

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2023 [ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services and Community Action Program

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Contract for Provision of Services with Adopt-A-Family of the Palm Beaches, Inc. (AAF), for the five (5) year period October 1, 2023 through September 30, 2028, for the operation of the Homeless Resource Center (HRC) – Families Operations Program - Responding to Emergencies, Altering the Crisis of Homelessness (Program REACH), to provide emergency shelter for families in Palm Beach County who are experiencing homelessness, in an amount not-to-exceed \$2,069,755, of which \$413,951 is budgeted in Fiscal Year (FY) 2024, with an anticipated annual allocation of \$413,951 in each subsequent fiscal year, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), for the term of this contract.

**Summary:** Program REACH is administered by AAF and serves homeless families consisting of adults with minor dependent children. Program REACH provides interim/emergency shelter and wraparound services to families to foster family recovery and stable housing solutions. AAF will assist families by creating action plans designed to help end their episode of homelessness by securing housing and assisting them in reaching their goals. Various life skills workshops and job resources, including nutrition, credit counselling, financial literacy, budgeting and employment counseling classes will be available. Program REACH works in coordination with the Senator Philip Lewis HRC to meet the goals of the County's "Leading the Way Home", a plan to end homelessness. AAF served 103 families in FY 2022 and up to date, 122 families in FY 2023; and will serve a minimum of 80 families in FY 2024. (Human Services and Community Action Program) Countywide (HH)

**Background and Justification:** The primary aim of Program REACH is to combat homelessness by providing a comprehensive and coordinated system in which homeless families can receive services that will lead to self-sufficiency. This is accomplished by providing a safe, clean and supportive shelter for families, an action plan to meet the individual's immediate needs and intensive case management to empower the clients to take the initiative for their future independence. Length of stay typically spans 90 days and is accessible 24/7.

**Attachments:** Contract for Provision of Services with AAF

**Recommended By:**

DocuSigned by:  
*James E. Green*  
-BF34EF22EFD452...

9/19/2023

Department Director

Date

**Approved By:**

Assistant County Administrator

Date

*10/3/2023*

**II. FISCAL IMPACT ANALYSIS**

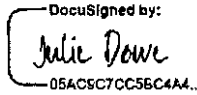
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	413,951	413,951	413,951	413,951	413,951
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>413,951</b>	<b>413,951</b>	<b>413,951</b>	<b>413,951</b>	<b>413,951</b>
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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 00C1 Dept 148 Unit 1222 Object 3401 Program Code      Program Period     

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

C. Departmental Fiscal Review:   
 Julie Dowe, Director of Finance and Support Services

**III. REVIEW COMMENTS**

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

Lisa Mente 9/25/23  
 OFMB MG 9/25

Julie Dowe 9/28/23  
 Contract Development and Control  
 Trd 9/28/23

**B. Legal Sufficiency:**

Shelene C. Hing 10-3-23  
 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 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 **Adopt-A-Family of the Palm Beaches, 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 **59-2471253**.

**WHEREAS**, the AGENCY has proposed providing certain services; 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 INCORPORATION OF RECITALS**

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

**ARTICLE 2 SERVICES**

The AGENCY agrees to provide HRC - Families Operations - Responding to Emergencies, Altering the Crisis of Homelessness (Program REACH) services to homeless families with children of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The AGENCY also agrees to provide deliverables, including reports, as specified in **ARTICLE 15 - AGENCY'S PROGRAMMATIC REQUIREMENTS**. 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'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 October 1, 2023 (initial term), and will automatically renew for four (4) additional one-year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B - UNITS OF SERVICE AND BUDGET ALLOCATION, EXHIBIT F - ROMA LOGIC MODEL**, and **ARTICLE 16**.

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 4 PAYMENTS TO AGENCY**

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **TWO MILLION SIXTY-NINE THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$2,069,755.00) OVER A FIVE-YEAR PERIOD, OF WHICH FOUR HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$413,951.00) IS BUDGETED IN FISCAL YEAR 2024 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FOUR HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$413,951.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS CONTRACT.**

The 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 year 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. Any amounts not submitted, 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 subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies 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 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 to 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 7 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 the contract 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 8 INSURANCE**

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. 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. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- 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 occurrence, and \$2,000,000 per aggregate. 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 warrants the Retroactive Date equals or precedes the effective date of this Contract. 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 term of this Contract, AGENCY shall

purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. 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.

- E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then AGENCY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401  
ATTN: Contracts Manager

- F. **Right to Revise or Reject:** 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, coverage, or endorsements.

## ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and 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 10 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 11 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 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 12 PERSONNEL**

The AGENCY 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 AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'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. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

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

All of the AGENCY'S personnel (and all subcontractors), 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 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 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 AGENCY.

#### **ARTICLE 15 AGENCY'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 AGENCY agrees to comply with the following:

1. AGENCY 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 administrative 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 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. Allowable administrative expenses shall not exceed fifteen percent (15%) of expended Contract funds 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
2. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:
  - a. Statement of Cash Flows
  - b. Statement of Activities
  - c. Statement of Financial Position
3. AGENCY shall be chartered or registered and have an Active Status 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 twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses.
4. AGENCY 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.
5. AGENCY must allow the DEPARTMENT to monitor AGENCY 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.
  6. AGENCY shall maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
  7. 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.
  8. AGENCY must attend all meetings, as required by COUNTY staff and other funded agencies, to develop their respective programs.
  9. AGENCY 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.
  10. AGENCY 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.
  11. 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.
  12. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A, EXHIBIT B, EXHIBIT F - ROMA LOGIC MODEL**, and current DEPARTMENT monitoring tool.
  13. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Contract within 30 days outlining how and when findings will be resolved.
  14. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Outcomes Desk Guide, located on the FAA webpage. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Contract, as well as all programs, program participants, and strategies under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall 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 is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include 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 Outcomes DeskGuide section, located at:  
[https://discover.pbcgov.org/communityservices/financiallyassisted/PDF/DeskGuide\\_2023.pdf/](https://discover.pbcgov.org/communityservices/financiallyassisted/PDF/DeskGuide_2023.pdf/)

Final client data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A** and **EXHIBIT F**.

AGENCY shall complete a Data Verification Form by the deadline provided after the end of the contract year. The Data Verification Form certifies that the data provided is final and can be published in the CSD/FAA annual report. The Data Verification Form is located on the FAA webpage.

15. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.
16. Required Data Systems for 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 Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT
17. AGENCY should maintain in their file proof that the client served came through the Coordinated Entry System.
18. AGENCY maintains as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA) To qualify as a member in good standing of the Homeless and Housing agency must meet the HHA attendance requirements - 60% attendance at the general HHA meetings and 70% attendance at the sub-committee meetings as defined in the HHA Bylaws, Article 3, Section 2 found at [www.hhapbc.org](http://www.hhapbc.org).
19. AGENCIES that are not current members of HHA join the HHA and attend the new members' orientation with the first 3 months of contract and maintain a certificate of their completed training.
20. AGENCY must enter all programmatic data into the Homeless Management Information System (HMIS).
21. AGENCY must submit HMIS data report on a quarterly basis.
22. AGENCY must comply with the following HHA Continuum of Care standards:
  - A. Client must be a resident of Palm Beach County, as demonstrated through identification, paystubs, leases, or other documents that are in the clients' name listing a Palm Beach County residence. CMIS can be used verify that a person has been homeless in Palm Beach County six (6) or more months.

- B. AGENCY Specific programmatic eligibility requirements
- C. AGENCY shall maintain in its files proof that the client served was referred through the Coordinated Entry System.
- D. AGENCY shall remain a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA attendance requirements: sixty percent (60%) attendance at the general HHA meetings and seventy percent (70%) attendance at the subcommittee meetings, as defined in the HHA Bylaws, Article 3, Section 2 found at [www.hhapbc.org](http://www.hhapbc.org).
- E. If AGENCY is not a current member of the HHA, AGENCY shall join the HHA and attend the new member's orientation within the first three (3) months of this Contract and maintain a certificate of its completed training.
- F. AGENCY programs shall comply with HHA Program Standards.
- G. Eligibility shall be in accordance to the U.S Department of Housing and Urban Development (HUD) Guidelines for individuals or families who are experiencing homelessness or are at risk of homelessness.
- H. AGENCY shall participate in the Homeless Inventory Chart (HIC) process on an annual basis and comply with requests for information from DEPARTMENT CMIS staff.
- I. AGENCY shall participate in the Point In Time (PIT) Count, which includes AGENCY staff volunteers conduct outreach or join fixed location teams during the appointed day of the PIT Count.
- J. AGENCY shall determine client eligibility based on the AGENCY'S applicable policies and procedures, and shall be in alignment with **EXHIBIT A**.

23. Disclosure of Incidents:

- A. AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the 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. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any client served through the program funded in whole or part through COUNTY funds. 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. 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.
- B. For Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any Clients within 2-4 hours of the occurrence of the incidents and follow up with the 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

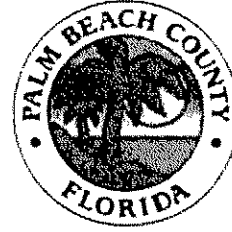
of an incident that adversely affects the health and safety of the Clients. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

- C. 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.
- D. 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.
- E. AGENCY shall notify COUNTY through the Incident Notification Form (**EXHIBIT E**) within fourteen (14) business days of the following:
  - 1. Resignation/Termination of CEO, President and/or CFO.
  - 2. Resignation/Termination of Key COUNTY funded staff.
  - 3. COUNTY 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.
- F. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, 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. LGBTQ Training
- G. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- H. 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.
- I. 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.
- J. 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.

24. Attached **EXHIBIT A**, **EXHIBIT B** and **EXHIBIT F** are incorporated into this Contract, and may be

amended during the term of this Contract. AGENCY agrees to comply with the logic model as amended.

25. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
26. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
  - ◆ A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
  - ◆ A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

#### **ARTICLE 16 ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least 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 AGENCY'S place of business.

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.

The AGENCY shall provide the COUNTY with an annual financial audit report, which meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. § 7501-7507, OMB Circular A-128 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 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. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal 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 Fiscal Manager and Financial Analyst.

d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit 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 AGENCY'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. 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.

#### **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 Item Number 1 above.
- D. 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 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 of section 287.087, Florida Statutes.

#### **ARTICLE 19 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, contract or representation other than specifically provided for in this Contract.

#### **ARTICLE 20 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 21 PUBLIC ENTITY CRIMES**

As provided in section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors 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 section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 22 EXCUSABLE DELAYS**

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

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractor'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 23 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 24 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.

The AGENCY 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 AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, 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 AGENCY, and wherever located shall be the property of the COUNTY.

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 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 25 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:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts 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 26 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 27 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. If sent to the COUNTY, notices shall be addressed 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 AGENCY, shall be mailed to:

Matthew Constantine, CEO  
Adopt-A-Family of the Palm Beaches, Inc.  
1712 Second Avenue North  
Lake Worth Beach, Florida 33460

## **ARTICLE 28 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 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 AGENCY 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 AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency 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 29 SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subagencies and AGENCY 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY 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 section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY 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 section 215.473, Florida Statutes, 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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

#### **ARTICLE 30 PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, 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/liason, 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, Florida Statutes, 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 31 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 Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) 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 32 PALM BEACH COUNTY OFFICE OF 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 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 Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 33 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 34 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 35 E-VERIFY - EMPLOYMENT ELIGIBILITY**

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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 subcontractor 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 subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. 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 36 COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means.

#### **ARTICLE 37 ENTIRETY OF CONTRACTUAL CONTRACT**

The AGENCY agrees that the scope of work and services has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY 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 AGENCY 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 BLANK INTENTIONALLY**

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

ATTEST:

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller  
Palm Beach County

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Gregg K. Weiss, Mayor

AGENCY:  
Adopt-A-Family of the Palm Beaches, Inc.

BY: <sup>DocuSigned by:</sup>  
Matthew Constantine  
3538CE471CEC432  
Authorized Signature

Matthew Constantine, CEO  
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: *Deane C. Hengel* <sup>DS</sup>  
Assistant County Attorney **HCH**

APPROVED AS TO TERMS AND CONDITIONS  
Community Services Department

BY: <sup>DocuSigned by:</sup>  
Taruna Malhotra  
1459E4101F1049C...  
Department Director

## EXHIBIT A

**FY 2024-2028 FINANCIAL ASSISTANCE CONTRACT  
SCOPE OF WORK**

**Agency Name:** Adopt-A-Family of the Palm Beaches, Inc.  
**Program Name:** HRC – Families Operations - Responding to Emergencies, Altering the Crisis of Homelessness (Program REACH)  
**Location:** Palm Beach County  
**Target Population:** Families with at least one (1) adult and one (1) minor child under the age of 18 who are experiencing an episode of literal homelessness (Category 1 and 4 (provided they are literally homeless)) (Clients)  
**Funding Priority:** Homelessness

**Overview:**

Program REACH serves Clients experiencing homelessness and are residents of Palm Beach County. Adopt-A-Family of the Palm Beaches, Inc. (AGENCY), will provide interim/emergency shelter and wrap around services for up to 80 Clients to foster family recovery and stable housing solutions. The AGENCY will work in coordination with the Senator Philip Lewis Homeless Resource Center to meet the goals of the COUNTY's Leading the Way Home plan to end homelessness. The primary aim of Program REACH is to combat homelessness by providing a comprehensive and coordinated system in which homeless families can receive services that will end their homeless episode. This is accomplished by providing a safe, clean and supportive shelter for families, a housing focused action plan to meet Client's immediate needs and intensive case management to empower Clients to take the initiative for their future independence. Length of stay typically spans 90 days and shelter is accessible 24/7.

**Services:**

The AGENCY, will provide interim/emergency shelter and wrap around services to Clients to increase self-sufficiency and stable housing solutions, assist them to enter permanent housing within 90 days from admission and maintain permanent housing for 3 months following exit from the program.

The AGENCY will provide:

- Interim/Emergency Shelter for Clients, which encompasses utility, shelter, maintenance, and operating expenses for the emergency shelter.
- Case management resources to Clients, including assisting Clients in creating family actions plans designed to help them end their episode of homelessness by securing housing and assist them in reaching their goals.
- Various life skills workshops and job resources including nutrition, credit counseling, financial literacy, budgeting and employment counseling classes.
- Linkages to rehabilitation resources, as applicable.
- Opportunities for achievement for children, including various after school activities, tutoring, etc.
- Connections to mental health and medical facilities, as applicable.

EXHIBIT A

The AGENCY will track and follow-up on clients at 30, 60, 90 day intervals after receiving services by utilizing one of the following methods:

- client management information systems (i.e.: Client Track, CMIS);
- follow up calls; or
- emails

**Number of (unduplicated) Clients Served: 80 Clients (Family Households)**

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## EXHIBIT A

**FACILITIES MAINTENANCE GUIDELINES:**

<b><u>Service:</u></b>	<b><u>Scope:</u></b>
Facility Maintenance	<p>Facility Maintenance is defined as routine repairs to site building and base building related equipment required necessary for the site, building or base building related equipment may remain or be placed back into operational order.</p> <p>Contact Information: AGENCY can call FDO/FMD/North Region's Service and information number during regular business hours (8 am to 5 pm) at 561-776-2051. After hour emergencies (life safety and health concerns only) can call the County's Emergency Operations Center at 561-712-6428 and request that the on-call Trades Crew Chief meet with AGENCY representative. The AGENCY representative will need to provide a cell phone number and remain available for a call back, so that the nature of the issue and the tradespersons required to address can be identified.</p> <p>After Hours Response: FDO/FMD will only respond on-site to life safety or health issues which are reported or occur after-hours.</p> <p>Escort: AGENCY will ensure that housing units are either not occupied when maintenance is taking place (during or after business hours). As an alternative, AGENCY can provide an escort at all times when FDO personnel are present. In either case, AGENCY will need to provide access.</p> <p>County shall perform all Facility Maintenance but for as specifically conditioned or identified below.</p> <p>Plumbing: AGENCY will ensure that the toilets, sinks, showers and other plumbing fixtures are unclogged and not abused or damaged by Clients. AGENCY shall contact FDO/FMD for any failures of major repairs requested for plumbing issues that cannot be resolved in-house.</p> <p>Janitorial Service: AGENCY will perform or contract for all janitorial services in all non-housing areas and at time of unit turnover. AGENCY shall be responsible for requiring clients to clean housing units as a condition of use.</p> <p>Grounds Maintenance: AGENCY will be responsible for the maintenance of grounds, including the irrigation system, and shall keep free of litter and debris.</p> <p>Pest Control: AGENCY shall be responsible for pest control via distribution of pre-occupancy literature and for contracting as necessary for periodic services.</p> <p>Smoke Detectors: AGENCY shall be responsible for: 1) ensuring that each client signs a pre-occupancy smoke detector affidavit, 2) ensuring that each client receives fire/smoke evacuation training, and 3) reporting any damaged smoke detectors to FDO/FMD. Any smoke detector that is damaged by a client will be treated as Damage.</p> <p>CCTV: FDO/FMD/ESS shall be responsible for maintenance of the CCTV System.</p>

## EXHIBIT A

Damage	<p>AGENCY will promptly report any damage to the premises by submitting the proper FDO/FMD Request for Services. County will determine if the damage was reasonably caused by a client, visitors to the Facility or vandalism by others.</p> <p>The County will be responsible for repairing the damage, but AGENCY shall be financially responsible for damage caused by clients while occupying the facility. Costs for repair of damage shall not be paid by the County. AGENCY shall be permitted to charge back the actual costs of damage to the Clients to recover these costs.</p>
Safety and Environmental Cleaning	<p>AGENCY will maintain a clean and safe environment between routine cleanings (to be provided by COUNTY) and shall allow health, fire and other appropriate inspections from the COUNTY and from other required agencies.</p>
Furnishing, Fixtures and Equipment	<p>AGENCY will be financially responsible for repair of damaged furnishings for any reason.</p> <p>AGENCY will account for donation, including furniture and equipment and other durable goods, which shall become property of the County for use at the Family Shelter and the AGENCY will be responsible for tracking and recording of donated items in accordance with County Policy. Community Services is the Fixed Asset Custodian of furnishings and equipment and as such, an asset list must be kept current</p>
Smoking Areas	<p>AGENCY will enforce designated smoking areas.</p>
Children's Playground	<p>AGENCY will maintain a children's playground and playground equipment and toys following sanitary precautions and any applicable standards.</p>
Bicycles	<p>AGENCY will ensure that children are prohibited from playing or riding bicycles in the parking lot.</p> <p>AGENCY will coordinate the designated area to accommodate bicycles.</p>
Automobiles	<p>AGENCY will ensure that no unlicensed or uninsured vehicles are on the premises.</p>
Hazardous Materials	<p>AGENCY will obtain approval from County for the storage of any products which require monitoring or environmental controls such as gasoline, flammable projects, paint, solvents, cleaning chemicals, etc. AGENCY will be responsible to coordinate with County for all upkeep of storage areas.</p>
Laundry Equipment	<p>AGENCY is solely responsible for ensuring the proper maintenance and operation of on-site laundry equipment. AGENCY will coordination with the County as necessary regarding on-site laundry equipment for the personal use of clients to include: 1) provision of laundry detergent, cleanliness and general operational guidelines, and 2) hot water logs (when hot water is on and at what temperature). AGENCY shall be responsible physically and financially for the maintenance and repairs of laundry equipment. The County shall be responsible for the costs associated with renewal/replacement of laundry equipment, providing that such replacement is not made necessary by client misuse or damage or AGENCY's failure to properly maintain.</p>

## EXHIBIT A

Utilities	County will be responsible for utilities
Facility Improvements	<p>Facility Improvements are defined as the addition to, modification or removal/demolition of the building, site and/or associated equipment.</p> <p>AGENCY shall not be permitted to make any improvements to the Facility. AGENCY shall submit Requests for Services to Facilities Development &amp; Operations/Facilities Management Division. FDO/FMD will coordinate with other FDO Divisions to determine feasibility and cost estimate. If Community Services wants to proceed, it will provide a funding source and/or request that FDO schedule for the 5 Year Capital Improvement Program.</p> <p>AGENCY acknowledges that County is in the process of preparing a 5 Year Capital Improvement Program for the Facility and agrees to cooperate in providing access to the County and its consultants to assess, estimate and design the improvements, as well as to work with the County on a plan to implement the capital improvement program with minimal loss of housing units.</p>

## EXHIBIT B

**FY 2024-2028 FINANCIAL ASSISTANCE CONTRACT  
UNITS OF SERVICE RATE AND DEFINITION**

**Agency Name:** Adopt-A-Family of the Palm Beaches, Inc.

**Program Name:** HRC – Families Operations - Responding to Emergencies, Altering the Crisis of Homelessness (Program REACH)

Description	Total FY 2024	Total FY 2025	Total FY 2025	Total FY 2025	Total FY 2025	Total 5 Year Contract Amount
Expenses will be reimbursed based on actual costs of services as described in <b>EXHIBIT A.</b>	\$413,951	\$413,951	\$413,951	\$413,951	\$413,951	\$2,069,755

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. The backup documentation – copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested via desk and/or on-site monitoring on a periodic basis.

The cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. Additionally, the administrative costs shall be maintained at individual service category. Shall be available in the detailed general ledger, and shall support the units of services billed.



**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 \_\_\_\_\_, 202\_, 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

**CASH FLOW COMMITMENT STATEMENT**

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Attachments:**

- a. Statement of Cash flows
- b. Statement of Activities
- c. Statement of Financial Position

EXHIBIT E



COMMUNITY SERVICES DEPARTMENT  
Incident - Notification Form



Agency / Program: \_\_\_\_\_

Date Incident Occurred: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Email address (Optional): \_\_\_\_\_

Phone #: \_\_\_\_\_

Method of Communication: (Please check the appropriate box)

- Drop Off
- Standard Mail
- Secured Line
- Certified Mail
- Encrypted Email

Incidents Reported: (Please check the appropriate box)

- > Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.
  - Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
  - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- > Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.
  - Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
  - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- > Timeline to notify County – within 14 business days.
  - Resignation/Termination of CEO, President, or CFO
  - Resignation/Termination of key funded staff
  - Program funded staff vacancy over 90 days
  - Loss of funding from another Funder that could impact services
  - Temporary interruption of service delivery (i.e. natural and unnatural disasters)
  - Other (Issues that impact service delivery to Program clients) Specify ( \_\_\_\_\_ )

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- Yes
- No
- N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date

**ROMA Logic Model — Adopt-A-Family of the Palm Beaches, Inc.****HRC – Families Operations - Responding to Emergencies, Altering the Crisis of Homelessness (Program REACH)**

<b>Identified Problem, Need or Situation</b>	<b>Service or Activity</b>	<b>Outcome</b> <i>General statement of results expected</i>	<b>Projected Indicator</b> <i># to achieve/# to be served; %; time frame</i>	<b>Actual Indicator</b> <i># achieved/# served; %; time frame</i>	<b>Measurement Tool</b>	<b>Data Procedures</b>	<b>Frequency</b> <i>Data Collection and Reporting</i>
Families with children experiencing homelessness in Palm Beach County need safe, emergency shelter.	Program REACH offers emergency shelter placement combined with support services to approximately 80 households (256 individuals) for up to 90 days.	Families will exit to permanent housing locations within 90 days of program entry.  Families will not return to homelessness for 90 days following successful program exit.	56 out of 80 households, or 70%, will exit to permanent housing within 90 days of program entry.  39 out of 56 households, or 70%, will not return to homelessness for 90 days following successful program exit.		<b>Output Tool:</b> Clients are tracked through program entry and exit in CMIS (ClientTrack). Services and referrals are entered in CMIS (ClientTrack) with case notes. Program entry and exit information is also maintained in client records.  <b>Outcome Tool:</b> For Outcome 1, Client exit destinations are tracked in CMIS (ClientTrack) and are based on client report. Length of time in program is tracked in CMIS (ClientTrack) based on program entry/exit dates.  Outcome 2 will be measured from data entered into CMIS accessed through the System Performance Measures Report, measure 2.	<b>Who does it?</b> Shelter Services Coordinator enters all client-level data into CMIS and Data & Evaluation Manager monitors and reports out.  <b>What is the process?</b> Shelter Services Coordinator updates client information in CMIS at each case update: program entry, service provision, and program exit.  <b>Where is data stored?</b> CMIS, Client files	Shelter Services Coordinator updates client information in CMIS at each case update: program entry and program exit. Case notes, services, and referrals are updated on an ongoing basis.  Internal reporting is done quarterly for purpose of ongoing evaluation to track exit outcomes.

**Mission: To strengthen families with children in their efforts to achieve stability and self-sufficiency by providing access to all-encompassing services**



**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
DX00000994	Adopt-A-Family Of The Palm Beaches		Compliant					002-02	Emergency Shelter Grant - CARES
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SUM26130902	12/7/2022	12/7/2023	Excess Liability		
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SPK26130702	12/7/2022	12/7/2023	General Liability		
		A++g , XV	Berkshire Hathaway Specialty Insurance Company	47SPK26130702	12/7/2022	12/7/2023	Professional Liability		
		A+r , XV	StarNet Insurance Company	KEY0139767	12/22/2022	12/22/2023	Workers Comp		
<b>Risk Profile :</b>		Standard - Professional Services							
<b>Required Additional Insured :</b>		Palm Beach County Board of County Commissioners							
<b>Ownership Entity :</b>									