

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|-----------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 302,591 | | | | |
| External Revenue | (302,591) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 0 | | | | |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

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

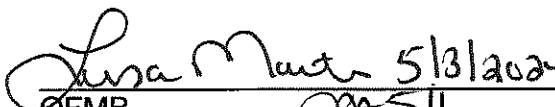

Budget Account No.:
 Fund 0001 Dept 146 Unit 7622 Object 3401 Program Code _____ Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding Source is the US Department of Justice

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:

 5/3/2024
 OFMB PA 5/11 ESW 5-3-24
 5/7/24
 Contract Development and Control
 Ref 5/6/24

B. Legal Sufficiency:

 5-7-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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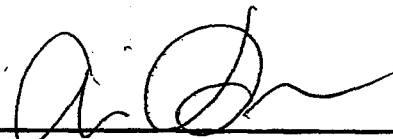
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A. OFMB Fiscal and/or Contract Development and Control Comments:

 OFMB

 Contract Development and Control

B. Legal Sufficiency:

SUB-RECIPIENT AGREEMENT

This Agreement 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 **Southeast Florida Behavioral Health Network, 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 **# 27-1871869.**

WHEREAS, the COUNTY is the recipient and designated GRANTEE ADMINISTRATOR of U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Programs (DOJ) funds being provided under the Comprehensive Opioid Use Site-based Program – 2019-AR-BX-K023; and

WHEREAS, the AGENCY has proposed providing certain services for the Comprehensive Opioid Use Site-based Program; 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 – DOJ FUNDED SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County with substance use disorders as set forth in the Scope of Work and Services in **EXHIBIT A**. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 19. 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 (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)

Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A**; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 - SCHEDULE

The AGENCY shall commence services on October 1, 2023 and complete services on September 30, 2024.

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

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A**, **EXHIBIT B**, and **ARTICLE 19 – AGENCY’S PROGRAMMATIC REQUIREMENTS**.

ARTICLE 5 - PAYMENTS TO FUNDED AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE HUNDRED TWO THOUSAND, FIVE HUNDRED AND NINETY-ONE DOLLARS AND ZERO CENTS (\$302,591.00)**

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.

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by AGENCY 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 Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, and reviewed and approved by the COUNTY'S representative to verify that services have been rendered in conformity with the Agreement. 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 Agreement 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 may 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, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP).

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement 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 Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

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

ARTICLE 8 - AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services

depending upon the utilization and rate of expenditure of funds.

Any increase or decrease of funding within the designated Agreement amount may be approved in writing by the DEPARTMENT Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement term. Such requests for changes must be made in writing by the AGENCY to the DEPARTMENT Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners. In the event that grantor reduces the grant amount to the COUNTY, the COUNTY will notify the AGENCY in writing of the funding reduction and the number of beneficiaries shall be reduced commensurate with the revised funding level.

ARTICLE 9 - INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. 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 Agreement. 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. **Business Automobile Liability:** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. **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 Agreement. 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 Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement 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.

F. 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.

G. Certificates of Insurance: On execution of this Agreement, 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 Agreement, 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 Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners and may be addressed:

Palm Beach County Board of County Commissioners c/o Community Services Department

810 Datura Street

West Palm Beach, FL 33401 ATTN: Contracts Manager

H. 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 10 - 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 Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the Federal Government based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 - 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 Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 - 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 13 - 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 herein under shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

ARTICLE 14 - SUB-CONTRACTING

The COUNTY reserves the right to accept the use of a sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractor to perform properly under this Agreement.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new sub-contractor by the COUNTY.

ARTICLE 15 - 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 Agreement, 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 Agreement.

As a condition of entering into this Agreement, 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 sub-contractors, 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 sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace

discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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 sub-contracts.

ARTICLE 16 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction 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 Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

A. The COUNTY has made all necessary affirmative steps to assure that small and minority

businesses, women's business enterprises, and labor surplus area firms are used when possible. The AGENCY, if prime sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

B. AFFIRMATIVE STEPS must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 18 - HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 19 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. AGENCY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the 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 E**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.
- B. The AGENCY shall submit quarterly the Cash Flow Commitment Statement along with the following financial statements:

1. Statement of Cash Flows
 2. Statement of Activities
 3. Statement of Financial Position
- C. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses.
- D. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or for any reason deemed to have been spent on ineligible expenses.
- E. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- F. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
- G. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, **EXHIBIT A** are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the DEPARTMENT for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis and reported. The DEPARTMENT staff will utilize and review other funders' licensing or accreditation monitoring results. 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 Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- G. Agencies receiving COUNTY funds to serve homeless agree to be an approved user 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.
- H. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.
- I. Disclosure of Incidents:
AGENCY shall inform DEPARTMENT by telephone of all unusual incidents that involve clients within 4 - 8 hours of the occurrence of the incidents, and follow up with an Incident

Notification Form (**EXHIBIT J**) within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the Clients. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

For Clients who are children or adolescent, the AGENCY shall inform DEPARTMENT by telephone of all unusual incidents that involved any Clients within 2-4 hours of the occurrence of the incidents and follow up with an Incident Notification Form (**EXHIBIT J**) within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the Clients. All of the incidents require that immediate action is taken to protect Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

- J. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.
- K. AGENCY shall notify DEPARTMENT through an Incident Notification Process and follow up with an Incident Notification Form (**EXHIBIT J**) within fourteen (14) business days of the following:
 - a. Resignation/Termination of CEO, President and/or CFO.
 - b. Resignation/Termination of Key funded staff.
 - c. DEPARTMENT Funded Staff vacancy position over 90 days.
 - d. Loss of funding from another Funder that could impact service delivery.
 - e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
 - f. Inability to have three (3) month's cash flow on hand
 - g. Temporary interruption of service delivery due to emergency, natural or unnatural disaster.
 - h. Other incidents that may occur unexpectedly and are not covered above.
- L. AGENCY shall provide a roster of its Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

M. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

N. AGENCY Engagement

The DEPARTMENT and COUNTY rely 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 Agreement, and also know about the DEPARTMENT: what 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 Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT and COUNTY logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for through the use of DEPARTMENT and COUNTY funds, including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible; and
- Notify the DEPARTMENT's staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels; and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder; and

- Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>; and
 - Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.
- O. AGENCY should maintain in their file proof that clients served came through the Coordinated Entry System.
- P. AGENCY shall maintain its status 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 HHA, AGENCY shall meet the HHA's attendance requirements – 60 percent (%) attendance at the general HHA meetings and 70 percent (%) attendance at the sub-committee meetings, as defined in the HHA Bylaws, Article 3, Section 2, which can be found at www.hhapbc.org.
- Q. AGENCIES that are not current members of HHA must join the HHA and attend the new member orientation within the first 3 months of Agreement and maintain a certificate of their completed training.
- R. AGENCY must enter all programmatic data into the Homeless Management Information System (HMIS).
- S. AGENCIES that are not currently using HMIS must attend HMIS training within one month of Agreement award.
- T. AGENCY programs must comply with HHA program standards, coordinated entry and prioritization process.
- U. AGENCY shall submit annually or 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.
- V. AGENCY must comply with the information contained in **EXHIBIT F** (Sub-Award Data), **EXHIBIT G** (Certification Regarding Lobbying Byrd Anti-Lobbying Amendment), **EXHIBIT H** (Certification Debarment and Suspension) and sign **EXHIBIT G and H**.
- W. AGENCY agrees to comply with all provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- X. 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:
- a. Racial Equity Training;

- b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training;
- c. Cultural competency training;
- d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

AGENCY can obtain a list of training resources on the FAA webpage.

- Y. Pursuant to Article 14, the COUNTY will exercise its right to accept the use of a sub-contractor and will require prior approval of any subcontract agreement. Upon said agreement, the COUNTY as designated GRANTEE ADMINISTRATOR of U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Programs (DOJ) will provide oversight of the AGENCY and its approved sub-contractor.
- Z. AGENCY and its approved Sub-contractor will accept referrals from the Palm Beach Criminal Justice System including, but not limited to Palm Beach County Specialty Courts and Jails, and SAGO Palm. AGENCY and its approved Sub-contractor will also accept other criminal justice involved individuals into the Program subject to the approval of policies and procedures of eligibility criteria for said individuals by the COUNTY.
- AA. AGENCY and its approved Sub-contractor will participate and work closely with the COSSUP workgroup, COUNTY's strategic government and community partners as well as its research partner, Florida Atlantic University (FAU).
- BB. AGENCY and its approved Sub-contractor agrees to participate in all aspects of FAU's data collection and evaluation.
- CC. AGENCY will be responsible for managing the Recovery Housing Voucher and Recovery Support Services Fund. The fund distribution process and guidelines must be documented in the Agency's Policies and Procedures for said funds. The Policies and Procedures must be approved by the COUNTY prior to any funds being dispersed.
- DD. AGENCY will ensure the Recovery Housing Voucher is used to offer financial assistance to cover housing costs. Eligible expenditures include rental assistance at selected recovery housing settings. Vouchers must provide a time-limit that is necessary to enable clients to become stably housed in permanent housing. Recovery Voucher may give tenants some flexibility and recourse in the rent payment which may include, but not be limited to, supplementing an employed Client's housing costs which shall not exceed 30% of the Client's income. The voucher may also cover up to 100% of housing costs, if not employed; or \$200 for the first 13 weeks and \$100 for the next 13 weeks for a total of 26 weeks. The voucher may also be used to offset housing costs of Client's transitioning from recovery to permanent housing with an unused portion of the Housing Voucher funds which may not exceed the maximum amount of \$3,900 per Client. The Recovery Housing Voucher can only be used

towards housing that has been certified by the Florida Association of Recovery Residences (FARR) and is an approved "COSSUP Recovery Housing Network Provider", which meets the housing stability standards set by the COSSUP workgroup. Any Client that has not fully expended the Recovery Housing Voucher funding within the "COSSUP Recovery Housing Network Provider" may use unexpended funding towards other subsidized permanent housing options. Other permanent subsidized housing options must complete and pass the housing "Inspection Checklist", which can be found at:

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/hqs

This document must be in each Client file receiving housing assistance outside of the recovery residence community through this funding. The Recovery Housing Voucher may support up to 46 Clients annually.

- EE. AGENCY will ensure the use of the Recovery Support Services Fund will be directly linked to goals in the Clients' service plans, which will indicate how items will help clients meet their goals. These services may include payment of court fines and fees, driver's license reinstatement, clothing and/or other personal items needed to secure and/or maintain employment. The Recovery Support Services Fund is considered as funding of last resort that can be used for, but not limited to emergency and/or non-emergency needs. When used for emergency needs, funds shall help with immediate circumstances, but shall not be used on an ongoing basis. There shall be a documented plan to address the issue or circumstance longer-term. Clients who receive the Recovery Housing Voucher will be given priority to accessing the Recovery Support Services Fund. An additional 75 Clients annually may have access to the Recovery Support Service Fund. There is a maximum of \$1,500 per Client.
 - FF. AGENCY will utilize the assigned data reporting system (i.e. SAMIS, HMIS, RCI) designated by COUNTY. This will be used as the source for all data used to determine compliance with programmatic contractual requirements. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Agreement or as required by law.
 - GG. AGENCY will develop relationships and partnerships with criminal justice stakeholders and providers as well as recovery organization and residence communities. AGENCY will: develop a plan to build relationships with FARR certified recovery resident housing providers who are willing to accept the housing stability standards set by the COSSUP workgroup; accept County daily billing rate; be willing to enhance non-clinical recovery support services in recovery residence space; and be part of an overall team delivering care to a Client.
 - HH. The logic model attached at EXHIBIT D is incorporated into this agreement, and may be amended during the term of this agreement. AGENCY agrees to comply with the logic model as amended.
- II. 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 Agreement, and will include, at a minimum:

- a. 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
- b. 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 Agreement verifying that a cyber security training is in place for all employees that serve Palm Beach County.

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

ARTICLE 20 - 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 Agreement, 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 E," accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

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

- 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 and grant revenue by sponsoring agency and contract/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Manager and Financial Analyst
Palm Beach County Community Services Department

810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Palm Beach County Community Services Department Manager and Financial Analyst at teaton@pbcgov.org.

- 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 (9) months after the end of the AGENCY'S fiscal year.
- f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- g. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY, have appropriate internal controls, verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 21 - 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, and the nature of work that the AGENCY may undertake, and shall 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 Agreement.

ARTICLE 22 - DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the 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.
3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 23 - AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 24 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement 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 Agreement.

ARTICLE 25 - 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 Agreement 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 Agreement.

ARTICLE 26 - PUBLIC ENTITY CRIMES

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

ARTICLE 27 - 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 sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the 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 sub-contractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement 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 28 - 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 Agreement.

ARTICLE 29 - 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 Agreement.

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 Agreement 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 Agreement, whether or not in privity of Agreement 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 base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 30 - TERMINATION

This Agreement 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 Agreement 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 Agreement, 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 sub-contracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated

work to the COUNTY.

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

In the event the grant to the COUNTY under the COSSUP is suspended or terminated, this Agreement shall be immediately terminated effective on the date the Federal Government notifies the COUNTY of the suspension or termination.

ARTICLE 31 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 33 - NOTICES

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

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

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

Ann Berner, Chief Executive Officer

Southeast Florida Behavioral Health Network, Inc.
140 Intracoastal Pointe Dr.
Jupiter, FL 33477

ARTICLE 34 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 CFR 200.

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 that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the 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 35 - SCRUTINIZED COMPANIES

- A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and consultants 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 sections 215.4725, Florida Statutes. Pursuant to sections 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 Agreement may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the

AGENCY certifies that it, its affiliates, suppliers, and sub-agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 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 Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 36 - 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 Agreement.
- 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 Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liasion, 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 Agreement, 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 Agreement, 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 Agreement. 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 AGREEMENT, 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 37 - RECORDS CHECK

The AGENCY, AGENCY'S employees, sub-contractors of AGENCY and employees of sub-contractors 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 R-2013-1470 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 Agreement 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 Agreement 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 sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its sub-contractor(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 sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 38 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit,

investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 39 - 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 40 - DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 41 - 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 Agreement.

ARTICLE 42 - FACILITIES/OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT I**, which is attached hereto and incorporated herein.

ARTICLE 43 - DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (**EXHIBIT H**) is required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 44 - FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 45 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance money.

ARTICLE 46 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 47 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

ARTICLE 48 - PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

ARTICLE 49 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and

Statements) applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 50 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or sub-contractor under the Agreement. (31 U.S.C. § 3729).

ARTICLE 51 - REGULATIONS

The AGENCY shall comply with all federal, state and local 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, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 52 - 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 at 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 Agreement 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 Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement 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 Agreement with the subcontractor. If COUNTY terminates this Agreement 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 Agreement 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 53 - COUNTERPARTS

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

ARTICLE 54 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work 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 Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement 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 Agreement 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, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

BY _____
Deputy Clerk

BY _____
Maria Sachs, Mayor

AGENCY:

**Southeast Florida Behavioral Health Network,
Inc.**

AGENCY'S Name Typed

DocuSigned by:
Ann Barnes
A0D748E1170E450

AGENCY'S Signatory Name

President/CEO

AGENCY'S Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

DS
HCH

**Assistant County Attorney
Community Services Department**

DocuSigned by:
Taruna Malhotra
1459E4101F1049C

Taruna Malhotra, Assistant Director

**FY 2024 SUB-RECIPIENT AGREEMENT
SCOPE OF WORK**

Agency Name: Southeast Florida Behavioral Health Network, Inc. (SEFBHN)
Program Name: Coordinated Housing, Recovery Supports and Recovery Capital Initiative
Location: Palm Beach County
Target Population: Adults and families with Opioid and other Substance Use Disorders (SUD)
Grant: Comprehensive Opioid, Stimulant and Substance Use Site-based Program (COSSUP)

I. Scope of Work:

A. Program description

For purposes of the Coordinated Housing, Recovery Supports and Recovery Capital Initiative Program, this demonstration aims to achieve housing stability with a criminal justice involved population given its key predictive value in achieving long-term recovery outcomes. This program seeks to provide recovery housing with other recovery support services for Clients with Substance Use Disorder (SUD) referred from the Palm Beach County Criminal Justice System and other criminal justice involved individuals in order to reduce opioid use and recidivism rates. Specific services will include, but not be limited to, care coordination, peer support, housing and other recovery supportive services. Clients served through this program will have access to the Recovery Housing Voucher and Recovery Support Services Funds.

B. Priority Population

Clients will be defined as adults and families with Opioid and other Substance Use Disorders (SUD) who are referred to the program through Palm Beach County's criminal justice system and/or has other criminal justice involvement. Preference is given to residents who reside in high-poverty areas.

- i. **Eligibility criteria:** Clients must have a SUD, criminal justice involvement, reside in Palm Beach County, and agree to participate in the demonstration program. Clients should be able to demonstrate a history of SUD if not currently diagnosed.
- ii. **Documentation of eligibility:** All Clients will be screened for eligibility. Supporting documentation of eligibility will be retained in each Client file.

C. Clients Served: A minimum of 25 unduplicated Clients will be provided housing and other recovery support services under this Agreement annually, including access to the Recovery Housing Voucher and Recovery Support Services Funds. In addition, a minimum of 40 unduplicated Clients annually will be provided other recovery support service with access to the Recovery Support Services Funds.

a. Service Delivery

- i. AGENCY staff will coordinate with Palm Beach County Specialty Courts and Palm Beach County Sheriff's Office Reentry Program, as well as the Reentry Task Force Members (including reentry service providers: The Lord's Place; The Reentry Center; and Gulfstream Goodwill).
- ii. AGENCY will conduct an intake assessment including the Recovery Capital Index® (RCI) survey at the initial screening appointment, and secure consent for services as clients and families will be educated about their rights and responsibilities regarding participation in the program. Staff will provide interventions such as Motivational Interviewing while providing direct services.
- iii. AGENCY will secure the eligibility documents (i.e. referral from criminal justice system and substance use disorder) in each Client File. Clients must be contacted and an initial screening appointment scheduled within 5 business days from the referral date.
- iv. AGENCY will identify individual barriers to secure housing, and develop a recovery plan to overcome the barriers.
- v. AGENCY will develop a recovery plan for each Client. The recovery plan must be individualized and is to be completed within 10 business days after the date of screening. The recovery plan must include client's goals and objectives and details service intervention strategies.
- vi. AGENCY will ensure that the recovery plan is reviewed every month and revised as needed. Clients or their designated representatives must acknowledge and sign all consent releases to share information with other agencies and county partners.
- vii. AGENCY staff will examine recovery housing opportunities in the recovery residence community and keep a list of approved "COSSUP Recovery Housing Network Provider". Staff will submit a housing voucher application for approval prior to placement. AGENCY will be responsible for handling any tenancy agreements between Client and housing provider.
- viii. AGENCY will ensure that recovery support services incorporates a full range of social, legal, and other resources that facilitate recovery and wellness, and work with Client to reduce or eliminate environmental and/or personal barriers to recovery.
- ix. AGENCY will provide housing placement assistance and follow-along services, as this program's ultimate aim is to secure and maintain permanent supportive housing.
- x. AGENCY will link Client with a Peer Support Specialist who will engage Client in a recovery plan during sessions.

- xi. AGENCY will administer the RCI at intake and every thirty (30) days thereafter. RCI scores will be entered into the designated data system within 3 business days of administration of the survey.
- xii. AGENCY will provide supervision and ensure on-going training to staff.
- xiii. AGENCY will provide a Care Coordinator and/or Peer Specialist who will provide direct services to program Clients.
- xiv. The Care Coordinator must have a minimum of a Bachelor Degree in a Social Services related field. This position will be responsible for, but not limited to the following:
 - a. Work closely with Palm Beach County Specialty Courts and Palm Beach County Sheriff's Office Reentry Program, as well as the Reentry Task Force Members (including reentry service providers: The Lord's Place; The Reentry Center; and Gulfstream Goodwill) to receive referrals;
 - b. Ensure that Clients recovery support service needs are addressed (i.e. employment, treatment, social supports) and that Client is referred to appropriate services as needed;
 - c. Manage the Recovery Housing Voucher and Recovery Support Services Fund;
 - d. Manage Client files and required documents;
 - e. Administer program assessment and update recovery plan as needed;
 - f. Collaborate with clients' existing specialty court and/or reentry case managers to ensure there is no duplication of services;
 - g. Administer RCI survey to each Client enrolled in the program as indicated on the tool;
 - h. Support FAU's data collection efforts and provide data as required for reporting program deliverables and outcomes; and
 - i. Participate in and contribute to the Recovery-Oriented System of Care (ROSC)
- xv. The Peer Support Specialist must have a minimum, high school diploma and Completion of Florida Certified Recovery Support Specialist or a National Certified Peer Specialist. The position will be responsible for, but not limited to the following:
 - a. Peer support services are delivered by individuals who have common life experiences with the people they are serving and a unique capacity to help each other based on a shared affiliation and a deep understanding of this experience;
 - b. Serves as a role model and mentor for recovery by using personal life experience to assist, achieve and maintain recovery;
 - c. Provides skill training on tasks related to recovery focused independent living such as self-empowerment, public transportation, housing

- applications, interviewing, and shopping; and
- d. Maintains accurate documentation in accordance with County, Department and program requirements

**FY 2024 SUB-RECIPIENT AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION**

Provider: Southeast Florida Behavioral Health Network, Inc. (SEFBHN)

Program: Coordinated Housing, Recovery Supports and Recovery Capital Initiative

Grant: Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP)

| Service Description | FY 2024 Budget |
|--|------------------|
| <p>Care Coordination: Actual Cost of Services that develop plans for the evaluation individuals in recovery needing assistance in planning and arranging for services, which assess the individual's needs; coordinate the delivery of needed services; ensure that services are obtained in accordance with the service plan; and follow up and monitor progress to ensure that services are having a beneficial impact on the individual as noted in EXHIBIT A.</p> | \$132,269 |
| <p>Peer Support: Actual Cost of Services that include assisting Clients in articulating their goals for recovery and learning and practicing new skills. Helping them monitor their progress, supporting them in their recovery, modeling effective coping techniques and self-help strategies based on their own recovery experience, and supporting them in advocating for themselves to obtain effective services as noted in EXHIBIT A.</p> | |
| <p>Recovery Housing Voucher: Actual Cost of Provides financial assistance to cover housing expenses.</p> | \$113,573 |
| <p>Recovery Support Services Fund: Actual Cost of Provides additional support to COSSUP program clients as they continue their recovery journey.</p> | \$32,500 |
| <p>Administrative Costs</p> | \$24,249 |
| <p>Total Budget</p> | \$302,591 |

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.

EXHIBIT C

LETTERHEAD STATIONERY

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

I hereby certify that by personal examination of the records of this Agency that these expenses, as supported by the attached statements, were made on behalf of this agency for the purposes specified in its approved request for funding. Refer to Palm Beach County Board of County Commissioner Contract # _____.

Authorized Agency Representative



|  Logic Model/Evaluation Plan Page 1 - Logic Model  | | | | |
|--|--|---|---|--|
| Agency Name | Southeast Florida Behavioral Health Network | | Program Name | Coordinated Housing, Recovery Supports and Recovery Capital Initiative |
| Problem Statement | The inability to afford housing costs and the possibility of eviction are stressors that often lead to the misuse of substances, including opioids, thus causing relapse and/or recidivism. | | | |
| Program Goals | This program seeks to provide recovery housing with other recovery support services for Clients with Substance Use Disorder (SUD) referred from the Palm Beach County Criminal Justice System and other criminal justice involved individuals in order to reduce opioid use and recidivism rates | | | |
| ACTIVITIES | OUTPUTS | OUTCOME STATEMENT | OUTCOME INDICATOR | |
| The activities or interventions provided to the target population in order to achieve the outcome. | (1) The size and scope of the activities (interventions, treatments, workshops, classes, services, etc.) that result in a change in the participant (successful outcome). (2) Timeframe for completion of the activity. (3) Total # of participants provided the activity/intervention. | The qualitative statement of positive change in knowledge, attitude, skills, behavior, or condition of the participant(s) receiving the activity/intervention for the specified timeframe. The statement does not include numbers. Example: Participants will live in stable, violence-free housing upon exiting the program. | The quantitative measure of the projected number/percentage of participants to achieve the outcome in the expected timeframe during the contract period. Enter the outcome indicator in the following format - <u>example</u> : 25 out of 50 participants, or 50%, will live in stable, violence-free housing upon exiting the program. | |
| <p>1. Staff will provide care coordination and peer support services to Clients.</p> <p>Care Coordination will link Clients to recovery housing/residences options in the community</p> <p>Peer Support will provide recovery skills to Clients throughout their participation in the program.</p> | <p>1. Clients will receive care coordination and peer support services.</p> <p>2. Clients will complete the services within the fiscal year.</p> <p>3. 46 Clients</p> | <p>Housing</p> <p>1) Client will remain housed at program completion. 2) Clients remain stably housed achieve housing stability post program completion.</p> <p>Justice Services</p> <p>1) Clients will not receive a new law violation while in the program. 2) Clients will not recidivism post program completion.</p> <p>Recovery Support Services</p> <p>1) Clients will improve their overall Recovery Capital while in the program.</p> | <p>Housing</p> <p>1) 50 % of Clients served will remain in stable housing from housing placement to program completion. (Methodology: Clients assessed at housing placement and quarterly up to program completion). 2) 50 % of Clients will maintain stable housing for 30 days, 60 days, and 90 days post program completion. (Methodology: Clients assessed every 30 days up to 90 days post program completion).</p> <p>Justice Services</p> <p>1) 80% of Clients will have not receive a new law violation while in the program (Methodology: Clients will be assessed at each quarter until program completion). 2) 80 % of Client will have not been arrested for 30 days, 60 days, and 90 days post program completion. (Methodology: Clients assessed every 30 days up to 90 days post program completion).</p> <p>Recovery Support Services</p> <p>1) 80% of Clients served who demonstrate an increase of at least one point within a domain on the Recovery Capital Index (RCI) from baseline (intake) and every 30 days thereafter (30 days, 60 days, and 90 days). (Methodology: Clients</p> | |

EXHIBIT D



Logic Model/Evaluation Plan
Page 2 - Evaluation Plan



| | | | |
|---|---|---|---|
| <p>Agency Name</p> | <p>Southeast Florida Behavioral Health Network</p> | <p>Program Name</p> | <p>Coordinated Housing, Recovery Supports and Recovery Capital Initiative</p> |
| <p>TRACKING</p> | <p>MEASURING</p> | <p>INTERNAL EVALUATION</p> | |
| <p>Describe the process for tracking or documenting clients, from program entry to exit, that will be served by COSSAP funds. Describe how data is maintained. If a data management system is used include the name of the data system.</p> | <p>(1) Describe the method (when, how, any requirements and/or exceptions) for measuring clients, beginning with baseline data when clients enter program, and additional measurement periods (example - quarterly, after 6 months, upon exiting program). (2) Enter name of the tool (survey, instrument, attendance log, case record, pre/post test, etc.) used to measure achievement of outcome.</p> | <p>Describe the agency's policy and procedure for the Internal evaluation of the COSSAP program outcome including, but not limited to the following: (1) Title of the staff person(s) responsible for internal evaluation of the COSSAP program. (2) The frequency of internal evaluation (3) Determination if program is on track for achievement. The program must define the requirements for being on track. If not on track for achievement provide explanation and/or strategy for improving. (4) Attach a copy of the agency's internal evaluation policy procedure.</p> | |
| <p>1) Clients will be tracked using the County data systems as directed on the contract (HMIA, SAMIS, RCI). 2) Internally, Program staff will document from client entry to exit on electronic client record platform identified as MyRecoveryLink Platform. MyRecoveryLink platform is an electronic health record system and a peer services delivery platform. Moreover, staff will input data into SEFBHN's Carisk portal for regular surveillance and monitoring of data and outcome performance.</p> | <p>1) The Data will be collected and reported quarterly. 2) Utilization of the Recovery Capital Index tool and complete Individualized Service Plan with goal and timeline. Individuals baseline data of functioning and progress thereof will be assessed and monitored through RCI assessments which are conducted every 30 days while participant is active in program. RCI will be used to determine participants level of functioning upon entry to program until discharge. Rebel Recovery will also document participant satisfaction on SEFBHN's electronic satisfaction surveys every quarter while participant is active in program.</p> | <p>1) The Director of Network Integrity in SEFBHN will be responsible for internal evaluation of sub recipient data.. Sub recipient Staff will collect the data on a quarterly basis and send to SEFBHN for review. County will then approve the COSSAP data. 2) Internal Evaluation will occur quarterly and program will submit quarterly reports to County. In addition, Agency will use information obtained from assessments, identify programs necessary during program participation to ensure safe and successful transition to the community. Responsibility for program internal evaluation will be the responsibility of the Director. 3) Financial, Administrative and Program review will determine whether program is on track for achievement. this is accomplished through a 3-tier validation system 4) SEFBHN's policy and procedures: https://go.boarddocs.com/fl/sefbhn/board.nsf/public</p> | |

EXHIBIT E

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 _____, 20__ for _____ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

Signature

Date

Print Name

EXHIBIT F

Sub-Award Data^a

| | | |
|--------|---|--|
| (i) | Sub-Recipient Name | Southeast Florida Behavioral Health Network, Inc. |
| (ii) | Sub-Recipient Unique Entity Identifier: | |
| (iii) | Federal Award Identification Number (FAIN): | 2019-AR-BX-K023 |
| (iv) | Federal Award Date of Award to the Recipient by the Federal Agency: | 10/01/2019-09/30/2024 |
| (v) | Sub-award Period of Performance Start Date: | 10/01/2019 |
| | Sub-award Period of Performance End Date: | 09/30/2024 |
| (vi) | Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Sub-Recipient: | \$302,591.00 |
| (vii) | Total Amount of Federal Funds Obligated to the Sub-Recipient by the Pass-Through Entity Including the Current Obligation: | \$953,920.00 |
| (viii) | Total Amount of the Federal Award Committed to the Sub-Recipient by the Pass-Through Entity: | \$ 953,920.00 |
| (ix) | Federal Award Project Description: | Comprehensive Opioid Use Site-based Program |
| (x) | Name of Federal Awarding Agency: | U.S. Department of Justice/ Office of Justice Programs/Bureau of Justice Assistance |
| (xi) | Name of Pass-Through Entity: | Palm Beach County Board of County Commissioners |
| (xii) | Contact Information for Federal Awarding Official: | Jocelyn Linde State Policy Advisor Programs Office, Bureau of Justice Assistance Office of Justice Programs – USDOJ Washington, DC 20531 Phone: (202)598-1045 Jocelyn.Linde@usdoj.gov |

^a This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent sub-award modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and sub-award.

| | | |
|--------|---|---|
| (xiii) | Contact Information for Palm Beach County Authorizing Official: | Maria Sachs, Mayor Palm Beach County Board of County Commissioners 301 North Olive Avenue West Palm Beach, FL 33401-4700 msachs@pbcgov.org |
| (xiv) | Contact Information for Palm Beach County Project Director: | John Hulick, jhulick@pbcgov.org |
| (xv) | CFDA Number and Name: | 16.838 - Comprehensive Opioid Use Site-Based Program |

CERTIFICATION REGARDING LOBBYING

BYRD ANTI-LOBBYING AMENDMENT

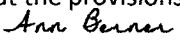
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Southeast Florida Behavioral Health Network, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

 A0D74861170E450

Signature of Vendor's Authorized Official

Ann Berner, President/CEO

Name and Title of Vendor's Authorized Official

2/6/2024

Date

EXHIBIT H

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

The Vendor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY: Southeast Florida Behavioral Health Network, Inc.

NAME: Ann Berner

ADDRESS: 1070 E Indiantown Rd #408, Jupiter, FL 33414

COMPANY'S AUTHORIZED OFFICIAL:

Ann Berner, President/CEO

Name and Title

Ann Berner

A0D74861170E450

Signature

2/6/2024

Date

EXHIBIT I

**USE OF AND RESTRICTIONS REGARDING
THE PREMISES**

- 1. License for Premises:** In addition to the availability of the room in the buildings mentioned in **Article 36** of this Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
- 2. Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Agreement and this **EXHIBIT I** without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.
- 3. Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.
- 4. Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.
- 5. COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.
- 6. Revocation of License:** Notwithstanding anything to the contrary contained in this Agreement, the rights to use COUNTY property granted to the AGENCY in this Agreement and this **EXHIBIT I** amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days,

whereupon the AGENCY'S rights of use pursuant to this Agreement and this **EXHIBIT I** shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.



DEPARTMENT OF COMMUNITY SERVICES
Incident - Notification Form

Program Agency: _____ Date Incident Occurred: _____

Person Completing Form: _____ Date of Report: _____

Email (Optional): _____ Phone #: _____

Method of Communication: (Please check the appropriate box)

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

Incidents Reported: (Please check the appropriate box)

- Timeline to notify Funder - 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 Funder - 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 Funder - 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 client or staff involved in incident)

Will there be an investigation?

- Yes
- No
- NA

Individual Completing Report: Print Name

Position /Title

Individual Completing Report: Signature

Date

