

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

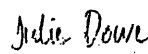
| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|------------------|------------------|------------------|------------------|------------------|
| Capital Expenditures | | | | | |
| Operating Costs | 1,496,418 | 1,795,701 | 1,795,701 | 1,795,101 | 1,795,701 |
| External Revenue | 0 | | | | |
| Program Income | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 1,496,418 | 1,795,701 | 1,795,701 | 1,795,701 | 1,795,701 |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included In Proposed Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No.:
 Fund0001 Dept.148 Unit 1223 Obj.VAR Program Code Program Period:

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

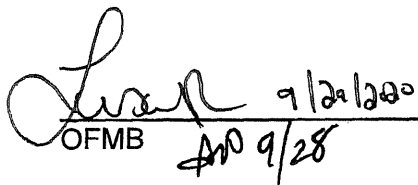
Ad Valorem. FY 2021 only reflects 11 months of expenses.


DocuSigned by:

 05AC9C7CC8BC4A4..

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

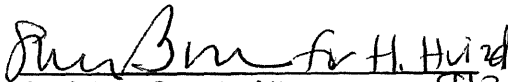
III. REVIEW COMMENTS

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

 9/22/2020
 OFMB 9/28

 9/29/2020
 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney 9/30/2020

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Gulfstream Goodwill Industries, Inc.**, hereinafter referred to as the OPERATOR, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1197040**.

WHEREAS, the OPERATOR 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 OPERATOR agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 - SERVICES

The OPERATOR agrees to provide temporary emergency shelter and supportive housing assistance to homeless residents of Palm Beach County as set forth in the Scope of Services (**Exhibit A**). The OPERATOR also agrees to provide deliverables, including reports, as specified in Article 3. 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 OPERATOR'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 client. All funding is intended for the overall benefit of all clients of the services provided by the program(s) being funded herein.

ARTICLE 3 - SCHEDULE

The term of this Contract shall be for one (1) year, starting November 15, 2020. This contract may be renewed for two (2) one (1) year terms at COUNTY'S sole discretion. An appropriate amendment extending this Contract may be submitted to the OPERATOR and the Board of County Commissioners for their consideration.

The parties shall amend this Agreement if there is a change to the Scope/Work Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 - PAYMENTS TO OPERATOR

The COUNTY shall pay to the OPERATOR for services rendered under this Contract not to exceed a total amount of **ONE MILLION, SEVEN HUNDRED NINETY FIVE THOUSAND, SEVEN HUNDRED AND ONE DOLLAR (\$1,795,701)**

All requests for payments of this Contract shall include the following:

1. Original cover memo on OPERATOR letterhead signed by an Authorized OPERATOR Representative (**Exhibit C**)
2. Monthly billing or reports and other items shall be delivered or completed in accordance with the schedule set forth in **Exhibit B**.
3. The parties shall amend this Contract if there is a change to the Scope of Work/Work Plan, funding.

The OPERATOR is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement. Any amounts not submitted by the OPERATOR 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 OPERATOR pursuant to this Agreement 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 Agreement. Approved invoices will 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 Agreement shall be withheld until all reports due from the OPERATOR and necessary adjustments have been approved by the COUNTY. In the event that the OPERATOR 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 OPERATOR will clearly state "final invoice" on the OPERATOR'S final/last billing to the COUNTY. This shall constitute OPERATOR'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 OPERATOR.

In order to do business with Palm Beach County, OPERATOR is 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 OPERATOR intends to use sub-agencies, OPERATOR must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-OPERATOR register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the OPERATOR and all of its sub-agencies are registered in VSS.

ARTICLE 5 - 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 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the OPERATOR 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 OPERATOR'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 7 - AMENDMENTS TO FUNDING LEVELS

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

Any increase or decrease of funding within the designated Agreement amount may be approved in writing by the DEPARTMENT Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement term. Such requests for changes must be made in writing by the AGENCY to the DEPARTMENT Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. The agency may move funds between the two locations with approval of Assistant Department Director.

ARTICLE 8 - INSURANCE

OPERATOR shall, at its sole expense, maintain in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements), as described herein.

OPERATOR shall provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by OPERATOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OPERATOR under the contract. Where applicable, all coverage and endorsements shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability** OPERATOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department.

Additional Insured OPERATOR 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."

- B. **Business Automobile Liability** OPERATOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** each accident.

- C. **Workers' Compensation Insurance & Employer's Liability** OPERATOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statutes, Chapter 440.

- D. **Professional Liability** OPERATOR 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 OPERATOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OPERATOR 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 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, OPERATOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

- E. **Waiver of Subrogation** OPERATOR 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 Contract to waive subrogation without an endorsement to the policy, then OPERATOR 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 OPERATOR enter into such a Contract on a pre-loss basis.

- F. **Certificate(s) of Insurance** No later than the execution of this Agreement, OPERATOR shall deliver to the COUNTY'S representative as identified in Article 24, 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. The Certificate of Insurance shall be issued to:

Palm Beach County Board of Commissioners
c/o Community Services Department
810 West Datura Street
West Palm Beach, FL 33401
ATTN: Contract Manager

- G. **Right to Review** COUNTY reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, 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 9 - INDEMNIFICATION

OPERATOR 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 OPERATOR.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the OPERATOR 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 OPERATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 11 - WARRANTIES AND LICENSING REQUIREMENTS

The OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR 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 OPERATOR without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The OPERATOR shall comply with all legal criminal history record check regulations required for the population they serve. OPERATOR 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. OPERATOR 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 OPERATOR.

ARTICLE 12 - PERSONNEL

The OPERATOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the OPERATOR's key personnel, or any personnel turnover which could adversely impact the OPERATOR's ability to provide services as may be listed herein must be made known to the COUNTY's representative within five (5) working days of the change. OPERATOR shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the OPERATOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The OPERATOR 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.

All of the OPERATOR's personnel (and all sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 - 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 OPERATOR 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 OPERATOR 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 OPERATOR 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 sub-contractors, vendors, suppliers, or commercial customers, nor shall the OPERATOR retaliate against any person for reporting instances of such discrimination. The OPERATOR shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting 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 OPERATOR 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. OPERATOR shall include this language in its sub-contracts.

ARTICLE 14 - 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 OPERATOR.

ARTICLE 15 - OPERATOR'S PROGRAMMATIC REQUIREMENTS

Failure to provide or adhere to the following information or activity 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.

In addition to its other obligations hereunder, the OPERATOR agrees to comply with the following:

1. OPERATOR shall maintain separate financial records for 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. Cost allocations are to be completed and posted 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. The OPERATOR will provide a final close out report and Financial Reconciliation Statement as set forth in **Exhibit "D"** on accounting for all funds expended hereunder no later than 30 days from the contract end date.
2. OPERATOR shall be chartered or registered with the Florida Department of State, have been incorporated for at least one OPERATOR fiscal year and have provided services for at least six months.
3. OPERATOR shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed by the COUNTY to have been spent on ineligible expenses. This will be calculated based on payment schedule as determined by the COUNTY.
4. OPERATOR must allow the DEPARTMENT to monitor OPERATOR to assure that goals and conduct as outlined in the Scope of Work, **Exhibit A**, are adhered to. Non-compliance may impact future contract awards and/or funding level.
5. OPERATOR 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
6. OPERATOR must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs.
7. OPERATOR must maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
8. OPERATOR must not expend funds received pursuant to this Contract with any for-profit entity if there is a non-for-profit entity available to provide quality service. Expenditure with a for-profit entity will require documentation that there were no not-for-profit entities available to provide the quality service.
9. If applicable, OPERATOR agrees to the sharing of all data collected pursuant to this Contract, and must execute a Data Sharing Agreement that provides for sharing all data within the client database.

10. Disclosure of Incidents:

OPERATOR shall inform DEPARTMENT by telephone of all unusual incidents that involve clients within 4 - 8 hours of the occurrence of the incidents, and follow up with an Incident Notification Form (Exhibit E) Clients. All of the incidents require that immediate action is taken to protect 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.

For Clients who are children or adolescent, the OPERATOR shall inform DEPARTMENT by telephone of all unusual incidents that involved any Clients within 2-4 hours of the occurrence of the incidents and follow up with an Incident Notification Form (Exhibit E) 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 Clients. All of the incidents require that immediate action is taken to protect 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.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

ARTICLE 16 - ACCESS AND AUDITS

The OPERATOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. 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 OPERATOR's place of business.

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

The OPERATOR shall provide the COUNTY with an annual financial audit report, which meets the requirements of Sections 11.45 and 216.349, F.S., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Contract.

- a. The annual financial audit report shall include all management letters and the OPERATOR'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, contracts and grant revenue by sponsoring OPERATOR and contract/contract grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Finance Manager
 Palm Beach County Community Services Department
 810 Datura Street
 West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Finance Manager and Financial Analyst.

- d. The OPERATOR 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, F.S. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the OPERATOR's fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- g. OPERATOR shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the OPERATOR, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 17 - CONFLICT OF INTEREST

The OPERATOR 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, F.S. and Palm Beach County Code of Ethics. The OPERATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The OPERATOR 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 OPERATOR'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 OPERATOR 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 OPERATOR. The

COUNTY agrees to notify the OPERATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the OPERATOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the OPERATOR, the COUNTY shall so state in the notification and the OPERATOR 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 OPERATOR under the terms of this Contract.

ARTICLE 18 - DRUG-FREE WORKPLACE

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

1. 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.
2. Inform employees about the dangers of drug abuse in the workplace, the OPERATOR'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.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, 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 OPERATOR of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, F.S., 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

ARTICLE 19 - AMERICANS WITH DISABILITIES (ADA)

The OPERATOR 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.

OPERATOR shall advise the COUNTY of any claim which alleges that the operation and/or the facility is not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the OPERATOR shall evaluate the conditions and present the COUNTY with either: 1) an explanation as to why the OPERATOR

believes that the facility is in compliance with the requirements of the ADA or 2) a plan for bringing the facility into compliance, highlighting any modifications that the OPERATOR believes are the COUNTY's responsibility and shall submit a Request for Services to Facilities Development & Operations/Facilities Management Division for modifications to the facility.

Notwithstanding the Request for Services having been submitted, the OPERATOR has the obligation to implement reasonable operating accommodations that allow the program and services to be delivered in a manner compliant with the ADA.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The OPERATOR 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 OPERATOR's sole direction, supervision, and control. The OPERATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the OPERATOR'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 OPERATOR does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this contract.

ARTICLE 21 - CONTINGENT FEES

The OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the OPERATOR 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 OPERATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - PUBLIC ENTITY CRIMES

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

ARTICLE 23 - EXCUSABLE DELAYS

The OPERATOR 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 OPERATOR or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God;

natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the OPERATOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the OPERATOR's failure to perform was without it or its sub-contractor's 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 24 - ARREARS

The OPERATOR 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 OPERATOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The OPERATOR 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.

The OPERATOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the OPERATOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the OPERATOR, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the OPERATOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 OPERATOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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 in Palm Beach County Code, Section 2-421 – 2-440 as amended.

ARTICLE 26 - TERMINATION

This Contract may be terminated by the OPERATOR upon SIX (6) MONTHS' prior written notice to the COUNTY with or without cause. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the OPERATOR or without cause upon ten (10) business days written notice to the OPERATOR. Unless the OPERATOR is in breach of this Contract, the OPERATOR 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 OPERATOR shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - NOTICES

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

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

and if sent to the OPERATOR, shall be mailed to:

Katherine Hammer, Assistant VP of Homeless & Residential Services
Gulfstream Goodwill Industries, Inc.
1000 45th Street
West Palm Beach, FL 33407

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The OPERATOR 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 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective OPERATOR 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.

The OPERATOR shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-OPERATOR who are 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 COUNTY 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 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, subcontractors and OPERATORS 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. Pursuant to F.S. 287.135(3) (b), if OPERATOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of

the COUNTY.

- 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 OPERATOR certifies that it, its affiliates, suppliers, subcontractors and OPERATORS 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 OPERATOR, 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 31- PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the OPERATOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the OPERATOR shall comply with the requirements of Section 119.0701, F. S., as it may be amended from time to time The OPERATOR 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 OPERATOR 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 OPERATOR does not transfer the records to the public OPERATOR.
- D. Upon completion of the Contract the OPERATOR shall transfer, at no cost to the COUNTY, all public records in possession of the OPERATOR 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 OPERATOR transfers all public records to the COUNTY upon completion of the Contract, the OPERATOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the OPERATOR keeps and maintains public records upon completion of the Contract, the OPERATOR shall meet all applicable requirements for retaining public records. All records stored electronically by the OPERATOR 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 OPERATOR 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. OPERATOR 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 OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE OPERATOR'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 32 - 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 Resolutions R2013-1470 and R2015-0572, 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 above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the OPERATOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The OPERATOR 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 OPERATOR or its subcontractor(s) terminates an employee who has been issued a badge, the OPERATOR must notify the COUNTY within two (2) hours. At the time of termination, the OPERATOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the OPERATOR if the OPERATOR 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 OPERATOR 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 33 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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 OPERATOR, 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 Section 2-421 through 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 34 – AUTHORITY TO PRACTICE

The OPERATOR 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 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 OPERATOR. The OPERATOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the OPERATOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The OPERATOR 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- E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY's Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY's Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Article 37 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same agreement. The COUNTY may execute the agreement through electronic or manual means. OPERATOR shall execute the agreement by manual means only, unless the COUNTY provides otherwise.

ARTICLE 38 - ENTIRETY OF CONTRACTUAL CONTRACT

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

The COUNTY and the OPERATOR both further agree that this Contract sets forth the entire contract 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.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

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 OPERATOR has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

OPERATOR:

Gulfstream Goodwill Industries, Inc.
OPERATOR's Name Typed

OPERATOR's Signatory Name

OPERATOR's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

Assistant County Attorney

Taruna Malhotra, Assistant Department Director
Community Services Department

Scope of Work

The OPERATOR will provide Supportive Housing for a maximum of 36 shelter beds and 58 Supportive Housing beds. The Operator will serve up to 48 seniors or individuals and up to 24 families per year (minimum of 96 persons annually).

| Service | Scope |
|-----------------------------------|--|
| Operations (Emergency Shelter) | <ul style="list-style-type: none"> • OPERATOR will serve up to 48 seniors or individuals and up to 24 families per year (minimum of 96 persons annually). • OPERATOR will be open 365 days a year on a 24 hour basis • OPERATOR goal is to assist individuals in becoming self- sufficient and engaging in a productive lifestyle, thereby ending homelessness. • The Lewis Center and the Belle Glade Assessment Center will continue to serve as coordinated entry focal points. • OPERATOR will not allow walk-ups; only those with a referral can be screened in accordance with established law enforcement procedures. • OPERATOR will offer supportive services on-site <ul style="list-style-type: none"> • counseling; • meal delivery; • limited medical treatment; • case management; • life skills training; • job placement; • interim housing and; • Permanent housing placement. |
| Client Assessment | <ul style="list-style-type: none"> • OPERATOR will coordinate assessments of individuals with all the Outreach Programs. • OPERATOR will assess presenting issues. • OPERATOR will refer clients to specialty care such as medical, mental health, substance abuse, veterans' services, counseling for victims of domestic violence, legal aid, and other services as needed. |
| Client Engagement | <ul style="list-style-type: none"> • OPERATOR will build relationships with homeless persons and families. |
| Client Service Delivery | <ul style="list-style-type: none"> • OPERATOR will comply with all CoC approved standards of care as the basis for providing services to homeless individuals. Provide community outreach and education to inform the community as to the service delivery process |

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| <p>Case Management</p> | <ul style="list-style-type: none"> • OPERATOR will complete full SPDAT within three (3) days of admission, based on client cooperation. • OPERATOR will develop individual housing plans and action steps for each client within seven (7) business days of client admission and provide on-going monitoring and progress revision as necessary and based on client cooperation. • OPERATOR will coordinate and link to various community services to meet assessed need of client. • OPERATOR will meet with each resident client individually on a weekly basis based on client cooperation to review progress towards established goals and objectives. • OPERATOR will establish client discharge planning. • OPERATOR will utilize Best Practice or Evidence-Based programs and case management services for all clients referred to the Western Community Shelter. |
| <p>Primary Medical Care</p> | <ul style="list-style-type: none"> • OPERATOR will coordinate with the Health Care District at existing clinic locations and through the District's mobile health unit to ensure a physical assessment of clients is performed to include: <ul style="list-style-type: none"> • PPD testing and evaluation • HIV screening, counseling and referral as needed • Infectious disease screening • Follow-up medical services. • OPERATOR shall ensure availability of after-hours response to client medical emergencies. |
| <p>Behavioral Health Care</p> | <ul style="list-style-type: none"> • OPERATOR will coordinate linkage for treatment and follow-up services with Health Care District of Palm Beach County, Southeast Florida Behavioral Health Network and Department of Community Services for clients based on assessments as appropriate. |
| <p>Interim Housing</p> | <ul style="list-style-type: none"> • OPERATOR will provide resident orientations. • OPERATOR will establish policies, procedures, and house rules to be incorporated in a Client Handbook and an Operations Manual, which will aid in developing client contracts to ensure a safe, sanitary and decent community living environment. COUNTY shall provide final approval of initial documents and all updates to ensure compliance with federal, state and local guidelines. COUNTY logo will be printed on all brochures, flyers and other documents available to the public. The Client Handbook and the Operations Manual shall include, but is not limited to policies and procedures regarding the following: <ul style="list-style-type: none"> ▶ Possession of alcohol or illegal drugs; ▶ Fighting and/or aggressive behavior; ▶ Possession of weapons; ▶ Coordination with local social, medical and health services providers and law enforcement partners; |

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| | <ul style="list-style-type: none"> ▶ Voluntary admission and discharge procedures and timelines; ▶ Individual housing plans; ▶ Day-to-day activities, such as curfews, use of facility, basic living skills expectations, storage of personal items, overnight passes, medication storage, and other similar functions; ▶ Reporting Adverse Incidents; ▶ Medication storage & management; ▶ Inappropriate referrals; ▶ Transportation of clients to Facility or other placement; ▶ Rights of clients to receive services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status; ▶ Assessment and linkage and the documentation and follow-up processes; ▶ Authorized and unauthorized client arrivals and departures from the Facility; ▶ Emergency and non-emergency law enforcement calls; ▶ Participate in neighborhood and community committee meetings as requested by COUNTY. <ul style="list-style-type: none"> • The Operator will serve up to 48 seniors or individuals and up to 24 families per year (minimum of 96 persons annually). • OPERATOR will provide triage beds for up to six (6) homeless population. • OPERATOR will provide for and implement routine safety protocols, emergency evacuation and disaster response plans. |
| Security | <ul style="list-style-type: none"> • OPERATOR, through a COUNTY contracted security service provider, will ensure there is 24/7 onsite security. • OPERATOR will coordinate services with a COUNTY contracted security service provider. • OPERATOR will implement significant incident reporting for all specified incidents. • OPERATOR and COUNTY shall work together to modify a security plan. • OPERATOR will maintain compliance with Facility Security Plan. |
| Outreach and Referral | <ul style="list-style-type: none"> • OPERATOR will coordinate and collaborate with existing outreach providers and referral sources. |
| Educa- tion and Training | <ul style="list-style-type: none"> • OPERATOR will provide on-going client education and support to promote client self-sufficiency, stability and self-determination during and after the time in the interim housing program. • OPERATOR will offer Life Skills Training and/or support groups |
| Job Readiness | <ul style="list-style-type: none"> • OPERATOR will offer appropriate referral and information to clients as referenced in their service plan. • OPERATOR will ensure computers with Internet access are made available and provided for client use for job search and training. • Residents of the facility will be encouraged to participate in offsite/on-site job readiness classes such as how to dress for an interview, how to create a resume, and how to interview. They will be referred to off-site |

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| | job location and job training services including those offered by other community partners. |
| Client Property Management | <ul style="list-style-type: none"> • OPERATOR will coordinate with Facility Security in regards to client security screening upon intake. • OPERATOR will develop and implement process for client property intake screening, segregation, cleaning, storage and development of rules/guidelines for what can be retained by the client and what is to be stored. • OPERATOR will provide each client with a statement of OPERATOR'S policy regarding what property is prohibited within the Facility, how property management and belonging inventories will be conducted, and the reasoning behind the policy regarding belonging inventory. |
| Client Belongings | <ul style="list-style-type: none"> • After providing each client with a statement of OPERATOR'S policy regarding what property is prohibited at the Facility, OPERATOR will inventory belongings to ensure they are free of alcohol, drugs, weapons and other contraband, dangerous and/or hazardous materials. • OPERATOR will provide clear warning signs at the Facility informing clients that belongings will be inventoried, and will allow clients to secure items they do not wish to have inventoried outside of the facility. • OPERATOR will store and/or report prohibited belongings as required by law. |
| Other | <ul style="list-style-type: none"> • OPERATOR will participate in the Continuum of Care system through the Homeless and Housing Alliance (HHA) meetings and subcommittees. • OPERATOR will coordinate with other contracted service providers to further the achievement of sound routine operations and facility upkeep. |
| Staffing | |
| Positions | <ul style="list-style-type: none"> • OPERATOR will maintain 24 hour staffing. |
| Background Checks | <ul style="list-style-type: none"> • OPERATOR is responsible for criminal, child abuse and driving background checks on all staff and volunteers; according to State guidelines and Facility Security Plan with regard to process and results. |
| Staff Schedule | <ul style="list-style-type: none"> • OPERATOR will maintain staff schedule and Policies and Procedures. The PPM's shall include the Client Handbook; Operations Manual; Life Skill curriculum; New Client Orientation Program; staffing issues (twenty-four (24) hour coverage, schedule, background checks, recruitment, etc.; referral list; case management; and HIPAA guidelines, and other policies and procedures. |

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| Supervision | <ul style="list-style-type: none"> • OPERATOR will provide twenty-four (24) hour on-site supervision of the facilities with an extensive on-call system to ensure twenty-four (24) hour staff coverage, emergency crisis response, and availability to COUNTY and referral agencies. The OPERATOR shall conduct regular staff and shift change meetings to ensure coordination among staff. |
| Certifications | <ul style="list-style-type: none"> • OPERATOR will ensure all employees will be certified in CPR, AED, First Aid and other required training. |
| First Aid | <ul style="list-style-type: none"> • OPERATOR shall have first aid equipment and supplies maintained on-site with staff trained in their use. |
| Facilities and Maintenance | |
| Damage | <ul style="list-style-type: none"> • OPERATOR will promptly report the need for any maintenance or repair required to the premises by submitting the proper County Work Order request to Palm Beach County Facilities, Development and Operations. Or using the Emergency phone number as provided, for items directly affecting the life/safety of the occupants or structure. |
| Facility Improvements | <ul style="list-style-type: none"> • OPERATOR shall submit Requests for Services to Facilities Development & Operations/Facilities Management Division for any desired improvements to the facility. • OPERATOR shall not be permitted to make any improvements to the facility. |
| Environmental Cleaning | <ul style="list-style-type: none"> • OPERATOR will maintain a clean and safe environment between routine cleanings and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies. |
| Furnishings, Fixtures and Equipment IFFEI | <ul style="list-style-type: none"> • OPERATOR will be responsible for minor repairs to the furnishings, fixtures, and equipment which will be done by the handyman/resident manager. • OPERATOR will report the need for major repairs to fixtures, equipment and fixed furnishings to COUNTY for physical repair. The COUNTY will repair unless failure is caused by acts of the OPERATOR or occupants. In this event, the OPERATOR shall be responsible for paying for the repairs. • Operator will be responsible for ensuring that its clients do not abuse or damage the furnishings, fixtures, and equipment. • • OPERATOR will account for donation, including furniture and equipment and other durable goods, which shall become property of the County for use at the temporary emergency shelter • OPERATOR will be responsible for tracking and recording of donated items in accordance with County Policy. An asset list must be kept current at all times. |



Palm Beach County Compliance Summary Report

| Vendor Number | Vendor Name | AM Best Rating | Insurance Carrier | Policy # | Eff. Date | Exp. Date | Coverage | Contract Number | Contract Name |
|---------------|--------------------------------------|----------------|-----------------------------------|------------------|-----------|-----------|------------------------|-----------------|--|
| DX00000784 | Gulfstream Goodwill Industries, Inc. | Modified | Compliant | | | | | R2017-1520 | Community Based Agency Contract - Going the Distance |
| | | Ag , XIV | Markel Global Reinsurance Company | FITAU339302020 | 6/1/2020 | 6/1/2021 | Auto Liability | | |
| | | A-p , X | Century Surety Company | FITXS339302020L2 | 6/1/2020 | 6/1/2021 | Excess Liability | | |
| | | Ag , XIV | Markel Global Reinsurance Company | FITXS339302020 | 6/1/2020 | 6/1/2021 | Excess Liability | | |
| | | Ag , XIV | Markel Global Reinsurance Company | FITGL339302020 | 6/1/2020 | 6/1/2021 | General Liability | | |
| | | Ag , XIV | Markel Global Reinsurance Company | FITGL339302020 | 6/1/2020 | 6/1/2021 | Professional Liability | | |
| | | Ag , XIV | Markel Global Reinsurance Company | FITGL339302020 | 6/1/2020 | 6/1/2021 | Sexual Molestation | | |
| | | A- , X | Star Insurance Company | FITWC339302020 | 6/1/2020 | 6/1/2021 | Workers Comp | | |

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :