

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 7, 2020      [X]   Consent   [ ]   Regular
                                   [ ]   Ordinance [ ]   Public Hearing

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

Motion and Title: Staff recommends motion to approve: a Contract for Provision of Financial Assistance with The Glades Initiative, Inc., for the three (3) year period October 1, 2019 through September 30, 2022, in an amount totaling \$426,159, of which \$142,053 is budgeted for FY 2020 with an anticipated annual allocation of \$142,053 in each subsequent fiscal year, contingent upon a budgetary appropriation by the Board of County Commissioners, for the term of this contract, for the provision of financial literacy training and access to care services.

Summary: On July 2, 2019, the Board of County Commissioners (BCC) approved funding allocations for the Financially Assisted Agencies (FAA) Program. The contract being recommended in this item reflects dollar amounts included in the FY 2020 budget. This contract represents \$142,053, of the total FAA funding allocation of \$13,299,507 in FY 2020. This contract represents 20% of The Glades Initiative Inc.'s total operating budget of \$694,893. It is the only program currently in effect with The Glades Initiative, Inc. The Glades Initiative, Inc., will assist extremely low-income families in efforts to increase the financial stability of local residents through navigation services with access to health care coverage, Supplemental Nutrition Assistance Program (SNAP) benefits, financial literacy education and access to healthy food through food bank and pantry services. In FY 2018, The Glades Initiative, Inc. served 50 clients with training and access to care services. Under this new contract, The Glades Initiative will serve 60 households. Karis Engle, employee of The Glades Initiative, Inc., is a member of the Farmworker Program Advisory Board. The Farmworker Program Advisory Board provides no regulation, oversight, management, or policy-setting recommendations regarding contracts. Disclosure of this contractual relationship is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. (Financially Assisted Agencies) Countywide (HH).

Background and Justification: In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The FAA Program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state, and local funding sources that support the County's system of care. The BCC has directed staff to pursue data-driven, evidence-based programming and outcome measures that ensure effective changes in the lives of those in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis, and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Contract for Provision of Financial Assistance

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Recommended By: J. Taveras 12/3/19
                  Department Director      Date

Approved By: Nancy L. Both 12/10/19
               Assistant County Administrator      Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

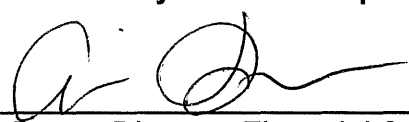
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$142,053	\$142,053	\$142,053		
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$142,053	\$142,053	\$142,053		

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X


Budget Account No.:
 Fund 0001 Dept. 740 Unit 2060 Obj. 8201 Program Code ES/P Program Period:
VAR

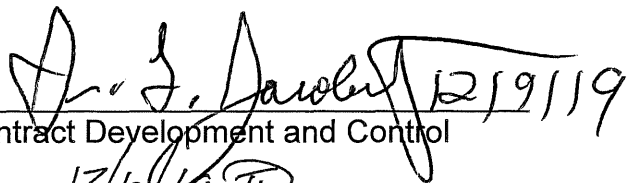
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Palm Beach County Ad Valorem

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

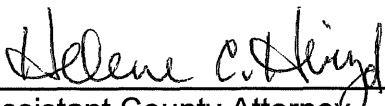
III. REVIEW COMMENTS

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

 12/6/19
 OFMB AD EB
 12/4 12/4

 12/9/19
 Contract Development and Control
 12/6/19 TW

B. Legal Sufficiency:

 12-9-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Glades Initiative, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 01-0733180.

WHEREAS the AGENCY has proposed providing certain services under the Service Area of Economic Stability/Poverty; and

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

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 Scope of Work and Service Units in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 2 – SCHEDULE

The term of this Contract shall be for one (1) year, starting October 1, 2019 and will automatically renew for two (2) one (1) year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the Programmatic Requirements.

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount **FOUR HUNDRED TWENTY SIX THOUSAND, ONE HUNDRED AND FIFTY NINE DOLLARS (\$426,159) OVER A THREE YEAR PERIOD OF WHICH ONE HUNDRED FORTY TWO THOUSAND AND FIFTY THREE DOLLARS (\$142,053) IS BUDGETED IN FY 2020 WITH AN ANTICIPATED ANNUAL ALLOCATION ONE HUNDRED FORTY TWO THOUSAND AND FIFTY THREE DOLLARS (\$142,053) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS Contract.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this contract are set forth in Exhibit B. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract no later than September 30th of each fiscal year. Any amounts not submitted by September 30th, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, AGENCIES are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-AGENCIES, AGENCY must also ensure that all sub-AGENCIES are registered as AGENCIES in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-AGENCY register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-AGENCIES are registered in VSS.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 - AMENDMENTS TO FUNDING LEVELS

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in each contract year unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

ARTICLE 7 - INSURANCE

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 the 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.

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.

E. **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 pre-loss 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.

F. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in **NOTICES**, a 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. Such Certificate(s) of Insurance shall include a minimum ten (**10**) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners
Community Services Department
810 Datura St.
West Palm Beach, FL 33401

- G. **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.
- H. **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 8 - 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.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS:

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

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

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

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

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

ARTICLE 11 - REGULATIONS; LICENSING REQUIREMENTS

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. 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.

ARTICLE 12 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY

retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 13 - 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 14 - AGENCY 'S PROGRAMMATIC REQUIREMENTS

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

- A. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Community Services 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. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. County assistance shall not exceed 25% of the agency's total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The Agency must provide a report at the end of the fiscal year showing that it is within the 25% of the FAA Administrative code.
- C. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.
- D. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- E. AGENCY shall ensure that 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.
- F. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A and Units of Service Rate and Definition, Exhibit B are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the County. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- G. AGENCY shall be monitored by the information within the contract, Exhibit A, Exhibit B, and current FAA monitoring tool.
- H. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
- I. AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. Outcomes are to be entered for each program as clients are served into the designated reporting system. Data submitted shall clearly document all client admissions and discharges which occurred under this Contract and documents all program participants, programs and strategies which occurred under this Contract, if applicable. Data entered in the designated website reporting system shall be consistent with the data maintained in the AGENCY'S client files. Data that is entered incorrectly must be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted. Agency shall enter client outcomes into the designated data reporting

system, within ten (10) business days of the client program outcome measurement. Data that is required to be collected includes gender, veteran status, race – census categories, ethnicity-census categories, date of birth and age and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section.

- J. Agencies receiving County funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

For Behavioral Health contracts, the Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements.

Final client data entry must be completed by October 15th of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A.

- K. All Behavioral Health Agencies providing care coordination services shall provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the county. If new Behavioral Health service agencies are needed, the care coordination shall get approval from the Assistant Director Community Services Department.

- L. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Contract or as required by law.

- M. AGENCY shall have clearly written eligibility criteria and process that includes the following:

- a. Client must be a resident of Palm Beach County.
- b. Eligibility for Economic Stability and Poverty Program must
 - be income based
 - have income documented
 - have methods of eligibility determination must be kept in each individual client file.
 - show that eligibility policy was followed for each client according to the agencies policy on determining eligibility.
- c. Eligibility for Homelessness must be according to the Federal HUD Guidelines.
- d. Eligibility for Seniors must be age of sixty (60) and above.

- N. Disclosure of Incidents:

AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the FAA Incident Notification Form within twenty four (24) hours.

This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

- O. For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the FAA Incident Notification Form within twenty four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- P. AGENCY that provide services or will be around children, the elderly and other vulnerable adult populations, will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.
- Q. AGENCY shall have an approved Succession Plan indicating how they plan to communicate to COUNTY if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
- R. AGENCY shall notify COUNTY through the FAA Incident Notification Process and follow up with the FAA Incident Notification Form within fourteen (14) business days of the following:
 - 1. Resignation/Termination of CEO, President and/or CFO.
 - 2. Resignation/Termination of Key FAA funded staff.
 - 3. FAA Funded Staff vacancy position over 90 days.
 - 4. Loss of funding from another Funder that could impact service delivery.
 - 5. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - 6. Other incidents that may occur unexpectedly and is not covered above.
- S. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications, including but not limited to:
 - 1. Racial Equity Training,
 - 2. ACEs (Adverse Childhood Experiences) training,
 - 3. Trauma informed care training,
 - 4. Cultural competency training.
 - 5. Behavioral Health Agencies Only - AGENCY shall ensure that staff receive wraparound training.

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

W. Agency Engagement

Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about CSD: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the Agency or program funded under this Contract and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency’s website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

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

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

Specific Activities – Recommended:

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Contract or the program funded under this Contract so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency’s main office/lobby and all additional

- work/service sites visible to the public, identifying CSD and County as a funder.
- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
 - Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.
- X. The logic model attached at Exhibit "D" is incorporated into this Contract, and may be amended during the term of this Contract. AGENCY agrees to comply with the logic model as amended.

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

ARTICLE 15 – AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). **Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure will not be accepted.**

All new FAA funded agencies will complete certification within eighteen (18) months of their initial County contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their contract period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption Process. This request must be received by the FAA Grant Compliance Specialist by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification stated above.

The FAA Nonprofit First exemption requires documentation of certification from another funding or oversight body recognized by their industry, or if there Agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If the Agency is funded by another funder, they may require the Nonprofit First Certification. The FAA Nonprofit First exemption only exempts the Agency from FAA program requirements.

ARTICLE 16 – ACCESS AND AUDIT REQUIREMENTS

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

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

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

**Community Services Department
Attn: FAA Program Monitor**

**Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 17 - CONFLICT OF INTEREST

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

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

ARTICLE 18 - DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Paragraph A.
- D. In the statement specified in 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 19 - AMERICANS WITH DISABILITIES (ADA)

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - 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 22 - SUBCONTRACTING

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

ARTICLE 23 - 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 Agencies 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 24 - EXCUSABLE DELAYS

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

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

ARTICLE 25 - 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 26 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 27 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- 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.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 28 – 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 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify

the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 30 - NOTICES

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

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Karis Engle, President & CEO
The Glades Initiative, Inc.
141 SE Ave C
Belle Glades, FL 33430

ARTICLE 31 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, Agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which

would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be made available to each officer, employee, board member, and AGENCY 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 32 - SCRUTINIZED COMPANIES

A. 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 AGENCIES who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **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 AGENCIES 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 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 33 - 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, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 34 - CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 35 - FEDERAL AND STATE TAX

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

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

ARTICLE 36 - AUTHORITY TO PRACTICE

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

ARTICLE 37 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Dave Kerner Mayor

:

AGENCY:

The Glades Initiative, Inc

Agency's Name Typed

DocuSigned by:
BY: Karis Engle
36C40D26C668414...
Authorized Signature

Karis Engle, President/CEO

Agency's Signatory Name and Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

BY: _____
Assistant County Attorney

DocuSigned by:
BY: James Brown
BF34EF22BFD492...
Department Director

**SCOPE OF WORK
2020 – 2022 FINANCIAL ASSISTANCE**

Agency Name: The Glades Initiative, Inc.

Program Name: Connecting the Glades

Location: Palm Beach County

Target Population: The target population for our services are low income residents of the Glades area.

Funding Priority: Economic Stability/Poverty

Overview:

The Glades Initiative increases the financial stability of thousands of residents through navigation services with access to health care coverage, SNAP benefits, access to healthy food through The Glades Area Food Bank and pantry services, and Financial Literacy Education. Reduced medical expenses, SNAP dollars and healthy food from the pantry all increase a household's disposable income.

Services:

The Agency shall provide the following services:

- Assist a minimum of 60 low-income households with navigation including application assistance for Medicaid, SNAP, Health and Human Services referrals and other services.
- Provide food services for our clients and our food bank member organizations.
- Complete a minimum of 2 outreach activities per month to engage hard-to-reach, limited English proficient families, reaching an average of 40 residents per month.
- Maintain communication through our weekly eblast, with a minimum of 2,200 subscribers. We will maintain communication, as well, through web based calendar and our Glades Area Resource Guide.
- Provide Financial Literacy services to 30 individuals with a Pre/Post testing.

The Agency agrees to keep client files.

Number of (unduplicated) Clients Served through FAA:

60 households

**UNITS OF SERVICE RATE AND DEFINITION
2020 – 2022 FINANCIAL ASSISTANCE CONTRACT**

Agency Name: The Glades Initiative, Inc.
Program Name: Connecting the Glades

Description	Unit Cost	Total FY20	Total FY21	Total FY22	Total 3 Year Contract Amount
<u>Connecting the Glades</u> A unit of service is defined as one (1) hour of staff time in direct services.	\$118.38	\$142,053	\$142,053	\$142,053	\$426,159
Total Contract over a three (3) year period		\$142,053	\$142,053	\$142,053	\$426,159

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

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective _____, 201__, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

Signature

Date

Print Name



Exhibit D

Page 1 FY 2020 (Contract Year 2020-22) Financially Assisted Agencies (FAA) Logic Model/Evaluation Plan

ALL INFO MUST FIT ON THIS PAGE



Agency Name	The Glades Initiative, Inc.	Program Name	Connecting the Glades
Problem Statement	Low income residents in the Glades face increased financial instability due to lack of resources and knowledge of financial literacy.		
Program Goals	The goal is to increase the financial stability of residents in the Glades.		
ACTIVITIES	OUTPUTS	OUTCOME STATEMENT	OUTCOME INDICATOR
The activities or interventions provided to the target population in order to achieve the outcome.	(1) The size and scope of the activities (interventions, treatments, workshops, classes, services, etc.) that result in a change in the participant (successful outcome). (2) Timeframe for completion of the activity. (3) Total # of participants provided the activity/intervention.	The qualitative statement of positive change in knowledge, attitude, skills, behavior, or condition of the participant(s) receiving the activity/intervention for the specified timeframe. The statement does not include numbers. <u>Example:</u> Participants will live in stable, violence free housing.	The quantitative measure of the projected number/percentage of participants to achieve the outcome in the expected timeframe during the contract period. Enter the outcome indicator in the following format <u>example:</u> 25 out of 50 participants, or 50%, will live on stable, violence free housing upon exiting the program.
A. The Glades Initiative will provide Navigation services to 60 low income individuals. . B. The Glades Initiative will provide 6 financial literacy training sessions to low income residents. tracked by PBC Community Services. Topics covered in the curriculum may include: 1. Bank on It – basic bank services 2. Borrowing Basics – introduction to credit 3. Check it Out – choosing and using a checking account 4. Money Matters – keeping track of money 5. Pay Yourself First – importance of saving 6. Keep it Safe – your rights as a consumer 7. To Your Credit – how credit history affects future credit 8. Charge it Right – using credit cards 9. Loan to Own – borrowing before you buy 10. Your Own Home – home ownership basics	A. 60 Individuals will receive Navigation services by the end of the contract year. B. 6 financial literacy training sessions of 1 - 1 1/2 hours each will be offered to a minimum of 30 unduplicated participants. Participants can take as many sessions as desired.	A. Individuals served who increase disposable income for basic living expenses and maintain an increase for 90 days or more.	A. 30 of 60 or 50% of individuals served who increase disposable income for basic living expenses and maintain an increase for 90 days or more.



Page 2 FY 2020 (Contract Year 2020-22) Financially Assisted Agencies (FAA) Logic Model/Evaluation Plan

ALL INFO MUST FIT ON THIS PAGE



Agency Name: The Glades Initiative, Inc.		Program Name: Connecting the Glades	
TRACKING	MEASURING	INTERNAL EVALUATION	
Describe the process for tracking or documenting clients, from program entry to exit, that will be served by FAA funds. Describe how data is maintained. If a data management system is used include the name of the data system.	<p>(1) Describe the method (when, how, any requirements and/or exceptions) for measuring clients, beginning with baseline data when clients enter program, and additional measurement periods (example - quarterly, after 6 months, upon exiting program).</p> <p>(2) Enter name of the tool (survey, instrument, attendance log, case record, pre/post test, etc.) used to measure achievement of outcome.</p>	<p>Describe the agency's policy and procedure for the internal evaluation of the FAA program outcome including, but not limited to the following:</p> <p>(1) Title of the staff person(s) responsible for internal evaluation of the FAA program.</p> <p>(2) The frequency of internal evaluation</p> <p>(3) Determination if program is on track for achievement. The program must define the requirements for being on track. If not on track for achievement provide explanation and/or strategy for improving.</p> <p>(4) Attach a copy of the agency's internal evaluation policy procedure.</p>	
<p>A. Staff will assist client with Navigation services. Staff will enter required information into the HMIS. Within 45 days of application submission, Staff will follow up with client to determine outcome. Within 45 days after application submission, the FL Department of Children and Families returns report to The Glades Initiative, staff will confirm outcome. Within 60 days of application submission, staff will enter ourcome information in to the HMIS.</p> <p>B. Staff will collect completed pre and post-tests for participants. After scoring the pre and post-tests, staff will complete an agency spreadsheet with information about the participant, class sessions attended along with pre and post-test scores. Data is maintained on an internally shared computer hard drive.</p>	<p>A. After client has received Navigation assistance, client information will be reported into HMIS system. Within 60 days of application submission, outcome data will be reported into the HMIS . 2) Tool includes report from DCF with outcome information received within 45 days of application submission. Client reported information will also be obtained.</p> <p>B. The participants pre/post tests will be collected before and after each session. After scoring the pre and post-tests, staff will enter the data into an agency spreadsheet with information about the participant, dates of class sessions attended along with pre and post-test scores. The Glades Initiative will main the records on file and compile the scoring results to report on the outcomes each quarter on an excel spreadsheet. The Director of Operations is responsible for reporting any data on a monthly basis to the CEO. CEO is responsible to report DCF reported data to PBC staff. 2) Attendance log along with pre/post test are used to measure the achievement of outcome.</p>	<p>A. Community Resource Educator and Director of Programs are responsible for internal evaluation of the Navigation services. 2) The Director of Programs will review data monthly. 3) The program will be on track if 50% of the outcome within the first 6 months, and 100% by the end of the fiscal year. If the program is not on track for achievement we will provide an explanation and/or strategy for improving.</p> <p>B. Internal evaluation of the FAA program outcome for Financial Literacy includes:</p> <p>(1) Director of Communications submits internal 2)monthly FAA data reports to President/CEO for review. These monthly reports are a compilation of the accumulated data and submitted to PBC quarterly.</p> <p>(2) The program is on track for achievement if we have accomplished 50% of the outcome within the first 6 months, and 100% by the end of the fiscal year. If the program is not on track for achievement we will provide an explanation and/or strategy for improving.</p>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Milton Carpenter Insurance, Inc. 135 S. E. Avenue C P.O. Box 1270 Belle Glade FL 33430		CONTACT NAME: Jennifer Ruiz PHONE (A/C, No, Ext): (561) 996-7211 FAX (A/C, No): (561) 996-2601 E-MAIL ADDRESS: jennifer@miltoncarpenterins.com	
INSURED The Glades Initiative Inc. 141 SE Ave C Belle Glade FL 33430		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL19102901751 **REVISION NUMBER:**

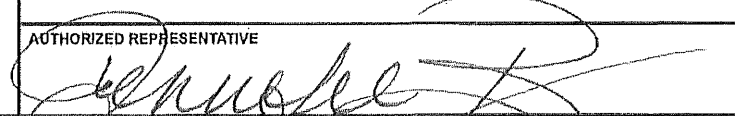
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1996024	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Non-owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1996024	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea-accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			105522688	11/03/2019	11/03/2020	D&O Limit \$1,000,000 Crime Limit \$450,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's officers, employees, and agents is listed as an additional insured with respects the the general liability.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS AUTO SCHEDULE

POLICY NUMBER: PHPK1861569

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION								TERRITORY		
	Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)								Town or City & Zip where the Covered Auto will be principally garaged		
1	2014 ISUZU NPR HD, 54DC4W1B4BS002143								135 Belle Glade, FL 33430		
2	2011 GMC SAVANA, 1GTW7GCA4B1127706								135 Belle Glade, FL 33430		
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Uses = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Lab.	Phy. Dam.	Lab.	Phy. Dam.			
1	LOCAL	S	15,000	5	1.050	0.750			21199	40,000	
2	LOCAL	S	5,000	8	1.000	1.000			01199	27,840	
Total Premium											
Covered Auto No.	LIABILITY		AUTO. MED.		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VA ONLY)						
	Limit (in thousands)	Premium	Limit	Premium	Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person		Premium				
1	1,000	1,769.00	2,000	9.00							
2	1,000	1,684.00	2,000	9.00							
Total Premium		3,453.00		18.00							
Covered Auto No.	PERSONAL INJURY PROTECTION		P.P.I. (Mich, Only)		UNINSURED/UNDERINSURED						
	Limit stated in each P.I.P. end.	Premium	Limit stated in each P.P.I. end.	Premium	Limit (in thousands)	Premium	UM	UIM			
1	SEE FORM(S)	33.00			1,000	270.00	X	X			
2	SEE FORM(S)	33.00			1,000	270.00	X	X			
Total Premium		66.00				540.00					

BUSINESS AUTO SCHEDULE

POLICY NUMBER: PHPK1861569

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.	COMPREHENSIVE		SPEC. CAUSES OF LOSS	COLLISION	
	Deductible	Premium	Premium	Deductible	Premium
1	500	113.00		1,000	173.00
2	500	125.00		1,000	187.00
Total Premium		238.00			360.00
Covered Auto No.	TOWING & LABOR		Except for towing all physical damage loss is payable to you and the loss payee named below as Interests may appear at the time of the loss.	TOTAL	
	Limit per disablement	Premium		Premium	
1				2,367.00	
2			See Schedule(s)	2,308.00	
Total Premium				4,675.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

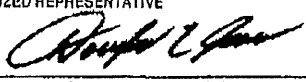
PRODUCER Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266	
	E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com	
INSURED Oasis Acquisition, Inc., a Paychex Company Alt. Emp: GLADES INITIATIVE, INC. 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: American Zurich Insurance Company 40142	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 19FL075731639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 29-38-687-17	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2019	06/01/2020	Client# 2486-1

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 GLADES INITIATIVE, INC.
 141 SE Avenue C
 BELLE GLADE, FL 33430

CERTIFICATE HOLDER GLADES INITIATIVE, INC. 141 SE Avenue C BELLE GLADE, FL 33430	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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