

UWPBC will bill the COUNTY a one-time lump sum payment in the amount of **ONE HUNDRED FIFTY TWO THOUSAND, FOUR HUNDRED AND FIFTY SEVEN DOLLARS (\$152,457)**. UWPBC agrees to make payments in equivalent amounts to 211 in accordance with the payment schedule outlined in Exhibit B. COUNTY will make payment within 45 days of submission of invoice from UWPBC. In the event UWPBC does not receive the lump sum payment from the COUNTY within 45 days of the date of invoice, UWPBC will have no duty or liability to any party to this Agreement, or to 211 under the 211 Agreement.

UWPBC will bill CSC a one-time lump sum payment in the amount of **ONE HUNDRED TWENTY SIX THOUSAND, FOUR HUNDRED AND TWENTY TWO DOLLARS (\$126,422)** by October 26, 2016, and following receipt, CSC shall make payment of such amount to UWPBC by October 31, 2016. UWPBC agrees to make payments in equivalent amounts to 211 in accordance with the payments schedule outlined in Exhibit B. In the event UWPBC does not receive the lump sum payment from CSC within the time periods

required herein, UWPBC will have no duty or liability to any party to this Agreement or to 211 under the 211 Agreement.

Invoices submitted by UWPBC shall include an original cover on UWPBC letterhead signed by the Chief Executive Officer.

UWPBC will also provide its own separate funding to 211 in the amount of **ONE HUNDRED THIRTY TWO THOUSAND, SIX HUNDRED AND FIFTEEN DOLLARS (\$132,615.00)** in accordance with the payment schedule outlined in Exhibit B for services rendered toward the completion of the Scope of Work, subject to the availability of funds lawfully appropriated for this purpose.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 5 - UWPBC'S OBLIGATIONS**

The obligation of UWPBC under this Agreement to make any payment to 211, or perform any other obligation under this Agreement, is contingent upon and subject to UWPBC's receipt of all agreed upon funds from the COUNTY and CSC.

#### **ARTICLE 6 - INSURANCE**

UWPBC shall require 211 to maintain the insurance coverages and comply with the related requirements set forth in the 211 Agreement.

#### **ARTICLE 7 - OVERSEEING COMPLIANCE BY 211**

UWPBC will require 211 to 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 UWPBC's representatives upon request.

UWPBC will require 211 to comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. 211 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.

UWPBC will require 211 to secure at its own expenses, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with UWPBC.

UWPBC will require 211 to attest to the fact 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 211 without compensation.

**ARTICLE 8 - NONDISCRIMINATION**

UWPBC will require 211 to warrant and represent 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.

UWPBC will require 211 to provide UWPBC (which UWPBC shall forward to the COUNTY and CSC) 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 211 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 the COUNTY and CSC that it will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 9 – GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction in Palm Beach County, Florida.

**ARTICLE 10 - NOTICES**

All notices required in this Agreement shall be sent by U.S. Mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Nancy Bolton, Acting Director  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

and if sent to CSC shall be mailed to:

Amy Blechman, Program Officer  
Children's Services Council of Palm Beach County  
2300 High Ridge Road  
Boynton Beach, FL 33426

and if sent to the UWPBC shall be mailed to:

Donna Quinlan, Vice President of Community Impact  
United Way of Palm Beach County, Inc.  
477 South Rosemary Avenue, Suite 230  
West Palm Beach, Florida 33401

**ARTICLE 11 - ACCESS AND AUDIT REQUIREMENTS**

UWPBC will require 211 to maintain adequate records to justify all charges, expenses,

and costs incurred in estimating and performing the work contemplated under the 211 Agreement for at least three (3) years after the expiration or earlier termination of the 211 Agreement.

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 UWPBC, 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.

UWPBC will require 211 to 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 211'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 from 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 12 – TERMINATION**

This Agreement may be canceled by any of the parties, for cause or no cause, upon sixty (60) days prior written notice to the remaining parties to the Agreement. If there is a breach of this Agreement by UWPBC or of the 211 Agreement by 211 (beyond any applicable cure periods), then this Agreement is subject to immediate termination and, depending on the circumstances surrounding the breach, may result in no further payment being made under this Agreement. It is the intent of the parties, however, that UWPBC and 211 shall be paid for all services rendered to the COUNTY's and CSC's satisfaction through the date of termination.

After receipt of a Termination Notice and except as otherwise directed by the COUNTY and CSC, UWPBC will require that 211 stop work on the date and to the extent specified and terminate and settle all orders and subcontracts relating to the performance of terminated work.

#### **ARTICLE 13 – UNADVANCED OR SURPLUS FUNDS**

UWPBC agrees to refund the COUNTY and CSC any of their respective funds advanced to UWPBC but not paid to 211 by September 30, 2017, within 30 days thereafter.

If this Agreement is terminated prior to September 30, 2017, UWPBC agrees to refund the COUNTY and CSC any of their respective funds advanced to UWPBC but not paid to 211 by the effective date of termination, within 30 days thereafter.

UWPBC shall refund the COUNTY and CSC any funds of their respective funds which have been advanced to 211 and subsequently reimbursed UWPBC in accordance with the 211 Agreement.

IN WITNESS WHEREOF, County, CSC, and UWPBC have made and executed this Agreement as of the day and year set forth below their signatures.

ATTEST:

COUNTY:

Sharon R. Bock, Clerk & Comptroller

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

By:

Name: \_\_\_\_\_  
Title: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_, Mayor

Date: \_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS

Department of Community Services


By: *[Signature]*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
: Assistant County Attorney

CSC:

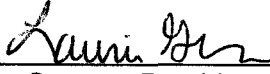
**CHILDREN'S SERVICES COUNCIL OF  
PALM BEACH COUNTY**

By:   
Lisa Williams-Taylor, Chief Executive Officer

Date: 10-31-16

UWPBC:

UNITED WAY OF PALM BEACH  
COUNTY, INC.

By:   
Laurie George, President & CEO

Date: 10/27/16

59-0683258  
UWPBC's Federal ID Number

## **EXHIBIT A**

### **SCOPE OF WORK For Call Center Services Provided by SUBCONTRACTOR**

#### **211: 211 Palm Beach/Treasure Coast**

##### **General Description**

The mission of 211 Palm Beach/Treasure Coast is to connect people to services 24 hours a day by understanding their individual emotional, financial and community needs and to support the health & human service system as a whole. 211 Palm Beach/Treasure Coast, Inc. provides empathetic guidance and support to individuals and families in distress or in need of information about health and human service programs. 211 Palm Beach/Treasure Coast, Inc. operates a 24-hour per day, 365 day per year telephone helpline/hotline service providing an array of support and assistance, including information, assessment, advocacy, referral and linkage to appropriate community agencies, as well as crisis intervention and suicide prevention. 211's Palm Beach/Treasure Coast, Inc. Community Resource Database is the foundation of 211's Palm Beach/Treasure Coast, Inc. operation and consists of information on community health and human services which is collected, maintained and made available via telephone (by calling 2-1-1), in printed directories and on the web at [www.211palmbeach.org](http://www.211palmbeach.org). 211 Palm Beach/Treasure Coast is expected to maintain the website and database at a level comparable in quality and usability to similarly situated crisis/information/referral agencies.

##### **Accreditation**

211 Palm Beach/Treasure Coast, Inc. is accredited by the American Association for Suicidology (AAS) and was the first agency in the State of Florida and the fifth in the nation to receive accreditation by the national Alliance of Information & Referral Systems (AIRS). Locally, 211 Palm Beach/Treasure Coast, Inc. has successfully completed the Nonprofits First initial and supplemental accreditation process related to sound nonprofit management. A certificate of accreditation signifies adherence to the standards and quality goals set forth by AAS, AIRS and Nonprofits First.

##### **Services**

Services provided by 211 Palm Beach/Treasure Coast, Inc. include and are defined as follows:

1. Information, Assessment, & Referral –
  - a. Assessing the caller's needs, identifying resources to meet those needs, and providing a referral to identified resources. This may involve assessment of the presenting situation and clarification of needs along with an evaluation of appropriate resources.
  - b. Providing a limited response to requests for non-complex information along with agency names, telephone numbers, addresses, program descriptions, eligibility criteria and application processes may be provided.
  - c. Providing direct telephone linkage to the needed service, upon caller request or upon affirmative response by the caller when this is suggested as an option.
  - d. Providing additional efforts to locate services in complicated or resource limited circumstances including the provision of intensive, short-term support in navigating the complex health and human services system.

2. Helpline Counseling Services – providing a telephone service that allows the caller to talk confidentially about their personal problems with an empathetic active listener, and providing crisis/suicide de-escalation when responding to the emotional state of the caller.
3. Emergency Intervention – providing assistance by contacting law enforcement, fire/rescue or the abuse registry.
4. Database Maintenance – collecting and maintaining up-to-date pertinent information related to available health and human services.
5. Web Site – providing up-to-date, pertinent, easily accessible information related to health and human services via the web.

### **Expectations**

When there is a State of Florida Shared 211 Database, it is expected by the COUNTY and CSC that 211 Palm Beach/Treasure Coast, Inc. will provide data to the State's comprehensive 211 database. Further, it is expected that 211 Palm Beach/Treasure Coast, Inc. will accurately capture, maintain and report on the various indicators identified by the COUNTY and CSC in the Deliverables/Reporting Section of this contract. Whenever possible 211 Palm Beach/Treasure Coast, Inc. will provide information directly produced through its various automated systems.

### **Deliverables/Reporting**

Deliverables shall include:

1. **Service Delivery Reports** containing the following information shall be charted and trended by month (including numbers and percentages), and provide twice per year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)
  - 1.1. Call Volume (Chart and Bar Graph)
  - 1.2. Call Type: By percentage (Line Graph)
  - 1.3. Problem/Needs: Total number with percentages (Chart only with added columns for total period percentages)
  - 1.4. Website: Number of visits and hits (Line Graphs)
  - 1.5. Online Resource Database: Number of visitors (Line Graph)
2. **Key Performance Indicators Report** containing the following information shall be reported twice per year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)

A 90% positive response rate will be received as measure through caller satisfaction surveys.

Information, Assessment and Referral Calls - Staff will exhibit quality service by scoring an average of 90% or better on the competency monitoring form.

Suicide Calls - Staff will exhibit quality service by scoring an average of 90% or better on the competency monitoring form.

100% of all providers in the database will be contacted annually to have them review and update their agency information for accuracy with a target of 75% of the providers submitting updated program data.

Resource Inquiries - Total utilization will remain level or increase as compared to the 2014 baseline (170,445 resource inquiries).

Print Information - Total production will remain level or increase as compared to the 2014 baseline (152,000 printed guides and directories).

211 Crisis/Suicide - 95% of suicide calls will be answered within 45 seconds.

Rape Crisis Violent Crime - 95% of rape crisis calls will be answered within 45 seconds.

National Suicide Prevention Lifeline - 95% of the National Suicide Hotline calls will be answered within 45 seconds.

Information, Assessment and Referral Calls - 90% of the Information, Assessment and Referral calls will be answered within 90 seconds.

3. **Overview Reports** containing a synopsis of trended information related to the Service Delivery Reports, Management Reports, and Key Performance Indicators Reports submitted twice a year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)
4. **Annual Youth Yellow Pages** will be published and distributed throughout Palm Beach County and reported to the funders by October 31, 2017.

## EXHIBIT B

### FY2016-2017 Payment Schedule For Call Service Center Provided by 211

COUNTY: Palm Beach County Board of County Commissioners

CSC: Children's Services Council of Palm Beach County

UWPBC: United Way of Palm Beach County

211: 211 Palm Beach/Treasure Coast

UWPBC may submit an invoice to the COUNTY and CSC for the total amount of the contribution as indicated below:

Total COUNTY AND CSC Contribution	Fiscal Year 2017
PB County	\$152,457
CSC	\$126,422
UWPBC	\$132,615
<b>Total</b>	<b>\$411,494</b>

Upon receipt of payment from the COUNTY and CSC, UWPBC agrees to pay 211 according to the following payment schedule below:

*FY 2016-2017 (Oct. 1, 2016 – Sept. 30, 2017)	COUNTY DISBURSEMENT	CSC DISBURSEMENT	UWPBC DISBURSEMENT	TOTAL TO 211
October 2016	\$12,704.75	\$23,239.91	\$14,735.00	\$50,679.66
November 2016	\$12,704.75	\$23,239.91	\$14,735.00	\$50,679.66
December 2016	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
January 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
February 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
March 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
April 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
May 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
June 2017	\$12,704.75	\$7,994.21	\$14,735.00	\$35,433.96
July 2017	\$12,704.75	\$7,994.21	\$0	\$20,698.96
August 2017	\$12,704.75	\$7,994.21	\$0	\$20,698.96
September 2017	\$12,704.75	\$7,994.29	\$0	\$20,699.04
TOTAL	\$152,457.00	\$126,422.00	\$132,615.00	\$411,494.00

\*Any payment periods which may have elapsed prior to the full execution of this Agreement or UWPBC's receipt of such applicable funds from the COUNTY and/or CSC shall be funded retroactively following receipt of said funds.

**EXHIBIT C**  
**FORM OF 211 AGREEMENT**  
(See Attached)

**AGREEMENT**  
between

**211 PALM BEACH/TREASURE COAST**  
(Hereinafter referred to as the Agency)

and

**UNITED WAY OF PALM BEACH COUNTY, INC.**  
(Hereinafter referred to as United Way)

The term of this Agreement will be for one year beginning October 1, 2016 and ending September 30, 2017, unless sooner terminated under the provisions of this Agreement.

**PURPOSE**

Pursuant to this Agreement, United Way is acting solely as fiscal agent with respect to the funds described herein. The purpose of this Agreement is to define United Way's responsibilities as the fiscal agent, as well as to define generally what is expected of Agency and to specify what are Agency's duties and responsibilities with respect to its use of the funds described herein.

**A. UNITED WAY AGREES:**

1. To serve as fiscal agent for the funds described herein which have been provided to United Way by Children's Services Council of Palm Beach County (hereinafter referred to as CSC) and the Palm Beach County Board of County Commissioners (hereinafter referred to as the County).
2. That, assuming that Agency is in compliance with this Agreement and the standards of accountability set forth herein, it will provide the following funding\* to Agency for the following program(s) in accordance with this Agreement:
  - a. Call Center Services on behalf of the County an amount not exceeding \$152,457
  - b. Call Center Services on behalf of CSC an amount not exceeding \$126,422

**\*Note that 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.**

3. To directly deposit payments in accordance with Section A(2) above into Agency's designated bank account on the last day of each month. The total amount of each deposit is outlined in Exhibit B. Monthly payment is contingent on Agency's continued compliance with this Agreement and the standards of accountability set forth herein.
4. The total amount of each deposit is contingent on:
  - a. United Way receiving \$152,457 in funding from the County and \$126,422 in funding from CSC.
  - b. The Agency's continued compliance with this Agreement and the standards of accountability set forth in the Agreement.

**B. AGENCY AGREES:**

1. To fully implement the agreed upon scope of work and deliverables which have been set forth in Exhibit A, and to provide the service contemplated under this Agreement for the term of this Agreement, subject to receipt of the County's and CSC's funds in accordance with the payment schedule under Exhibit B.
2. To secure, at its own expense, all necessary personnel required to perform the services contemplated under this Agreement, which shall be fully qualified and, if required, authorized, permitted and/or licensed under all applicable, federal, state, and local laws to perform such services. Such personnel shall not be employees of, or have any contractual relationship with, United Way.
3. To submit progress reports to United Way as outlined in Exhibit A regarding the expenditure of the funds provided by this Agreement and describing the progress of the funded program(s).
4. To submit any documents, including progress reports, by the deadlines established by United Way and participate as required by United Way in the grant monitoring process, which may include making itself available for a site visit by United Way CSC and County representatives during which United Way, CSC and the County may evaluate the program(s) being funded, as well as Agency's overall administration and financial operation.
5. To allow United Way, CSC and the County to monitor Agency administratively, fiscally and programmatically to assure that its administrative, fiscal and programmatic operations are consistent with the agreed upon scope of work and deliverables outlined in Exhibit A and consistent with administrative, fiscal and programmatic standards that promote program efficiency and effectiveness.
6. To provide United Way with any administrative, financial or programmatic information which it requests within the time frame requested.
7. To maintain business and accounting records detailing the performance and administration of the funded program, including any expenditures relating thereto. Agency must provide United Way with copies of any such records within three (3) business days of United Way's written request.
8. To maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services contemplated under this Agreement for at least three (3) years after the expiration or earlier termination of this Agreement (such requirement surviving the expiration or earlier termination of this Agreement).
9. To use the funds allocated by this Agreement only for the specific program(s) being funded herein.
10. To reimburse immediately any funds that will not be used for the purposes approved in this Agreement or any funds that have been deemed by United Way, to be misused, misspent.

11. To communicate promptly in writing any developments or problems likely to affect its ability to perform in accordance with this Agreement, or which might reasonably be expected to be of direct interest or concern to United Way, including, without limitation, any change in Agency's officers, senior staff, or program staff, and any change in the funded program(s). Any change in the funded program, including any change in the expenditure of program funds, must be submitted to United Way for prior written approval.
12. That United Way may release to the general public and media non-confidential information and/or documentation that Agency is providing services as funded and/or adhering to the standards of accountability set forth herein. Further, Agency agrees that United Way may disclose or forward any materials, information, or reports provided by Agency under this Agreement or otherwise derived by United Way in connection with this Agreement, including, without limitation, those reports required under Exhibit A and the materials and information required under the Standards of Accountability below.
13. That United Way may use Agency's name and program information in connection with any and all communication and marketing publications and materials of United Way (including, but not limited to, all printed materials, training materials, press releases, commercial or promotional brochures, and/or other brochures, videos, or advertisements, United Way's website, Facebook page, and/or other internet or electronic medium, whether in print or electronic medium of any form). By signing this Agreement, Agency relinquishes any right that it may have to examine, approve, or receive notice of any such publications or materials, regardless of medium, in which its name or program information are utilized or the use to which they may be applied. Any funds obtained by United Way as a result of such usage shall be the sole property of United Way. Agency hereby waives any right to royalties or other compensation arising from or related to the use of its name or program information in connection with the purposes herein described.
14. To maintain an annually updated disaster plan identifying its response in the event of a natural disaster, and specifically a hurricane.
15. To comply with the below Standards of Accountability.

C. STANDARDS OF ACCOUNTABILITY:

The United Way of Palm Beach County Standards of Accountability listed below define the minimum standards to assure appropriate accountability of organizations receiving funding from United Way, and incorporate certain standards required by the County and/or CSC. Agency represents and warrants that it is in compliance with each of these standards as of the date of this Agreement, and Agency must be compliant with each of the below Standards throughout the term of this Agreement.

- Standard 1: Agency is tax-exempt under IRS Section 501(c)(3) and is incorporated as a nonprofit organization in the State of Florida.
- Standard 2: Agency agrees to understand and comply with all applicable federal, state, and local laws, ordinances, and regulations applicable to Agency and the services contemplated herein, including laws governing agency operations and employment practices and those applicable to conflict of interest and collusion.

**Standard 3:** Agency must have an annual financial statement audit completed within six months of the end of its fiscal year by an independent certified public accountant licensed under Chapter 473, Fla. Stat., in accordance with generally accepted accounting principles. 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, as well as all management letters and the Agency's response to all findings, including corrective actions to be taken. Agency must send two bound originals of the complete financial audit report within nine months of the fiscal year end directly to:

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

**Standard 4:** Agency will provide equal access to services to all who qualify without discriminating based on race, religion, national origin, disability, gender, veteran status, sexual orientation, or age. This standard does not prohibit any organization from offering specific programs designed to meet the special needs of target populations based on age, gender, health, or disability.

**Standard 5:** Agency will not discriminate on the basis of race, color, religion, disability, sex, age, gender, national origin, ancestry, familial status, marital status, sexual orientation, gender identity and expression, or genetic information in any manner, including, without limitation, in employment, promotion of personnel, election to the board of directors, or selection of volunteers or vendors. The Agency will submit to United Way a copy of its non-discrimination policy which is consistent with Standards 4 and 5, as contained in the County's 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 will acknowledge through a signed statement that the Agency will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**Standard 6:** Agency has by-laws that determine: minimum and maximum number of board members; tenure of board members; officers; committees; quorum requirements; and that members of its board of directors serve without compensation.

**Standard 7:** Agency is governed by a board of directors that: meets with a quorum at least four times per year; annually reviews the organization's mission statement; annually reviews the organization's by-laws; approves the annual budget; reviews financial statements at least quarterly. The organization will provide training to board members on their roles and responsibilities.

**Standard 8:** None of the members of Agency's board of directors have any conflict of interest, monetary or otherwise, and receive no compensation for their service on the board of directors. Agency will maintain board policies that state that members of the board of directors must identify all conflicts of interest and may not participate in decisions affecting themselves or organizations they represent.

- Standard 9: Agency will maintain appropriate administrative records and make those records, including its annual budget; year-to-date financial statements, available to United Way for review within three (3) days of United Way's written request. These records must reflect efficient administration.
- Standard 10: Agency will maintain appropriate records of operational management, including records with respect to qualifications, training and if required, licensed under state and local law of staff and volunteers as to their roles and responsibilities, table of organization, staff evaluation, and staff turnover, and make those records available to United Way for review within three (3) days of United Way's written request. These records must reflect a well-managed organization.
- Standard 11: Agency will cooperate with other human service agencies in providing quality services to similar populations.
- Standard 12: Agency 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 made available to United Way within three (3) days of United Way's written request.
- Standard 13: Agency shall comply with such other standards as United Way may adopt from time to time upon written notice to Agency.

**D. CONFLICT OF INTEREST**

Agency represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required herein. Agency represents that no person having any such conflict of interest shall be employed in the performance of such services.

**E. DRUG FREE WORKPLACE/ AMERICANS WITH DISABILITIES**

Agency agrees to implement and maintain a drug-free workplace policy and to meet all of the requirements of the Americans With Disabilities Act.

**F. TERMINATION OF AGREEMENT AND SUSPENSION OR REDUCTION OF FUNDING:**

1. United Way may terminate this Agreement by giving Agency sixty (60) days' prior written notice, with such termination becoming effective on the 60<sup>th</sup> day following written notice to Agency.
2. If United Way does not receive funding from CSC and/or the County, United Way may, at its sole discretion, terminate this Agreement immediately.
3. United Way may also terminate this Agreement immediately, without any prior notice to Agency and without any opportunity to cure the reason for the termination, in the event of any or all of the following:
  - a. Breach of this Agreement by Agency if such breach is not remedied to the satisfaction of United Way within a time frame previously established by United Way at its sole discretion.

- b. Agency becomes insolvent or such other material change in its staff, leadership, or operations occurs that it cannot, in the sole opinion and discretion of the United Way, continue to carry on its activities as contemplated at the time this Agreement was entered into, including if the program(s) funded by United Way herein is discontinued, or changed without United Way's prior written consent.
  - c. United Way finds that the funded program(s) is not being conducted in the manner set forth in this Agreement or finds that there is any irregularity in Agency's administration or financial operation as determined by United Way in its sole discretion.
  - d. Agency refuses to permit United Way to conduct a site visit as set forth in Section B(4) above within the time frame required by United Way.
  - e. Agency refuses to disclose administrative, financial or programmatic information requested by United Way within the time frame required by United Way.
4. In the event of termination of this Agreement pursuant to this section:
- a. Agency shall stop work and services on the date and to the extent specified by United Way.
  - b. Agency must terminate and settle all orders relating to the performance of the services and work governed by this Agreement on the date and to the extent specified by United Way.
  - c. Agency shall be entitled to receive all funds provided under this Agreement from October 1<sup>st</sup> to the date of termination based on a formula of 1/365<sup>th</sup> of the funding for each day from October 1<sup>st</sup> to the date of termination, provided that i) Agency remains as a qualified entity entitled to receive such funds; ii) the funded program(s) was provided in accordance with this Agreement; and/or (iii) the termination was not pursuant to Sections F(2) or (3) above – in which case Agency will not receive any further payment pursuant to this Agreement and, if the termination was pursuant to Section F(3) above, United Way may require reimbursement of some or all funds which it provided Agency pursuant to this Agreement.
  - d. United Way shall be entitled to be reimbursed for all funds advanced but not used by Agency or not used for the program(s) funded by this Agreement, or both, including funds advanced for periods beyond the date of termination; and

The obligations of United Way under this Agreement are contingent upon United Way receiving the funds identified under Section A(2) from CSC and the County. In the event United Way does not receive this funding, United Way reserves the right to reduce, delay, or terminate the total funding to Agency immediately. If this unexpected situation occurs, United Way will notify the Agency in writing in regard to any specific change in payment amount or schedule.

**G. INDEMNIFICATION:**

Agency shall protect, defend, reimburse, indemnify and hold harmless United Way and CSC, their respective officers, directors, representatives, agents, employees and volunteers, as well

as the County, its agents, employees, and elected officers, from and against all claims, liability, expense, loss, cost, damages, or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising in connection with or as a result of Agency's performance of the terms of this Agreement or due to the acts or omissions Agency.

Agency may not use funds made available pursuant to this Agreement for the purpose of initiating or pursuing any litigation, claim, demand or cause of action whatsoever against United Way, the County, or CSC.

The indemnification obligations under this Section shall survive the expiration or earlier termination of this Agreement.

#### H. SUCCESSORS AND ASSIGNS/ SUBCONTRACTING

Agency and United Way 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 the covenants of this Agreement. Neither United Way nor Agency may assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

United Way does not allow subcontracting by Agency of services required under this Agreement.

#### I. INSURANCE REQUIREMENTS

Agency will maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as United Way'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 Agreement.

**Commercial General Liability Insurance** – Commercial general liability insurance (including contractual liability coverage), on an occurrence basis, in the minimum amount of \$1,000,000.00 million per occurrence. Such coverage shall not contain any endorsement(s) excluding nor limiting the following coverages or conditions: Premises/Operations, Personal Injury, Products/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Such policy shall include a Designated Person or Organization endorsement naming "United Way of Palm Beach County, Inc., its employees, volunteers, representatives, agents, contractors, directors, officers, members, legal representatives, successors, assigns, affiliates, and partners" as Additional Insureds, and shall also require prior notice of cancellation to be delivered to United Way within the period applicable to the first named insured.

**Worker's Compensation Insurance & Employers Liability** – Agency is required to maintain Worker's Compensation Insurance & Employers Liability in accordance with applicable law, including Chapter 440, Florida Statutes.

**Waiver of Subrogation** - Agency agrees by entering into this Agreement 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 a 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.

Certificate(s) of Insurance - At the time it executes this Agreement and throughout the contract period, Agency will provide United Way with a Certificate(s) of Insurance on the appropriate ACORD form, evidencing that all coverages, limits and endorsements, and additional insured designations required herein are maintained and in full force and effect. Agency will notify United Way of any changes in insurance coverage or terms or insurance carriers within thirty (30) days. The Certificate Holder address shall read: United Way of Palm Beach County, Inc., 477 South Rosemary Avenue, Suite 230, West Palm Beach, Florida 33401.

**J. INDEPENDENT CONTRACTOR RELATIONSHIP**

Agency is, and shall be, in the performance of all work and services under this Agreement, an independent contractor, and not an employee, agent or servant of United Way. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Agency's sole direction, supervision and control. Agency shall exercise control over the means and manner in which it and its employees perform the work and services covered by this Agreement, and in all respects the Agency's relationship and the relationship of its employees to United Way shall be that of an independent contractor and not as employees or agents of United Way.

Agency shall be solely responsible for the payment of all required taxes. United Way will not provide workmen's compensation, health insurance, life insurance, retirement or any other benefits to Agency or Agency's employees unless otherwise negotiated with United Way staff.

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

**K. THIRD PARTY BENEFICIARIES AND ENFORCEMENT**

The Agency acknowledges and agrees that the County and CSC shall be intended third party beneficiaries of this Agreement, and shall have the independent right to enforce the obligations of the Agency under this Agreement.

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 Agency acknowledges that, given that the County is a third party beneficiary of this Agreement and has the right to enforce this Agreement, 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.

L. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce or interpret this Agreement, including any action arising under or as a result of this Agreement, will be held in a court of competent jurisdiction in Palm Beach County, Florida.

M. SEVERABILITY

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

N. AMENDMENTS

This Agreement may be amended only upon the written agreement of United Way and Agency, with the consent and approval of the County and CSC.

O. SCOPE OF AGREEMENT

This Agreement contains the entire agreement of the parties relating to matters addressed herein and supersedes all previous agreements executed between the parties with respect to such matters. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

P. ATTORNEYS' FEES AND COSTS

If any action is necessary to enforce or interpret the terms of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees and costs, including appeal, in addition to any other relief to which the party may be entitled. Notwithstanding the foregoing, this Section shall not apply to, and may not be enforced against, the County.

Q. NOTICES:

To be effective, any notice to be given under this agreement must be in writing sent both by email and by either U.S. Mail (registered or certified) or nationally recognized overnight courier, as follows:

To United Way:

United Way of Palm Beach County, Inc.  
477 South Rosemary Avenue, Suite 230  
West Palm Beach, FL 33401  
Attention: Vice President of Community Impact

E-Mail: [donnaquinlan@unitedwaypbc.org](mailto:donnaquinlan@unitedwaypbc.org) and [tamaraworley@unitedwaypbc.org](mailto:tamaraworley@unitedwaypbc.org)

To Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Either party's failure to send written notice by email as well as by U.S. Mail (registered or certified) or nationally recognized overnight courier as provided above, shall render the notice invalid and ineffective for all purposes.

A notice shall be deemed effective upon receipt, unless refused or unclaimed by the receiving party. Each party may change its notice address upon written notice to the other.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is hereby executed by the Agency and United Way by the following representatives who hereby warrant that they are authorized to execute this Agreement and to bind the entity on whose behalf they are signing:

AGENCY:

\_\_\_\_\_  
By: Sharon L'Hirou  
Name: Sharon L'Hirou  
Title: President / CEO

Date: \_\_\_\_\_

UNITED WAY:

\_\_\_\_\_  
By: Laurel George  
Name: Laurel George  
Title: President + CEO

Date: 10/27/16

## EXHIBIT A

### SCOPE OF WORK

#### **General Description**

The mission of 211 Palm Beach/Treasure Coast is to connect people to services 24 hours a day by understanding their individual emotional, financial and community needs and to support the health & human service system as a whole. 211 Palm Beach/Treasure Coast, Inc. provides empathetic guidance and support to individuals and families in distress or in need of information about health and human service programs. 211 Palm Beach/Treasure Coast, Inc. operates a 24-hour per day, 365 day per year telephone helpline/hotline service providing an array of support and assistance, including information, assessment, advocacy, referral and linkage to appropriate community agencies, as well as crisis intervention and suicide prevention. 211's Palm Beach/Treasure Coast, Inc. Community Resource Database is the foundation of 211's Palm Beach/Treasure Coast, Inc. operation and consists of information on community health and human services which is collected, maintained and made available via telephone (by calling 2-1-1), in printed directories and on the web at [www.211palmbeach.org](http://www.211palmbeach.org). 211 Palm Beach/Treasure Coast is expected to maintain the website and database at a level comparable in quality and usability to similarly situated crisis/information/referral agencies.

#### **Accreditation**

211 Palm Beach/Treasure Coast, Inc. is accredited by the American Association for Suicidology (AAS) and was the first agency in the State of Florida and the fifth in the nation to receive accreditation by the national Alliance of Information & Referral Systems (AIRS). Locally, 211 Palm Beach/Treasure Coast, Inc. has successfully completed the Nonprofits First initial and supplemental accreditation process related to sound nonprofit management. A certificate of accreditation signifies adherence to the standards and quality goals set forth by AAS, AIRS and Nonprofits First.

#### **Services**

Services provided by 211 Palm Beach/Treasure Coast, Inc. include and are defined as follows:

1. Information, Assessment, & Referral –
  - a. Assessing the caller's needs, identifying resources to meet those needs, and providing a referral to identified resources. This may involve assessment of the presenting situation and clarification of needs along with an evaluation of appropriate resources.
  - b. Providing a limited response to requests for non-complex information along with agency names, telephone numbers, addresses, program descriptions, eligibility criteria and application processes may be provided.
  - c. Providing direct telephone linkage to the needed service, upon caller request or upon affirmative response by the caller when this is suggested as an option.
  - d. Providing additional efforts to locate services in complicated or resource limited circumstances including the provision of intensive, short-term support in navigating the complex health and human services system.
2. Helpline Counseling Services – providing a telephone service that allows the caller to talk confidentially about their personal problems with an empathetic active listener, and providing crisis/suicide de-escalation when responding to the emotional state of the caller.

3. Emergency Intervention – providing assistance by contacting law enforcement, fire/rescue or the abuse registry.
4. Database Maintenance – collecting and maintaining up-to-date pertinent information related to available health and human services.
5. Web Site – providing up-to-date, pertinent, easily accessible information related to health and human services via the web.

### **Expectations**

When there is a State of Florida Shared 211 Database, it is expected by the COUNTY and CSC that 211 Palm Beach/Treasure Coast, Inc. will provide data to the State's comprehensive 211 database. Further, it is expected that 211 Palm Beach/Treasure Coast, Inc. will accurately capture, maintain and report on the various indicators identified by the COUNTY and CSC in the Deliverables/Reporting Section of this exhibit. Whenever possible 211 Palm Beach/Treasure Coast, Inc. will provide information directly produced through its various automated systems.

### **Deliverables/Reporting**

Deliverables shall include:

1. **Service Delivery Reports** containing the following information shall be charted and trended by month (including numbers and percentages), and provide twice per year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)
  - 1.1. Call Volume (Chart and Bar Graph)
  - 1.2. Call Type: By percentage (Line Graph)
  - 1.3. Problem/Needs: Total number with percentages (Chart only with added columns for total period percentages)
  - 1.4. Website: Number of visits and hits (Line Graphs)
  - 1.5. Online Resource Database: Number of visitors (Line Graph)
2. **Key Performance Indicators Report** containing the following information shall be reported twice per year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)

A 90% positive response rate will be received as measure through caller satisfaction surveys.

Information, Assessment and Referral Calls - Staff will exhibit quality service by scoring an average of 90% or better on the competency monitoring form.

Suicide Calls - Staff will exhibit quality service by scoring an average of 90% or better on the competency monitoring form.

100% of all providers in the database will be contacted annually to have them review and update their agency information for accuracy with a target of 75% of the providers submitting updated program data.

Resource Inquiries - Total utilization will remain level or increase as compared to the 2014 baseline (170,445 resource inquiries).

Print Information - Total production will remain level or increase as compared to the 2014 baseline (152,000 printed guides and directories).

211 Crisis/Suicide - 95% of suicide calls will be answered within 45 seconds.

Rape Crisis Violent Crime - 95% of rape crisis calls will be answered within 45 seconds.

National Suicide Prevention Lifeline - 95% of the National Suicide Hotline calls will be answered within 45 seconds.

Information, Assessment and Referral Calls - 90% of the Information, Assessment and Referral calls will be answered within 90 seconds.

3. **Overview Reports** containing a synopsis of trended information related to the Service Delivery Reports, Management Reports, and Key Performance Indicators Reports submitted twice a year:
  - January 31, 2017 (data reflects January 1, 2016 – December 31, 2016)
  - July 31, 2017 (data reflects January 1, 2017 – June 30, 2017)
4. **Annual Youth Yellow Pages** will be published and distributed throughout Palm Beach County and reported to the funders by October 31, 2017.

## EXHIBIT B

### FY2016-2017 Payment Schedule For Call Service Center Provided by Subcontractor

#### PAYMENT SCHEDULE

Total COUNTY AND CSC Contribution	Fiscal Year 2017
Palm Beach County Board of County Commissioners	\$152,457
Children's Services Council of Palm Beach County	\$126,422
<b>Total</b>	<b>\$278,879</b>

Upon receipt of payment from the County and CSC, United Way agrees to pay Agency according to the following payment schedule below:

*FY 2016-2017 (Oct. 1, 2016 – Sept. 30, 2017)	COUNTY DISBURSEMENT	CSC DISBURSEMENT	TOTAL TO SUBCONTRACTOR
October 2016	\$12,704.75	\$23,239.91	\$35,944.66
November 2016	\$12,704.75	\$23,239.91	\$35,944.66
December 2016	\$12,704.75	\$7,994.21	\$20,698.96
January 2017	\$12,704.75	\$7,994.21	\$20,698.96
February 2017	\$12,704.75	\$7,994.21	\$20,698.96
March 2017	\$12,704.75	\$7,994.21	\$20,698.96
April 2017	\$12,704.75	\$7,994.21	\$20,698.96
May 2017	\$12,704.75	\$7,994.21	\$20,698.96
June 2017	\$12,704.75	\$7,994.21	\$20,698.96
July 2017	\$12,704.75	\$7,994.21	\$20,698.96
August 2017	\$12,704.75	\$7,994.21	\$20,698.96
September 2017	\$12,704.75	\$7,994.29	\$20,699.04
TOTAL	\$152,457.00	\$126,422.00	\$278,879.00

\*Any payment periods which may have elapsed prior to the full execution of this Agreement or United Way's receipt of such applicable funds from the County and/or CSC shall be funded retroactively following receipt of said funds.

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