

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:

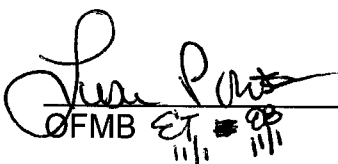
Funding Source is Palm Beach County

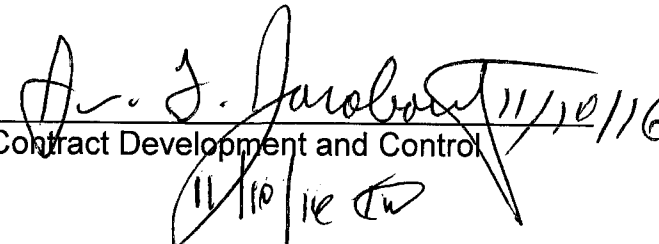
C. Departmental Fiscal Review:


 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. AL.

 11/10/16
 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director

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

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*
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. 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
Total	\$411,494

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.