

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 6, 2016 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Youth Services Department

Submitted For: Residential Treatment & Family Counseling Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

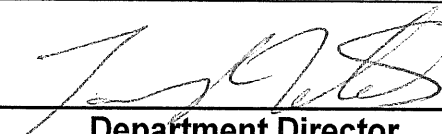
- A) Inter-Agency Agreement with the Florida Department of Children and Families (DCF) from December 20, 2016 to September 30, 2017 with automatic renewals on each October 1st, to certify local funds as a State match, for reimbursement of eligible expense consistent with Title IV-E under the Social Security Act; and
- B) Contract for Community Based Agencies with The Children’s Home Society of Florida (CHS) to become effective upon execution by the parties through September 30, 2017, in the amount of \$50,000 to provide Adoption Assistance services to eligible Title IV-E residents; and
- C) budget transfer of \$50,000 in the General Fund (Fund 0001) from Youth Services Administration (Unit 1501) to the Adoption Services program (Unit 2531) to establish the funding for the eligible program costs; and
- D) budget amendment to recognize the anticipated revenue from DCF of \$18,000 in the Adoption Services program (Unit 2531).


Summary: This Agreement with DCF will allow the County to submit claims for the cost of pre- and post-adoption services provided through the Contract with CHS, a Title IV-E, licensed child placing agency in Palm Beach County. Services are designed to encourage more adoptions out of the foster care/dependency system and assist children in their transition into a successful and lifelong adoptive setting. DCF receives federal funding and calculates reimbursement to the County using the Florida Safe Families Network (FSFN) Title IV-E Adoption Client Eligibility Rate for the month of service (currently 72.0123%), after which a 50% reimbursement rate is applied. The budget transfer and amendment will recognize the anticipated revenue of \$18,000 and establishes the \$50,000 budget for the eligible program expense. The net fiscal impact shall be funded by existing FY2017 ad valorem. Countywide (HH)

Background and Policy Issues: Title IV-E Adoption Assistance is defined by Section 473 of the Social Security Act. Palm Beach County Board of County Commissioners, through the Youth Services Department, was approved for funding for Adoption Assistance Activities by DCF. These services will be provided by CHS located in Palm Beach County. The overarching goal of the program is to reduce the length of stay for children in the dependency system. The program will work with case management by providing in-home and out-of home services. It will provide an opportunity for both the child and the prospective adoptive parent(s) to gain support, understanding, and the opportunity to work out transition issues prior to, during, and after and adoptive placement.

Attachments:

- 1. Inter-Agency Agreement with DCF
- 2. Contract for Community Based Agencies with CHS
- 3. Budget Transfer
- 4. Budget Amendment

Recommended by:  11/4/16
 Department Director **Date**

Approved by:  11/22/16
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs		\$50,000			
External Revenue		(\$18,000)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$32,000			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____

Budget Account **Exp No:**
 Fund 0001 **Dept** 153 **Unit** 2531 **Obj** 3401
 Rev No:
 Fund 0001 **Dept** 153 **Unit** 2531 **Obj** 6943

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

The net fiscal impact associated with this item will be funded by existing FY2017 ad valorem. The \$50,000 contract expense with CHS will be offset by the anticipated revenue from DCF.

Departmental Fiscal Review: Unnecessary _____
[Signature]
11/2/16

III. REVIEW COMMENTS

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

[Signature] 11/2/16
 OFMB ET 11/7 05
 11/1

[Signature] 11/17/16
 Contract Development & Control
 11/17/16

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**Inter-Agency Agreement
with the
Florida Department of Children and Families**

This Inter-Agency Agreement (Agreement) is entered into between the Florida Department of Children and Families (hereinafter referred to as "the Department") and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as "the Agency") and pursuant to section 409.017, F.S.

1. **Purpose:** This agreement will allow the Agency to submit claims to the Department for services that are consistent with the Social Security Act, sections 473 and 474, including:
 - a) Eligible services under Title IV-E Adoption Assistance as defined by the Social Security Act, section 473 up to the amount specified in Attachment A, Description of Services.
2. **Certification of match:** The Agency shall certify that the expenditures were made from public funds (45 CFR 235.66) and agrees to maintain documentation, such as invoices and billing receipts, of the amount of the expenditures and that these funds were not used to match any other Federal grant.
3. **Departmental responsibilities:**
 - a) The Department shall provide the technical assistance necessary for the Agency to file claims with the Department for reimbursement under Title IV-E of the Social Security Act.
 - b) The Department shall submit to the federal government the ACF-IV-E-1 federal report for administration of the Title IV-E program for the purpose of receiving federal reimbursement for eligible expenditures made and claimed by the Agency. The Department's obligation to reimburse local agencies under this agreement is subject to and contingent upon the Department's receipt of the federal reimbursement.
 - c) The Department shall communicate to the Agency in a timely manner any changes in state or federal policy that will require an adjustment of this Agreement.
 - d) The Department agrees to amend this agreement with additional services or a modification of services provided as appropriate.
4. **Agency claim submission documentation responsibilities:**
 - a) The Agency shall make claims for costs associated with the delivery of eligible services included in Attachment A, Description of Services.
 - b) The Agency shall ensure that all costs claimed through the Department are supported by documentation that will include copies of paid invoices, payroll records, time studies and approved methods for application of direct and directly

allocated costs in accordance with Attachment A, Description of Services. The Agency shall further ensure that all claims are based on actual costs incurred.

- c) The Agency shall submit a claim to the Department on a monthly basis by the 30th day of the month following the month of service. The Department retains the right to reject any claims submitted 60 days after the month of service.
- d) The Agency shall use the Department's approved claim format attached to this Agreement (Attachment B, Claim Submission Form) as the claiming document. Attachment B shall be completed and signed by an authorized employee of the Agency.
- e) Monthly Eligibility Rates for Adoption Assistance may be obtained by contacting the local contract manager listed in item 7(f) of this agreement.

5. Mutual responsibilities:

- a) The Department and the Agency understand and agree to fully comply with Section 409.017, F.S., 65C-19, Florida Administrative Code, OMB Circular 2 CFR 200, Uniform Guidance, Policy Announcement ACYF-CB-PA-97-01.
- b) The Department and the Agency shall each maintain adequate and separate accounting records. Both parties shall permit audit and/or examination of all such records, procedures and accounts at any reasonable time by authorized personnel of the U.S. Department of Health and Human Services or other pertinent federal agencies and authorized personnel of the Agency, the Department, the state Auditor General and other appropriate State entities. Personnel of such entities shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items, which are pertinent to the performance or payment under this Agreement, in order to audit, examine, or make excerpts of such records.
- c) The Department and the Agency understand and agree that payment and satisfaction of reimbursement under this Agreement will be from federal funds and that any false claims, false statements, false documents, or concealment of a material fact, may be prosecuted under applicable federal or state laws. The Department and the Agency also agree to retain for six years (or longer if under audit) such records as are necessary to fully disclose the extent of activities provided to individuals under the Title IV-E State Plan. The Department and the Agency also agree to furnish upon request all information regarding any reimbursement claimed for providing such activities.
- d) The Department and the Agency agree to safeguard and hold confidential client case record information required under any Federal or State statute, including Section 471 (a)(8) of the Social Security Act [42 USC §671(a)(8)].

6. Disallowance:

- a) If, during the term of this Agreement or afterward, the federal government declares a disallowance of federal funds or a deferral of federal payments and withholds funds from the Department because of a failure of the Agency to comply with the provisions of this Agreement, the Agency shall be liable to the Department for such monetary disallowance, which will be adjusted in the next claim. If there is no further claim the Agency shall, within 45 days from the Department's request, compensate the Department in the amount equal to the disallowance less any administrative costs.
- b) In any disallowance or deferral action by the federal government, should the Agency decide to contest such action with the Department's consent, the Agency shall be responsible for all legal fees and costs associated with the defense against the disallowance action. The Department shall cooperate with the Agency in the defense of such actions by making available Department staff to provide technical assistance to the Agency in preparing and prosecuting the Agency's defense, but the Department assumes no other liability for the defense of the disallowance.

7. Terms and conditions:

- a) This Agreement shall become effective **when executed by both parties** and shall be automatically renewed annually on October 1st, unless either party provides written notification of termination in the manner set forth herein, a minimum of thirty (30) days prior to the annual renewal date.
- b) The Department will consider all requests to modify the Inter-Agency Agreement between each annual renewal date. This Inter-Agency Agreement shall only be modified by a written agreement signed by all parties. Any such modification shall be effective as of the execution date of such written agreement.
- c) The Department and Agency understand and agree that participation in the Title IV-E reimbursement program requires that this Agreement be fully executed prior to submission of any IV-E claims for reimbursement.
- d) Either party may terminate this Agreement by serving a minimum thirty (30) days written notice to the other party. In order to assist the Agency in transitioning, the Department will agree to extend this time frame, upon request by the Agency, whenever possible this Inter-Agency Agreement shall only be modified by written agreement signed by all parties. Any such modification shall be effective as of the date of such written agreement.
- e) The Agency agrees to submit claims to the Department for eligible services in accordance with the limits set forth in Attachment A, Description of Services.
- f) Whenever either party desires to give notice of termination to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid,

return receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified by the receiving party below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for giving notice in this section. For the present, the Department and Agency designate the following:

The persons and addresses designated by the parties for receiving any notices of termination are:

For the Agency:
Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

For the Department, (Southeast Region):
Patty Tilford, Regional Program Administrator, Contracts
111 S. Sapodilla Ave.
West Palm Beach, FL 33401
(561) 227-6840

Liability: Nothing herein shall be construed as creating any additional right or cause of action by any third party against the Agency or any of its officers, agents and employees for any injury or harm incurred as a result of or in connection with Title IV-E of the Social Security Act. The Agency is a political subdivision of the State of Florida entitled to sovereign immunity pursuant to section 768.28, Florida Statutes, and no terms of this agreement shall constitute a waiver of sovereign immunity.

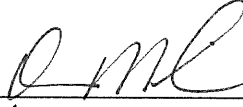
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In Witness Whereof, the parties cause this INTERAGENCY AGREEMENT to be executed by their duly authorized officials.

Palm Beach County Board of
County Commissioners

Florida Department of
Children and Families

By: _____
Signature

By: 
Signature

Mayor

Dennis Miles
Regional Managing Director

Date: _____

Date: 11/7/16

ATTEST:

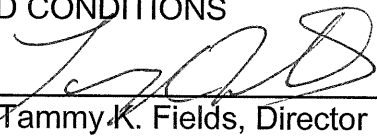
**SHARON R. BOCK
CLERK AND COMPTROLLER**

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Tammy.K. Fields, Director

Attachment A, Description of Services
Attachment A-1, **TITLE IV-E Local Match Funding Program Description Proposal**
Attachment B, Claim Submission Form

Attachment A Description of Services

I Title IV-E Adoption Assistance Administration

a) Annual Amount:

The Adoption Assistance Administration portion of this agreement shall not exceed \$50,000.00 annually.

1. Service Description

a) Pre and Post Adoption Service Activities (Attachment A-1)

The Agency will engage in an agreement with The Children's Home Society of Florida (sub-contract) to provide pre-adoptive and post-adoptive services to Title IV-E eligible children as determined by ChildNet, Inc., the local Community-Based care provider.

Positions funded through the sub-contract with The Children's Home Society of Florida will provide pre-adoptive and post-adoptive services to Title IV-E eligible children. Actual time spent providing pre and post adoptive services can be charged to the project. These activities are described in Title IV-E Local Match Funding Program Description Proposal (Attachment A-1). Positions that are not 100% dedicated to providing pre and post adoption services must track their time in a way that clearly identifies hours worked on the project. Documentation must be provided to the Department with the request for reimbursement.

In addition, actual time spent by the Agency can be charged to the project. These activities include coordination, management, support services and some overhead costs allocated to the project.

b) Allowable Cost:

Allowable costs include salaries, staff travel, office space and indirect costs. All direct costs are supported by either a signed certification statement attesting to the employee spending 100% of their time on this project or for those who did not work 100% of their time on the project, time sheets/logs must be maintained and submitted documenting time spent on the project. Indirect costs such as building rental and expense are allocated based on the proportion of occupied square footage. Expenditures from the Agency requires that an allocation methodology be approved by the Department.

The total costs of the sub-contract will be multiplied by the Florida Safe Families Network (FSFN) Title IV-E Adoption Client Eligibility Rate for the month of service and then the 50% reimbursement rate will be applied.

Example, total costs of \$50,000.00 times the FSFN Title IV-E Eligibility Rate of 72.0123% equals \$36,006.15, times 50% reimbursement rate equals \$18,003.08 reimbursement.

c) Documentation Required

Prior to the first claim to the Department, a copy of the sub-contract must be provided to the Department's contract manager for review and approval.

d) Performance Specification

1) Performance Measure

In evaluating the effectiveness of the activities under this Agreement, the number of children with finalized adoptions will equal or exceed the Department approved fiscal year targets set for the Community-based Care agency, ChildNet, Inc. Success for FY 16-17 will be prorated based on the agreement execution date.

2) Performance Evaluation Methodology

Compliance will be calculated as follows: Total number of finalized adoptions for each fiscal year that are documented in the Florida Safe Families Network (FSFN).

3) A report will be submitted by the Agency to the Department quarterly.

Attachment A-1

TITLE IV-E Local Match Funding Program Description Proposal

Palm Beach County Board of County Commissioners, through the Youth Services Department is requesting funding for Adoption Assistance Activities. These services will be provided by subcontracted, Title IV-E eligible, licensed child placing agencies located in Palm Beach County. The Palm Beach County Board of County Commissioners is willing to provide the required local match.

Adoption assistance services will involve activities designed to encourage more adoptions out of the foster care/dependency system, and assist children in their transition into an adoptive setting. Activities such as pre- and post-adoptive services and group sessions designed to expedite the adoption process and support adoptive families will be provided. Services will be provided to support children in the dependency system, with a case plan goal of adoption, and their adoptive parents in order to expedite the Termination of Parental Rights process, facilitate the adoption, stabilize the placement and optimize the families chances for a successful and permanent adoption. Post adoption services may also be provided to families who have already adopted when the adoption is at risk of disruption.

Major Program Goals

The overarching goal of the program is to reduce the length of stay for children in the dependency system. The program will work with case management by providing in-home and out of home services. It will provide an opportunity for both the child and the prospective adoptive parent(s) to gain support, understanding, and the opportunity to work out transition issues prior to, during, and after an adoptive placement. Children and their adoptive families will be supported with these services in order to reduce the stressful factors that negatively impact parent-child relationships. Family needs and problems that could disrupt adjustment will be addressed in order to optimize the chances of a successful and permanent adoption.

Clients to be Served

Clients to be served will be children in the dependency system with a case plan goal of adoption and families in the process of adopting a child from the dependency system. The program will focus on children with special needs, but will serve all children who are eligible. "Special needs" is defined as a child who has one or more of the following factors: is eight years old, is of African American or mixed heritage, is a member of a sibling group being placed together for adoption, has a physical or mental health concern, or has a documented developmental delay.

Client Eligibility

Adoption support services are to be provided to families and children residing in Palm Beach County. Children and families to be served will be referred by ChildNet's network of providers, and may include children with a case plan goal of adoption, children who are in the process of having their parental rights terminated, and families at risk of adoption disruption. The program may also serve families seeking to adopt a child from the dependency system, when a child has been identified for their home.

Pre-Adoption Service Activities

The pre-adoption service providers will thoroughly assess the capabilities and motivations of prospective adoptive families as well as the special needs of each child so that children may be matched to adoptive homes where they can develop to their fullest emotional, social and educational potential. Services to the adoptive families will be provided in order to better prepare them to properly understand the behavioral needs and challenges of children placed from the dependency system so that they may effectively care for the children placed in their homes.

Services for the adoptive families and children awaiting adoption may include crisis intervention; individual, group and family counseling to assist the child in coping with the termination of parental rights process; and separate adoption preparation groups for adoptive children and pre-adoptive parents, will be provided on a monthly basis or more frequently if needed.

Post-Adoption Activities

The post-adoption support services to families who have recently adopted or families at risk of adoption disruption will include individualized family support within the home. Additionally, services will include crisis intervention - individual, group and family counseling, as appropriate. Information and referral to other community resources that are identified as being needed will be provided in order to stabilize the family situation. Post-adoption support services will include follow-up contacts with each discharged family that adopted a child and was enrolled in services for at least 60 days. The contacts will be completed either in person or by telephone, as required by Section 39.812, F.S., as may be amended, and the Department's applicable Post Adoption Communications' policies, as may be amended, but not later than twelve months after case closure, or more frequently as determined appropriate by the sub-contracted provider. The purpose of the follow-up contact is to determine whether or not the adoptive child(ren) require additional services in the home. Separate post-adoptive support groups for adoptive parents and adoptive children will be held monthly or more frequently if needed.

**Attachment B, Claim Submission Form
Palm Beach County
Claim Submittal Form for Title IV-E Reimbursement
For the month of: _____**

	Total Expenditures	HSN Title IV-E Eligibility Rate for the Month of Service	Total Title IV-E Allowable	FFP Rate	Reimbursable/ Payment Amount	DCF OCA	EO
Title IV-E Adoption Assistance:							
Admin Costs	\$ -		\$ -	50%	\$ -	89XAM	AM
Total Title IV-E Adoption Assistance Invoice Payment					\$ -		

Example: Total Expenditures for Adoption Admin	50,000
FSFN Title IV-E Adoption Subsidy as of 06/30/16	<u>72.0123%</u>
Total Eligible Title IV-E Adoption Expenditures	36,006.15
FFP (Admin 50% and Training -Adoptive Parents 75%)	50.00%
Title IV-E Adoption Admin Reimbursement	<u>18,003.08</u>

CERTIFICATION: The Local Agency (County) certifies that these expenses, which were incurred in the month reported, were funded by unmatched public funds for Title IV-E eligible activities and eligible children.

Palm Beach County Certification and Approval	Department of Children and Families Approval:
Typed Name:	Typed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

revised 09/01/2016

CONTRACT FOR COMMUNITY BASED AGENCIES

This Contract is made as of the _____ day of _____, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Children's Home Society of Florida, a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 59-0192430.

WHEREAS, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY's services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

The COUNTY'S representative/liaison during the performance of this Contract shall be Tammy K. Fields, Department Director (telephone no. 561-242-5701).

The AGENCY'S representative/liaison during the performance of this Contract shall be Julie DeMar, Executive Director (telephone no. 561-868-4300).

ARTICLE 2 - SCHEDULE

- A. This Contract shall become effective when executed by both parties and remain in effect until September 30, 2017.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 12.

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of FIFTY THOUSAND DOLLARS (\$50,000). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Units of Service) or services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings

shall not exceed the estimated percentage of completion as of the billing date. The AGENCY shall submit monthly invoices to be received by COUNTY no later than the 15th of each month.

- B. The program and unit cost definitions for this Contract are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15th of each fiscal year. Any amounts not submitted by October 15th, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.
- D. All payments to AGENCY under this Contract are contingent upon the approval of the InterAgency Agreement between COUNTY and the Florida Department of Children and Families.
- E. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- F. COUNTY funding can be used to match grants from non-County sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates

or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 - INSURANCE

AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- A. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis
- C. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis
- D. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis
- E. **Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to

the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree 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 specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis
- G. **Certificates of Insurance**: Prior to execution of this Contract, AGENCY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS

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

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

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

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

ARTICLE 10 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

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

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 12 – AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. The AGENCY must maintain separate financial records for Community Based Agencies (CBA) contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CBA's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of

checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.

- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. Maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached Scope of Work, and the attached Units of Service are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- F. AGENCY agrees to submit outcomes in the report format as included in **Exhibit A**. Reports will be provided on a quarterly basis so that DEPARTMENT staff is able to determine performance of services being provided. The AGENCY agrees to submit final outcomes by October 15th in order to be in contract compliance and also to be able to determine AGENCY's progress in attaining its goals as outlined in the attached Scope of Work. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or consideration of future funding.
- G. AGENCY agrees to submit a demographic report, in the report format as included in **Exhibit A**, based on the clients served by the COUNTY funding. This report will be due yearly no later than October 15th. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted.
- H. AGENCY agrees that their allowable administration costs will not exceed fifteen percent (15%) of the contracted amount.

- I. AGENCY shall submit quarterly reports, in January, April, July and October, no later than the 15th of the month, and shall include the applicable data from the preceding quarter. The first report shall be due January 15th.

ARTICLE 13 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least six (6) years, or longer if notified by COUNTY, after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit compiled with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, 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:

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

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

The AGENCY will provide a final close out report and Financial Reconciliation Statement, in the form provided as set forth in **Exhibit C** on accounting for all funds expended hereunder not later than 30 days from the contract end date.

ARTICLE 14 - CONFLICT OF INTEREST

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

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 15 – DRUG-FREE WORKPLACE

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

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

assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2nd Street, Suite 1500, Miami 33131.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

Notwithstanding anything contained herein, AGENCY shall be required to submit each subcontractor's information to COUNTY, and COUNTY will provide written acceptance/non-approval to AGENCY.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - EXCUSABLE DELAYS

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

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 22 - ARREARS

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

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a

lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 24 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent Client records and refer Clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the Contract within thirty (30) days of the termination date.

ARTICLE 25 - SEVERABILITY

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the AGENCY, notices shall be addressed to:

Julie DeMar, Executive Director
The Children's Home Society of Florida
3333 Forest Hill Boulevard
West Palm Beach, FL 33406

ARTICLE 28 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy

guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

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

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

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

ARTICLE 29 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

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

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

perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 32 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself

with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

{Remainder of page left blank intentionally}

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
_____, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Heleen C. Heijnd*
County Attorney

By: *Tammy K. Fields*
Tammy K. Fields, Director

WITNESS:

AGENCY:

Kathryn Serock
Signature

The Children's Home Society of Florida
Company Name

Kathryn Serock
Name (type or print)

Julie DeMar
Signature

Julie DeMar
Typed Name

Executive Director
Title

(corp. seal)

EXHIBIT A

SCOPE OF WORK

Agency Name: The Children's Home Society of Florida (AGENCY)

Program Name: Adoption Assistance Program (Program)

Overview:

Adoption assistance services will involve Title IV-E eligible activities designed to encourage more adoptions out of the foster care/dependency system and assist children in their transition into a successful and lifelong adoptive setting. Activities such as pre- and post-adoptive services and group sessions designed to expedite the adoption process and support to adoptive families will be provided.

Services will be provided to support children in the dependency system, with a case plan goal of adoption, and their adoptive parents in order to expedite the Termination of Parental Rights (TPR) process, facilitate the adoption, stabilize the placement and optimize the family's chances for a successful and permanent adoption. Post adoption services may also be provided to families who have already adopted when the adoption is at risk of disruption and the adopted child has been determined Title IV-E eligible.

Medicaid reimbursable services will not be provided. If a service is Medicaid reimbursable but will not be paid by Medicaid (i.e.: exceeded number of allowable units), this must be documented in the Client record.

The overarching goal of the Program is to provide pre and post adoption services to Title IV-E eligible children to reduce the length of stay in the dependency system by providing in-home and out of home services as described herein. It will provide an opportunity for both the child and the prospective adoptive parent(s) to gain support, understanding, and the opportunity to resolve transition issues prior to, during, and after the adoptive placement. Children and their adoptive families will be supported with these services in order to reduce the stressful factors that negatively impact parent-child relationships. Family needs and problems that could disrupt adjustment will be addressed in order to optimize the chances of a successful and permanent adoption.

The Program and services delivery shall follow the adoption policies and procedures of ChildNet, Inc., (ChildNet) the lead community-based care agency that provides foster care and related services in Palm Beach County. AGENCY shall ensure that there is a Memorandum of Understanding (MOU) in place with ChildNet for these services.

Clients to be served:

Clients to be served will be Title IV-E eligible children (Client) in the dependency system with a case plan goal of adoption and families in the process of adopting a child from the dependency system. The Program will focus on children with special needs, but will serve all children who are eligible. "Special needs" is defined as a child who has one or more of the following factors: is eight years old, is of African American or mixed heritage, is a member of a sibling group being placed together for adoption, has a physical or mental health concern, or has a documented developmental delay.

Client Eligibility:

Eligibility screenings will be completed to ensure that Medicaid reimbursable services are not provided. Clients who are Title IV-E eligible will be provided services under this agreement, and shall be confirmed on each date of service. Documentation of IV-E eligibility will be maintained in the Client's case file.

Adoption support services are to be provided to families and children residing in Palm Beach County. Children and families to be served will be referred by ChildNet's network of providers, and may include: (i) children with a case plan goal of adoption; (ii) children who are in the process of having their parental rights terminated; or (iii) families, with an identified Title IV-E eligible child, at risk of adoption disruption. The Program may also serve families seeking to adopt a child from the dependency system, when a child has been identified for their home.

Pre-Adoption Services:

Services for the adoptive families and children awaiting adoption may include crisis intervention; individual, group and family counseling to assist the child in coping with the termination of parental rights process; and separate adoption preparation groups for adoptive children and pre-adoptive parents, on a monthly basis or more frequently if needed. Only non-Medicaid reimbursable services will be provided.

The pre-adoption Specialists will thoroughly assess the capabilities and motivations of prospective adoptive families as well as the special needs of each child so that children may be matched to adoptive homes where they can develop to their fullest emotional, social and educational potential. Services to the adoptive families will be provided in order to better prepare them to properly understand the behavioral needs and challenges of children placed from the dependency system so that they may effectively care for the children placed in their homes.

Post-Adoption Services:

The post-adoption support services to families who have recently adopted or families at risk of adoption disruption that will include individualized family work within the home. Additionally, services will include crisis intervention, individual, group and family counseling, as appropriate. Information and referral to other community resources that are identified as being needed, will be provided in order to stabilize the family situation. Only non-Medicaid reimbursable services will be provided.

Post-adoption support services will include making follow-up contacts with each discharged family that adopted a child and was enrolled in services for at least 60 days. The contacts will be completed either in person or by telephone as required by Section 39.812, F.S., as may be amended, and the Florida Department of Children and Families' (DCF) applicable Post Adoption Communications' policies, as may be amended, but not later than twelve months after case closure, or more frequently as determined appropriate by the AGENCY. The purpose of the follow-up contact is to determine whether or not the adoptive child(ren) require additional services in the home. Separate post-adoptive support groups for adoptive parents and adoptive children will be held monthly or more frequently if needed.

Post-Adoption Communication:

Post adoption communication is a legislatively mandated requirement found in s.39.812,F.S., as may be amended, intended to increase post adoption support provided to families. AGENCY shall comply with

the aforementioned Statute and Florida Department of Children and Families' Post Adoption Communication policy CFOP 170-12, as may be amended.

Staff Qualifications:

The Pre- and Post-Adoption Specialist (Adoption Specialist) will have a minimum of a Bachelor's Degree with two years of experience and have a Child Welfare Certification.

Rate Methodology:

The Adoption Specialist salary with benefits is \$24.81/hour. The rent/utilities/maintenance for the employee is \$0.85/hour. The total hourly rate for the Adoption Specialist providing service to the Title IV-E Eligible Client is \$25.66/hr.

Florida Safe Families Network (FSFN) data will be maintained to track all Title IV-E Client's served. Documentation to support the IV-E determination will be maintained in FSFN and the child's case file is subject to audit by the DCF and COUNTY. The monthly invoice shall be submitted with the Title IV-E Adoption Services Log (Log), as depicted in the attached **Exhibit A, Attachment 1**. Both the invoice and the Log shall include a total number of hours served during the month from which the reimbursement amount will be calculated, based on the hourly rate identified by this Contract's Rate Methodology/Unit of Service.

Both the monthly invoice and the Log shall also include the following required DCF attestation statement, as may be revised by DCF, certifying that all children served have been determined Title IV-E eligible on the date of service.

Attestation statement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award.

I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise."

Program Outcomes:

The following outcomes will be tracked:

- 95% of children served shall not experience a recurrence of maltreatment, verified or indicated, within 12 months after termination of services
- 201 children will attain "Finalized Adoption" status
- 80% of children placed for adoption will attain "Finalized Adoption" status within 12 months of referral to AGENCY

Quarterly Reports Submission:

AGENCY will provide quarterly data for all participants funded in this Contract. Each quarterly report will contain the following information:

- FSFN individual youth identifier
- Services including dates and times provided
- # of children served in pre-adoption
- # of children served in post-adoption
- Additional reports, as may be requested by COUNTY

Annual Reports Submission:

- Demographic information available as shown on the attached **Exhibit A, Example 1.**

Number of Clients Served:

AGENCY will provide services to Clients residing in Palm Beach County, based upon ChildNet's annual goal of Finalized Adoptions. The goal is set annually based upon DCF'S fiscal year (July thru June); however, services performed under this Contract will be provided in accordance with the schedule and term as stated in Article 2, but shall not to exceed a total of 1,948 hours of service to those Clients based on the hourly rate of this Contract's Rate Methodology/Unit of Service.

Exhibit A, Attachment I

Title IV-E Adoption Services Log

Adoption Specialist	FSFN Child ID	Service Activities Provided	Pre-Adoption or Post-Adoption	Verified Client is IV-E Eligible?	Date of Service	Begin Time	End Time	Total Hours Worked	
								Total Hours Billed:	
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award.</i></p> <p><i>I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.</i></p>									
<p>Signature _____</p> <p>The Children's Home Society of Florida</p>									

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Page ____ of ____

Exhibit A, Example 1

Part 1: General Information										Part 2: Financial Data											
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Category	Sub-Category	Code	Notes	Revenue	Cost	Profit	Margin %	Revenue	Cost	Profit	Margin %	Revenue	Cost	Profit	Margin %
1001	Item A	EA	10	100	1000	Electronics	Mobile	1001	Standard Item	1000	500	500	50%	1000	500	500	50%	1000	500	500	50%
1002	Item B	EA	5	200	1000	Electronics	Mobile	1002	Standard Item	1000	500	500	50%	1000	500	500	50%	1000	500	500	50%
1003	Item C	EA	10	100	1000	Electronics	Mobile	1003	Standard Item	1000	500	500	50%	1000	500	500	50%	1000	500	500	50%
1004	Item D	EA	5	200	1000	Electronics	Mobile	1004	Standard Item	1000	500	500	50%	1000	500	500	50%	1000	500	500	50%
1005	Item E	EA	10	100	1000	Electronics	Mobile	1005	Standard Item	1000	500	500	50%	1000	500	500	50%	1000	500	500	50%

SAMPLE DATA ONLY

EXHIBIT B

UNITS OF SERVICE RATE AND DEFINITION

COMMUNITY BASED AGENCY	The Children's Home Society of Florida	
Service Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
<p><u>Service:</u> Adoption Assistance Program</p> <p><u>Definition of Unit of Service:</u> A unit of service is defined as one hour of service to provide adoption assistance to assist children in their transition into a successful and lifelong adoption setting, including client eligibility, pre- and post-adoption activities. Activities may include referrals, case plans, crisis intervention, individual/group/family counseling, adoption preparation groups, follow-up contact to determine continuing service needs, provide support groups and travel time related to these activities.</p>	\$ 25.66	\$ 50,000
TOTAL CONTRACT	\$50,000	

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract/Agreement between Palm Beach County Board of County Commissioners (County) and _____

(Resolution # _____) (Agency), effective _____, 20____, for (describe subject) _____

_____, attached is a final financial reconciliation of the funds provided by Palm Beach County.

As shown in the attached (mark applicable box):

- All funds provided by County were spent in accordance with the provisions of the Contract/Agreement; and total administrative expenses did not exceed fifteen percent (15%)

OR

- There were under expenditures in the amount of \$ _____, which pursuant to the Contract/Agreement, will be returned to County by (enter date) _____; all other funds were spent in accordance with the provisions of the Contract/Agreement.

The undersigned states that he/she is the Chief Financial Officer or other individual dually authorized as stipulated in the Contract/Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of County funds under the Contract/Agreement.

Signature

Date

Print Name

2017-0182

BGEX 1501103160000000000284

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/03/2016	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-150-1501-3140 Contractual Services	185,733	185,733	0	50,000	135,733	0	135,733
0001-153-2531-3401 Other Contractual Services	0	0	50,000	0	50,000	0	50,000
TOTALS			50,000	50,000			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF 12/06/2016

YOUTH SERVICES DEPARTMENT
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Ursula Sierra 11-3-16
Lisa Pines 11/3/16

Deputy Clerk to the
Board of County Commissioners

2017-0183

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX 150 1103160000000000286
BGRV 150 1103160000000000073

BUDGET AMENDMENT
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/03/2016	REMAINING BALANCE
<u>REVENUE</u>							
0001-153-2531-6943 Reimbursed Expenses - Other	0	0	18,000	0	18,000	0	18,000
TOTAL RECEIPT AND BALANCES	1,250,360,402	12,505,328,222	18,000	0	12,505,346,222		12,505,346,222
<u>EXPENDITURES</u>							
0001-820-9900-9901 Contingency Reserves	20,000,000	20,802,520	18,000	0	20,820,520	0	20,820,520
TOTALS APPROPRIATIONS AND EXPENDITURES	1,250,360,402	1,250,532,822	18,000	0	1,250,550,822		1,250,550,822

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 12/06/2016

YOUTH SERVICES DEPARTMENT
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Yvonne D. ... 11-4-16
Joe ... 11/8/16

Deputy Clerk to the
Board of County Commissioners