

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

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Meeting Date: Ma	y 6, 2025	[ ] Consent	[X] Regular
		[ ] Ordinance	[ ] Public Hearing
Department			
Submitted By:	Commun	ity Services	
Submitted For:	<u>Division</u> of	d Community Action	

## I. EXECUTIVE BRIEF

## Motion and Title: Staff recommends motion to approve:

- A) Interlocal Agreement (Agreement) with the City of Boca Raton (City), commencing upon execution by the City and Palm Beach County (County), continuing for one (1) year, and will auto-renew for two (2) additional one (1)-year terms, in an amount not-to-exceed \$160,000 annually, to provide Homeless Outreach Services (HOS) and short-term on-demand emergency shelter services to persons experiencing unsheltered homelessness in the City;
- **B)** Two (2) Case Manager II (PG27) positions at an annual cost of \$160,000, which will be reimbursed by the City; and
- **C)** A Budget Amendment in the amount of \$65,740 in the General Fund to recognize the expenses and revenue related to this Interlocal Agreement.

Summary: In 2024, the Florida legislature passed House Bill 1365 into law, which prohibits Florida's counties and municipalities from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on public property. The law became effective October 1, 2024, and causes of action could be filed as of January 1, 2025. At its September 24, 2024, Workshop, the Board of County Commissioners (BCC) received the Homeless Legislation Implementation Update from the Community Services Department (CSD) and an overview of the House Bill 1365 Public Camping Bill Community Response Plan (Plan). The BCC directed staff to engage with municipalities on the implementation of the law. Subsequently, the City engaged CSD staff to develop enhanced outreach services for persons experiencing homelessness in the City under the Plan's Unsheltered Residents strategic priority. This Agreement, funded by the City, provides funding for two (2) County Homeless Outreach Team (PBCHOT) positions that will provide HOS and on-demand short-term emergency shelter, based on bed availability, in collaboration with the City's Community Engagement Unit Homeless Liaison Officer and designated staff to persons experiencing homelessness. These Cityfunded positions will last for the duration of the Agreement with the City and will be eliminated if the funding is discontinued. (Continued on Page 3)

## Attachments:

- 1. Interlocal Agreement
- 2. Budget Amendment

Recommended By	Docusigned by:  Tarwa Mallotra  1459E4101F1049C	4/14/2025
	Department Director	Date
Approved By:	Joseph John John John John John John John Joh	4/21/25
	Assistant County Administrator	Date

## **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	65,740	165,438	165,438	96,506	
External Revenue	(65,740)	(160,000)	(160,000)	(93,333)	
Program Income (County)			, , , , , , , , , , , , , , , , , , , ,	(,,	
In-Kind Match (County)	V				
NET FISCAL IMPACT	0	5,438	5,438	3,173	
No. ADDITIONAL FTE POSITIONS (Cumulative)	2	2	2	2	

No. ADDITIONAL FTE POSITIONS (Cumulative)	2	2	2	2	
Is Item Included In Current Does this item include the u Does this item include the u Budget Account No.: Fund 0001 Dept. 148 Unit 1	use of fede use of state 362 Object	e funds? VAR Progra			Period <u>VAR</u>
<b>B.</b> Recommended Sources Funding source is the City of	of Funds/S Boca Rator	Summary o	f Fiscal Im	pact:	
C. Departmental Fiscal Rev	riew:	Julie Dov	U=Users, CN U=Users, CN U=Users, CN U=Users, CN U=U=Users, CN U=U=U=Users, CN U=U=U=U=U=U=U=U=U=U=U=U=U=U=U=U=U=U=U=	ile Dowe paper, OUE-Enterprise, OUE- Paulle Dowe, Ex-Dowe @ ing this document 25-20-0400' Islan 12-1-0	t Services
A. OFMB Fiscal and/or Con		W COMME		Comments:	
June Mark 4	Jul 2025 Jul 474.25	Contra	Jude act Develop	Mack oment and Co	1 2 4/16/16/16/16/18/18/18/18/18/18/18/18/18/18/18/18/18/
B. Legal Sufficiency					
Assistant County Attorney		***************************************			
C. Other Department Revie	w:				

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

Department Director

## **SUMMARY (Continued from Page 1)**

The PBCHOT will provide services to locate, identify, and reach out to unsheltered persons experiencing homelessness in the City; connect them with emergency shelter, housing, or critical services, including emergency health services, emergency mental health services, mainstream resources, and assistance in obtaining documentation needed to qualify for housing services. **No County match is required**. District 4 (HH)

**Background and Policy Issues:** The HSCAP serves as the lead agency for the local homeless Continuum of Care (CoC). The CoC is the planning and evaluation body for the homeless service delivery system in the County, which is known as the Homeless and Housing Alliance. Since 2014, the City of West Palm Beach's Department of Housing and Community Development has provided direct services and programs for people experiencing homelessness, including housing, relocation assistance, assessments, and various referral services. In 2020, the CSD began conducting on-street outreach to offer and provide services to homeless residents while building the trust and rapport needed to encourage them to transition off the streets.

## **INTERLOCAL AGREEMENT**

## Homeless Outreach Services And Shelter Placement Support

This Interlocal Agreement is made as of the day of WWW, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Boca Raton, hereinafter referred to as the CITY, a Political Subdivision of the State of Florida authorized to do business in the State of Florida, hereinafter referred to collectively as the PARTIES.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.0231, Florida Statutes, prohibits Florida cities and counties from allowing people to regularly engage in public camping or sleeping, as defined therein, on any public property except as provided in Section 125.0231(3); and

WHEREAS, the CITY and COUNTY desire to collaborate on homeless outreach services; and

WHEREAS, the term "literal homelessness" refers to individuals or families who lack a fixed, regular, and adequate nighttime residence, including those living in places not meant for human habitation (e.g., streets, cars, parks), staying in emergency shelters or transitional housing, or exiting an institution (e.g., hospital, jail) where they resided for fewer than 90 days and were homeless prior to entry; and

WHEREAS, the COUNTY is the Palm Beach County Continuum of Care ("CoC") Lead Agency, responsible for coordinating regional homeless assistance efforts; the Collaborative Applicant, tasked with managing applications for federal funding to support those efforts; and Homeless Management System (HMIS Lead), overseeing data collection and reporting related to homelessness, and therefore has the expertise to facilitate and coordinate CoC activities in response to persons experiencing literal homelessness; and

WHEREAS, the CITY has agreed to fund outreach positions, which will be managed and staffed by the COUNTY, to provide Homeless Outreach services to persons experiencing literal homelessness within the CITY.

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

## ARTICLE 1 INCORPORATION OF RECITALS

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

#### ARTICLE 2 FUNDED SERVICES

The COUNTY agrees to provide homeless outreach services to persons experiencing literal homelessness within the municipal boundaries of the CITY as set forth in EXHIBIT A - SCOPE OF WORK AND SERVICES. No work that is inconsistent or not specifically provided in EXHIBIT A shall be conducted by the COUNTY without the written approval of the CITY. Written approval from the Palm Beach County Community Services Department (the DEPARTMENT) shall only be required where services impact County-wide homeless service policies or require alignment with federal or CoC funding standards.

The funding provided by the CITY shall be used to support outreach services and positions as set forth in EXHIBIT A. Services will commence upon the hiring of two (2) outreach workers by COUNTY. The COUNTY will only provide the services using the CITY's funding for unsheltered homeless people found in Boca Raton and agrees that the funding from the CITY is intended only for this purpose.

## ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Applicable Florida Statutes; (2) The provisions of this Interlocal Agreement, including EXHIBIT A; and (3) All other documents, if any, cited herein or incorporated herein by reference.

#### ARTICLE 4 SCHEDULE

The term of this Interlocal Agreement shall be for one (1) year, starting upon execution by both parties, and will automatically renew for two (2) additional one (1) year term(s) unless either party notifies the other, no less than thirty (30) days prior to the expiration of the term of this Interlocal Agreement or any renewal term, of its intent not to renew said Interlocal Agreement. Services will commence upon the hiring of two (2) outreach workers by COUNTY.

Monthly billing, reports and other items shall be delivered or completed in accordance with the schedule set forth in EXHIBIT A.

## ARTICLE 5 PAYMENTS TO THE COUNTY

The total amount to be paid by the CITY to the COUNTY under this Interlocal Agreement for all services and materials provided by the COUNTY shall not exceed a total Interlocal Agreement amount of ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$160.000.00) FOR THE TERM OF THIS AGREEMENT AND EACH RENEWAL TERM. IF ANY, SUBJECT TO APPROPRIATION.

The CITY shall make automatic monthly payments to the COUNTY in the amounts set out in EXHIBIT A, provided the COUNTY submits the required monthly reports and backup documentation as detailed in EXHIBIT A. These reports must confirm that the services outlined in the Scope of Work have been delivered. If the COUNTY fails to submit the required reports or documentation, the CITY reserves the right to withhold payment until such documentation is received.

CITY funding can be used by the COUNTY to satisfy matching requirements for grants received from non-CITY sources: however, the COUNTY cannot submit reimbursement requests for the same expenses to more than one funding source or for expenses already reimbursed under more than one COUNTY-funded program.

Final Invoice: The COUNTY will clearly write "final invoice" on the COUNTY'S final invoice to the CITY. This shall constitute COUNTY'S certification that all services have been properly performed and all charges and costs have been invoiced to the CITY and paid in accordance with this Interlocal Agreement.

## ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

The execution of this Interlocal Agreement by the COUNTY shall 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 the personnel employed for in this Interlocal Agreement are accurate, complete and current as of the date of the Interlocal Agreement.

#### ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Interlocal Agreement may be amended in writing to decrease and/or increase the amount paid by the CITY to the COUNTY depending upon the utilization and rate of expenditure of funds by the COUNTY, which decrease/increase shall require the approval of both the CITY and the COUNTY.

## **ARTICLE 8 INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28. Florida Statutes, the COUNTY acknowledges and represents that the COUNTY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300.000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. The COUNTY agrees its self-insurance, general liability and automobile liability insurance shall provide primary coverage for all claims.

The COUNTY shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, the COUNTY shall provide a statement or Certificate of Insurance evidencing insurance and/or self-insurance to the CITY. Compliance with the foregoing requirements shall not relieve the COUNTY of its liability and obligations under this Agreement.

Should the COUNTY contract with a third-party to perform any service related to the Interlocal Agreement, the COUNTY shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability Insurance with minimum limits of \$1,000.000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include COUNTY and CITY as Additional Insureds.
- b. Worker's Compensation insurance in compliance with Chapter440, Florida Statutes, and which shall include coverage for Employer's Liability.

## ARTICLE 9 INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the CITY against any actions, claims or damages arising out of or related to the COUNTY's negligence in connection with the COUNTY's performance of this Interlocal Agreement, and CITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of City's negligence in connection with CITY's performance of this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

## ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the CITY 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 Interlocal Agreement. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other.

## ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The COUNTY represents and warrants that it has and will continue to maintain all licenses and approvals required under federal, state, or local laws to conduct its business and provide the services outlined herein, 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 CITY'S representative upon request.

The COUNTY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest standards set forth in Florida law and the Palm Beach County Code of ethics, and anti-collusion laws under federal and state statutes. The COUNTY 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 COUNTY shall comply with all legal criminal history record check regulations required under Florida Statutes Chapter 435 or similar laws applicable to individuals providing services to vulnerable populations, such as homeless individuals, minors, or the elderly.

The COUNTY shall comply with all legal criminal history record check regulations required, including but not limited to, under Florida Statutes Chapter 435 or similar laws applicable to individuals providing services to vulnerable populations. The COUNTY will have and comply with a policy that requires the COUNTY to conduct a Level 2 Criminal Background Check on applicants and volunteers being considered for positions that will provide services pursuant to this Interlocal Agreement, which shall be provided to the CITY upon request. The COUNTY shall complete and receive the results of a Level 2 Criminal Background Check for all employees and volunteers prior to their hire date for any position under this agreement. Proof of Live Scan Screening (an electronic fingerprinting process used for criminal background checks) must be provided, showing that the scan was completed and the results verified before the employee or volunteer begins any duties, including training or orientation. Employees or volunteers who do not meet the requirements of the Criminal Background Check shall not be hired or permitted to provide services under this agreement. All criminal background checks shall be done at the expense of the COUNTY.

## **ARTICLE 12 PERSONNEL**

The COUNTY warrants that all services shall be performed by skilled and competent personnel with expertise in occupations such as social work, homeless outreach, case management, or related disciplines. Any changes or substitutions in the COUNTY'S key personnel, listed in EXHIBIT A, Scope of Work, or any personnel turnover which could adversely impact the COUNTY'S ability to provide services as may be listed herein must be made known to the CITY's representative within five (5) working days of the change.

The COUNTY shall establish and consistently utilize an allocation methodology to distribute personnel costs among multiple funding sources, including an explanation of how personnel time and expenses will be allocated to the services provided under this agreement.

All of the services required hereinunder shall be performed by the COUNTY or subcontractors under the COUNTY's direct supervision. The COUNTY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Interlocal Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local laws to perform such services. Such personnel are employees of the COUNTY and shall not be employees of or have any contractual relationship with the CITY.

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

## ARTICLE 13 SUBCONTRACTING

The COUNTY may engage subcontractors to perform specific services under this Interlocal Agreement, such as specialized outreach, mental health counseling, or other tasks requiring

expertise the COUNTY does not have internally. Any use of subcontractors shall be subject to the CITY's prior written approval. The CITY reserves the right to approve or reject any subcontractor proposed by the COUNTY and may inspect the facilities and operations of any subcontractor to ensure their capability to perform the required services under this Interlocal Agreement.

If a subcontractor fails to perform or make progress as required, the COUNTY shall replace the subcontractor promptly to avoid delays, subject to the CITY's approval of the replacement subcontractor.

#### ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination.

#### **ARTICLE 15 REMEDIES**

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 Interlocal 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 Interlocal Agreement. including but not limited to any citizen or employees of the PARTIES.

### ARTICLE 16 ACCESS AND AUDITS

The COUNTY 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 Interlocal Agreement, or until resolution of any audit findings and/or recommendations. The CITY 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 COUNTY'S place of business.

## ARTICLE 17 CONFLICT OF INTEREST

The COUNTY 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 COUNTY further represents that no person having any such conflict of interest shall be employed for said performance of services.

## ARTICLE 18 DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the COUNTY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Interlocal Agreement a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Interlocal Agreement, the employee will abide by the terms of the statement and will notify the COUNTY 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.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

## ARTICLE 19 AMERICANS WITH DISABILITIES ACT (ADA)

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

## ARTICLE 20 INDEPENDENT CONTRACTOR RELATIONSHIP

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

relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The COUNTY does not have the power or authority to bind the CITY in any promise, contract or representation other than specifically provided for in this Interlocal Agreement.

#### ARTICLE 21 CONTINGENT FEES

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

#### **ARTICLE 22 PUBLIC ENTITY CRIMES**

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

### **ARTICLE 23 ARREARS**

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

## **ARTICLE 24 TERMINATION**

This Interlocal Agreement may be terminated by either party upon sixty (60) days' prior written notice. The COUNTY shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of the CITY's notice of termination, the COUNTY shall cease work as directed by the CITY and take reasonable steps to wind down services in an orderly manner.

## ARTICLE 25 SEVERABILITY

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

#### ARTICLE 26 MODIFICATION OF WORK

The COUNTY and the CITY reserve the right to request a change or changes in Scope of Work. Such request must be in writing and must state the exact change requested and provide a detailed estimate of the expected increase or decrease in cost due to the change. If the other party agrees to the change, this Interlocal Agreement shall be amended to incorporate such change.

## **ARTICLE 27 NOTICES**

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

Wendy Tippett, Director
Palm Beach County Community Services Department 810 Datura Street
West Palm Beach, FL 33401

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

City Manager City of Boca Raton 201 West Palmetto Park Road Boca Raton, FL 33432

with a copy to:

Marisa Herman Special Legislative Assistant to the Mayor City of Boca Raton 201 West Palmetto Park Road Boca Raton. FL 33432

## **ARTICLE 28 SCRUTINIZED COMPANIES**

A. As provided in sections 287.135, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the COUNTY certifies that it, its affiliates, suppliers, subcontractors 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 COUNTY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Interlocal Agreement may be terminated at the option of the CITY.

B. When contract value is greater than \$1 million: As provided in sections 287.135. Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the COUNTY certifies that it, its affiliates, suppliers, and subagencies 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 CITY determines, using credible information available to the public, that a false certification has been submitted by COUNTY, this Interlocal Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Interlocal Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Interlocal Agreement renewal, if applicable.

## **ARTICLE 29 PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the PARTIES to perform services as provided under this Interlocal Agreement.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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 COUNTY 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.

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 Interlocal Agreement term and following completion of the Interlocal Agreement, if the COUNTY does not transfer the records to the public agency.

C. Upon completion of the Interlocal Agreement the COUNTY shall transfer, at no cost to the CITY. all public records in possession of the COUNTY unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the COUNTY transfers all public records to the CITY upon completion of the Interlocal Agreement, the COUNTY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains public records upon completion of the Interlocal Agreement, the COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically by the COUNTY must be provided to

CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY.

Failure of the COUNTY to comply with the requirements of this article shall be a material breach of this Interlocal Agreement. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. COUNTY 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 PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES. TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL 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 30 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Interlocal 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 31 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 32 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall is exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the CITY, nor is the COUNTY authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

## ARTICLE 39 FACILITIES / OFFICE SPACE

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

225 South Congress Avenue Delray Beach, FL 33445

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 Premises, as defined in Exhibit C, shall be used solely and exclusively for general office purposes, administrative functions directly related to the services provided herein and for meeting the CITY's obligations under the terms of this Interlocal Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in EXHIBIT C, which is attached hereto and incorporated herein.

## ARTICLE 33 CONTINUUM OF CARE OUTREACH AND SHELTER PLACEMENT POLICY

County and City agrees to fully comply with all of the Continuum of Care (CoC) Outreach and Shelter Placement policy contained in EXHIBIT D. attached hereto and incorporated herein by reference.

## **ARTICLE 34 REGULATIONS**

The COUNTY 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 COUNTY 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 35 E-VERIFY – EMPLOYMENT ELIGIBILITY

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

COUNTY 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. COUNTY 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 Interlocal Agreement which requires a longer retention period.

## **ARTICLE 36 COUNTERPARTS**

This Interlocal Agreement, including EXHIBITS A, B, C and D referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Interlocal Agreement. The CITY may execute the Interlocal Agreement through electronic or manual means.

## ARTICLE 37 ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the COUNTY both agree that this Interlocal Agreement sets forth the entire Interlocal 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 Interlocal 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 parties hereto have made and executed this Agreement as of the day and year above written.

CITY OF BOCA RATON	
By: LOA S/2 George S. Brown City Manager	
ATTEST:	
By: Ward Siddons City Clerk	
Approved as to form and legal sufficiency:	
By: Jeffrey Sheffel, for City Attorney	
ATTEST:	
Joseph Abruzzo Clerk of Circuit Court & Comptroller Palm Beach County	PALM BEACH COUNTY, FLORIDA a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Maria G. Marino, Mayor
APPROVED AS TO FORM AND	APPROVED AS TO TERMS
LEGAL SUFFICIENCY	AND CONDITIONS
By: Selve C. Wind HOH	By:
Assistant County Attorney	Taruna Malhotra, Deputy Director Community Services Department

#### **EXHIBIT A**

## **FY2025 SCOPE OF WORK**

Program Name: Homeless Outreach Team

**Location:** Municipal Boundaries of the City of Boca Raton

Focus Population: Individuals (ages 18 +) and Families (ages 18 + with at least one (1) minor

child); Palm Beach County residents who lack a fixed, regular, and adequate nighttime residence that is a public or private place not meant for human

habitation ("Clients")

Funding Priority: Housing and Homelessness

#### Overview:

The Homeless Outreach Team will consist of two (2) Palm Beach County Homeless Outreach Team (PBCHOT) members who have been Level 2 Background Check screened consistent with specific standards outlined in Florida Statute s. 435.04, and who will provide street outreach services to Clients experiencing homelessness and living in places not meant for human habitation within the municipal boundaries of the City of Boca Raton. The PBCHOT will provide services to locate, identify, and reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services, including emergency health services, and emergency mental health services, mainstream resources, and assistance in obtaining documentation needed to qualify for housing services.

## Services:

#### The PBCHOT will:

- Refer and coordinate with the appropriate mental health, substance abuse, medical provider, housing services, and other supportive entities to ensure linkage for treatment and follow-up services for clients based on assessments.
- Place Clients in County approved Shelters.
- Record demographic data in the Client Management Information System (CMIS/Client Track) and the Online System for Community Access to Resources and Social Services (OSCARSS).
- Comply with all Continuum of Care approved standards of care as the basis for providing services to clients.
- Document client contacts, referrals, assessments, screenings, and client outcomes in CMIS/Client Track.
- Provide community outreach and education in coordination with the CITY to inform the community about the homelessness service delivery process, including how individuals and families can access services, the role of the Homeless Outreach Team, and how community members can assist or refer individuals in need.

- Provide placement in County shelters contingent on client eligibility, and EXHIBIT D CoC Outreach and Shelter Placement policy, bed availability, and consistent with Continuum of Care Coordinated Entry rules (i.e. acuity score).
- Client placement in County shelters is contingent on client willingness to engage in CoC Services and if bed space is available.
- Services will commence upon hiring the two (2) new PBCHOT members.

## Monthly Reporting Requirements:

The COUNTY shall submit a detailed monthly report to the CITY, which must include the following: the total number of clients served during the month, including demographic details and the number of new clients contacted and ongoing cases. The report shall also outline service metrics, such as the number of referrals made to shelters, mental health services, substance abuse treatment, and other support programs, along with the number of clients placed in shelters or housing programs. Additionally, the report must document program outcomes, including housing placements, medical services accessed, and follow-up actions taken for ongoing cases. A summary of community outreach or education efforts conducted during the month must also be included.

## **EXHIBIT B**

## SCHEDULE OF PAYMENTS

Services: The COUNTY shall submit invoices to the CITY on a monthly basis in the amount of \$13,333.33. Each invoice must include appropriate backup documentation, such as payroll records for outreach personnel, mileage logs, and other relevant expenses directly related to outreach activities. Invoices must be accompanied by the Monthly Report described in EXHIBIT A, Scope of Work. Payment is contingent upon the CITY's receipt and approval of both the invoice and the accompanying Monthly Report.

Description	FY2025	First Renewal Term, if any	Second Renewal Term, if any
Service: Homeless Outreach Services to Clients as		Monthly payment	
described in Exhibit A will be reimbursed based on actual costs	not to exceed \$13,333.33	not to exceed \$13.333.33	not to exceed \$13,333.33
Total	\$160,000	Total CITY payment: not to exceed \$160,000	Total CITY Payment: not to exceed \$160,000
Service: Placement of Clients in non-County operated Shelter(s) will be reimbursed based on \$100 per day per client. This amount refers to both the cost of the shelter bed and the placement coordination service. as applicable, and is limited to a maximum of 5 days per client.**	\$100 per day per client, maximum of 5 days per client	\$100 per day per client, maximum of 5 days per client	\$100 per day per client, maximum of 5 days per client

<sup>\*\*</sup>Every effort will be made to place clients in County-operated shelters based on client's eligibility, CoC Outreach and Shelter Placement policy at no cost to the City. If County-operated shelter beds are not available, these eligibility conditions apply and the cost per bed for non-County shelter will be \$100 per client and will be billed to the City. The total cost for beds in a non-County shelter shall not exceed \$75,000 for the initial term of this Interlocal Agreement, unless specific authorization provided by the City Manager.

he CITY shall reimburse the COUNTY for actual costs incurred in providing services under this Interlocal Agreement, provided such costs are: authorized by the CITY pursuant to this agreement; reasonably incurred in direct connection with the COUNTY's performance of its duties and Scope of Work: and supported by appropriate backup documentation. Backup documentation may include, but is not limited to, payroll records, mileage logs, cell phone bills, and any other applicable documents deemed acceptable by the CITY. These records must be submitted with the COUNTY's monthly submission to the CITY.

#### **EXHIBIT C**

## 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 39 of this Interlocal Agreement, the CITY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow CITY access and use of the Premises. The CITY shall be entitled to use the Premises without charge. The COUNTY will provide the CITY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The CITY accepts the Premises in "as is" condition. The CITY 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 CITY of said use. The CITY shall, at CITY'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 CITY 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 CITY 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 Contract/Agreement and this exhibit 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 CITY damages the Premises, COUNTY shall complete the necessary repairs and the CITY 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 CITY.
- 4. Waste and Nuisance: The CITY 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 CITY 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 Contract/Agreement and for purposes of inspection of the Premises generally.
- 6. Revocation of License: Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the CITY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the CITY. Upon

CITY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the CITY shall vacate the Premises within thirty (30) days, whereupon the CITY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

Surrender of Premises: Upon expiration or earlier termination of the CITY'S license to use the Premises, the CITY, 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 Contract/Agreement, reasonable wear and tear excepted. Indemnity: To the extent permitted by law, CITY 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 CITY of the Premises or any part thereof; or any act, error or omission of CITY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against CITY or by CITY against any third party, then CITY 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 Contract/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

## EXHIBIT D

## CONTINUUM OF CARE (CoC) OUTREACH AND SHELTER PLACEMENT POLICY

<u>PURPOSE-</u> To engage unsheltered people at non-traditional settings such as campsites, public parks, libraries, bus or train stations, exit or entrance ramps to roads and highways, abandoned buildings, or under bridges, public bus stops, and store fronts/restaurants. Outreach workers also engage people at local basic needs organizations such as feeding sites, soup kitchens, clothing centers, or other sites. Street outreach serve as the front door for unsheltered individuals to homeless and permanent housing services. Outreach will connect ignored or underserved people with emergency services, longer-term mental and physical health services, and permanent housing.

<u>UPDATES:</u> Future updates to the CoC Outreach and Shelter Placement Policy will be the responsibility of the quality Assurance Coordinator under the authority of the Director of Human and Community Action.

## **AUTHORITY:**

Palm	Beach	County	Rapid	Re-	Housing	Program	Standards
(https://discover.pbcgov.org/communityservices/humanservices/Pages/HHA.aspx)							
Palm	Beach	County	Rapid	l Re-	-Housing	Core	Components
(https://discover.pbcgov.org/communityservices/humanservices/Pages/HHA_aspx)							
Palm	Beach	County	Housing	Focused	Case	management	Standards
(https://discover.pbcgov.org/communityservices/humanservices/Pages/HHA.aspx)							

## **DEFINITIONS:**

- Acuity List A list that represents the prioritization of persons who are in need of homeless services or housing interventions, in rank order based on highest level of need to lowest.
- Admission Process to admit a client into a program.
- Assessment A process that reveals the past and current details of an individual's/household's strength, and needs, in order to match the client to appropriate services and housing. For the purpose of this document, assessment will refer to a process (whether at primary screening and intake or at entry to a housing program) that reveals a client's eligibility, needs, barriers and strengths.
- By-Name List A list that represents the persons or households who are in need of permanent housing.
- Central Point of Access For the purpose of this document, Central Point of Access is the Homeless Resource Center where individuals or families can go to for intake and assessment of homeless and housing services for which they may qualify.
- Chronic Homelessness A chronically homeless individual is someone who has experienced homelessness for one continuous year or longer, or who has experienced at least four episodes of homelessness in the last three years that add up to 12 months or more

- and has a disability. A family with an adult member who meets this description would also be considered chronically homeless.
- Coordinated Assessment Relates to the utilization of the same assessment tool across multiple systems to connect clients to services as a means for a coordinated entry system. For the purpose of this document, that tool is the SPDAT (Service Prioritization Decision Assistance Tool) based on population, Individual. Family, or Transition Age Youth.
- Coordinated Intake Provider Network is a consortium of partners that includes homeless service providers, advocacy groups, government agencies, and homeless individuals who are working together to address the housing and support needs of the homeless in Palm Beach County.
- Coordinated Systems Within our community, coordinated systems is defined as interconnected network of systems that services homeless and at risk households, and consists of coordinated intake and assessment, diversion, prevention, rapid re-housing, transitional housing, permanent supportive housing and other tailored programs and services, and linkages to mainstream resources.
- **Diversion** An approach that supports individuals and families by assisting them in identifying immediate alternative housing arrangements and, if necessary, connecting them with financial and other services to help them return to permanent housing.
- **Document Ready** This term indicates that an individual's status has been documented through verification of homelessness and/or chronic homelessness through HMIS data, letters from outreach providers or shelters, confirmation documents provided by hospitals or treatment programs, or self-certification up to 30 days and/or verification of disability through SHP form, disability income, or psychiatric and/or medical diagnosis.
- FUSE Palm Beach County FUSE (Frequent User System Engagement): A multiple
  systems approach to housing unsheltered community members who have high rates of
  criminal justice contacts. homeless service utilization, and admission to detox and crisis
  stabilization services. This small subpopulation consists of the top utilizers of services that
  result in high public costs.
- **HMIS** Homeless Management Information System is a centralized database designated to create an unduplicated accounting of homelessness that includes housing and services.
- Homeless HUD definition as of January 2012: is an individual or family who lacks a fixed regular, and adequate nighttime residence, which includes a primary nighttime residence of: a place not designed for or ordinarily used as a regular sleeping accommodation (including car. park, abandoned building, bus/train station, airport or camping grounds): a publicly or privately operated shelter or transitional housing, including a hotel or motel paid for by government or charitable organizations. In addition a person is considered homeless if he or she is being discharged from an institution where he or she has been a resident for 90 days or less and the person resided in shelter (but not transitional housing) or place not meant for human habitation immediately prior to entering the institution.

- Homeless Resource Center The agency identified as the primary administrator of coordinated intake and assessment. For the purpose of this document, that is the Philip D. Lewis Center. Melissa's Place, Mid-County and the partners administering the coordinated assessment process: Gulfstream Goodwill Industries. Adopt-A-Family and all Homeless Outreach Teams.
- Housing First Evidence-Based programming for housing homeless individuals and families according to the provisions of a standard lease without requiring services other than case management in order to attain and retain housing.
- Housing Ready A case management/housing approach that places homeless households
  into permanent housing only when determined the household was ready. Until that time,
  households are placed into long-term shelter or transitional housing programs. The
  approach is being replaced by the Evidence Based Practice of Housing First and "rapid rehousing."
- Housing Stability (formerly Prevention) Assistance that can aid households in preserving their current housing situation by providing assistance to households that otherwise would become homeless.
- HUD The Department of Housing and Urban Development: the United States federal department that administers federal program dealing with homelessness. HUD oversees HEARTH-funded programs.
- Information Specific facts about a program, such as its location, services provided, eligibility requirements, hours of operation, and contact information
- Intake the general process between the client's initial point of contact and screening for eligibility. This step involves primary assessment of needs, strengths and resources to refer households into appropriate services
- Linkage or Access to Mainstream Resources An approach to help people stabilize their housing for the long term by linking them to resources for which they are eligible within their community.
- Navigation The process of assessing eligibility in order to connect or refer individuals for services.
- Navigator An intake worker whose responsibility is to provide coordinated intake and assessment for individuals or families seeking housing services.
- Outcome The specific result of what was provided from a specific activity or service; in relation to HUD/HEARTH, a specific result as detailed by HUD/HEARTH funding requirements.
- Outreach An outreach worker whose responsibility it is to identify individuals and
  families who are sleeping in places not meant for human habitation and engage with these
  individuals with the goal of connecting them to housing resources through coordinated
  intake and assessment.
- **Prioritization** The process of using service-specific evaluation criteria to determine which individuals are most urgently in need of homeless services or housing interventions.

- **Progressive Engagement** refers to a strategy of providing a small amount of assistance to everybody who enters your homelessness system, then waiting to see if that works. If it does not, you provide more assistance and wait to see if that works. If not, you apply even more, until eventually; you provide your most intensive interventions to the few people who are left.
- Rapid Re-housing An approach that focuses on moving homeless individuals and families into appropriate housing as quickly as possible by providing the type, amount and duration of housing assistance needed to stabilize the household. Clients do not need to be considered "Housing Ready".
- Referral linking a client to a particular program for possible assistance.
- Screening For the purpose of this document, the process by which eligibility for housing and services is determined at the initial point of contact through coordinated entry. Once screening determines eligibility, the intake and referral process follows.
- Systems Change For the purpose of this document, the process by which our CoC has
  altered the way homeless and at-risk households engage with the homeless and housing
  providers within our communities. The purpose of system change is to implement practices
  that have shown to decrease the incidence and length of time in homelessness, with a longterm goal of reducing and ending homelessness.
- Tailored Programs and Services An approach to case management services that matches the services to the particular individual's or family's needs rather than using a one-size-fits-all approach.
- **Targeting** Process of determining the population to whom assistance will be directed. That is, the target population. The targeting process can occur at both the system and the program levels.
- **Verification** The gathering and review of information to substantiate the applicant's /client's situation and support program eligibility and priority determination.
- Veteran (HUD) / Veteran Grant Per Diem (GPD)/ Veteran Self Sufficiency Veteran Families (SSVF) Any individual that has served one day of active duty.
- Veteran (VASH) & Healthcare for Homeless Veterans (HCHV) any individual that has served 24 months of active duty or is eligible for VAMC Healthcare and has a discharge or release from service under conditions other than dishonorable discharge.
- VI-SPDAT-(Vulnerability Index-Service Prioritization Decision Assistance Tool): An evidence based tool used by all regions in the Balance of State to determine initial acuity and set prioritization and intervention for permanent housing placement.

## Eligibility Guidelines:

The program will determine eligibility based on the following criteria:

- 1) Must reside in Palm Beach County
- 2) (VI-SPDAT)
- 3) Must be a Palm Beach County resident

- 4) Literally Homeless- Must be living on the streets at minimum 24 hours (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
- 5) Fleeing/Attempting to Flee Domestic Violence (where the individual or family also meets the criteria of Literally Homeless)

## **Documentation of Eligibility:**

- Evidence of homelessness (in order of priority)
  - 1) Third party documentation, OR
  - 2) Case Worker written observation. OR
  - 3) Certification form signed by the person seeking assistance

## **Intended Outcomes:**

- Street Outreach performance will be measured based on the following standards:
  - 1) An increase in the number of contacts with unduplicated individuals made during outreach.
  - 2) An increase in the percentage of households that access programs such as mental health, substance abuse, educational, medical, domestic violence, employment etc.
  - 3) An increase in the percentage of households that access temporary and housing.
  - 4) An increase in the percentage of households that obtain necessary documentation such as state ID, driver license, social security cards, birth certificates etc.
  - 5) An increase in the number of contacts obtaining public benefits, increased income, health insurance, SSI, food stamps, etc.

## Outreach and Engagement:

**Standard:** Outreach will locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs, mainstream social services, and permanent housing programs.

All participants must meet the following program eligibility requirements for street outreach programs:

- Unsheltered homeless, living in places not meant for human habitation such as campsites, abandoned buildings, bus or train stations, in cars, or under bridges.
  - Outreach must use the standard order of priority for documenting evidence to determine unsheltered homeless status. Case workers must document in the client's file that the agency attempted to obtain the documentation in the preferred order. The order should be as follows:
    - Third-party documentation (including HMIS).
    - Intake worker observations through outreach and visual assessment.
    - Self-certification of the person receiving assistance.
  - Programs should engage individuals, make an initial assessment of needs, and determine unsheltered homeless status. During outreach, if programs determine that an individual

does not meet the definition of unsheltered homelessness, they should still connect any literally homeless person needing assistance to local social services resources to access needed services, but not enroll them for expanded services in the street outreach program. A diversion strategy should be used in this process.

- 3) Programs can only turn away unsheltered individuals from program entry for the following reasons:
  - The individual does not meet the unsheltered homeless definition.
  - The safety of staff is at imminent risk.
  - Outreach cannot disqualify an individual or family from entry because of employment status or lack of income.
  - Outreach cannot disqualify an individual or family because of evictions or poor rental history.
  - Outreach may make services available and encourage engaged individuals to participate in higher level services but cannot make service usage a requirement.
  - Street outreach programs should continue to outreach and engage unsheltered individuals on a regular basis, offering them higher level services and ensuring basic needs are met.
  - Outreach will maintain releases of information, case notes, and all pertinent demographic and identifying data in HMIS as allowable by program type.
  - Paper files should be maintained in a locked cabinet behind a locked door with access strictly reserved for case workers and administrators who need said information.
  - Programs may deny entry or terminate services for program specific violations relating to safety and security of program staff and participants.

## Street Outreach

**Standard:** Street outreach programs will provide assertive outreach and engagement to unsheltered individuals living in places not meant for human habitation, and assist them in accessing emergency shelter, physical and behavioral health services, income supports, and permanent housing.

- Street outreach programs will assertively outreach and engage unsheltered individuals where they are, seeking them in campsites, under bridges, near entrance and exit ramps to roads and highways, in abandoned buildings, living in bus or train stations, or other places not meant for human habitation.
- Street outreach programs will collaborate with local service providers or basic needs
  providers and organizations where unsheltered individuals seek basic services such as food
  pantries, crisis centers, community centers, day shelters, and others, setting up regularly
  scheduled times to outreach and engage unsheltered individuals in these locations.
- Street outreach programs should provide outreach and engagement, crisis intervention counseling, case management, emergency and permanent housing planning, employment and other income assistance, and life skills training.

- Program staff should help unsheltered individuals connect to physical and mental health services, substance abuse treatment, transportation, services for special populations (i.e. developmental disabilities, HIV/AIDS), and other mainstream services, including public benefits such as Social Security Disability, Medicaid/Medicare, Food Stamps, TANF.
- Street outreach programs should not deny or terminate services to individuals unwilling or unable to obtain higher level services or follow a basic case management plan.
- Street outreach programs must actively participate in their community's coordinated assessment system.
- Program staff should assess unsheltered individuals with the VI-SPDAT and advocate for permanent housing for these individuals at the local case conferencing meeting.
- Street outreach programs shall not charge money for any housing or supportive service provided.
- Street outreach programs must work to link their clients to permanent housing programs, such as rapid re-housing and permanent supportive housing, in the community.

## **Outreach Service Area Assignments**

POLICY: Focusing Outreach team efforts to address specified geographic areas and other areas as the need is identified

PURPOSE: To ensure deepened work with individuals and community agencies in a specified area.

PROCEDURE: Outreach teams are expected to carry out outreach in their assigned area, priority is given to H.O.T. line calls, whenever they occur. An effort will be made by the supervisor to match assignment of response calls to team/service areas whenever possible. Outreach teams will focus their work in assigned service areas in the following ways:

- 1. Maintaining a regular, daily presence in the service area.
- 2. Deepening work with specific individuals known to stay within a particular service area.
- 3. Carrying out "walking" outreach in selected areas.
- 4. Informing local business owners and other community representatives of services.
- 5. Becoming knowledgeable about the nature and needs of the population experiencing homelessness in an assigned area.
- 6. Visiting service area-based encampments or "hot spots" and providing a report of engagements with individuals at these spots to Outreach the supervisor.
- 7. Coordinating inter-team work on behalf of individuals known to other teams.
- 8. Connecting individuals to placement and other services as appropriate.
- 9. Respond to H.O.T.-line calls that occur within assigned service area, whenever feasible.

## Case Management Services

**Standard:** Street outreach programs shall provide access to case management services by trained staff to any unsheltered individual, matching his/her needs and desire.

- Street outreach staff provide regular and consistent case management to program participants based on the individual's specific needs and the level at which the participant desires. Case management includes:
- Building trusting, lasting relationship with unsheltered individuals.

- Providing access to basic needs, including identification, health care services, public benefit enrollment, food, clothing, and hygiene items.
- Assessing, planning, coordinating, implementing, and evaluating the services delivered to the participant.
- Outreach staff should engage participants in an individualized housing and services plan.
   Participants do not need to access additional services to be referred to permanent housing providers.
- Helping clients to create strong support networks and participate in the community, as they
  desire.
- Encouraging unsheltered individuals to seek emergency shelter and advocating with local shelter providers to accept and work with the individual.
- The program can and should continue to work with an unsheltered participant who accesses
  emergency shelter to serve as an advocate and liaison to higher level services such as
  permanent housing.
- Creating a path for clients to permanent housing through providing rapid re-housing or permanent supportive housing or a connection to another community program that provides these services.
- Outreach staff should conduct the VI-SPDAT as quickly as possible and ensure participants information is added to the community's acuity list.
- Street outreach staff or other programs connected to the outreach program through a
  formal or informal relationship will assist residents in accessing cash and non-cash income
  through employment, mainstream benefits, child care assistance, health insurance, and
  other benefits.

#### Termination

**Standard:** Termination should be limited to only the most severe cases. Outreach will exercise sound judgment and examine all extenuating circumstances when determining if violations warrant program termination

- In general, the program may terminate assistance in accordance with a formal process established by the program that recognizes the rights of individuals and families affected (see grievance process).
- The program is responsible for providing evidence that it considered extenuating circumstances and made significant attempts to help the client continue in the program (see case closing form).
- Clients will be given the grievance process information as part of the assessment process.
- Any participants who feel the street outreach program wrongly terminated assistance will be granted the opportunity to file a grievance.
- Programs should only terminate assistance when a participant has presented a terminal risk to staff or other clients. If a barred client presents him/herself at a later date, programs should review the case to determine if the debarment can be removed to give the participant a chance to receive further assistance.

## **APPEAL PROCESS**

Individuals served by the Division of Human Services have the right to appeal the decision with which they do not agree regarding eligibility and service provision. The appeal process will be according to Chapter2, section 2-11. The appeal process consists of three possible steps in the order listed. The steps are outlined as follows:

**Step 1. Supervisory Review**: Make a verbal request with a representative of the Division to meet with the Casework Supervisor. If the Casework Supervisor is unavailable to address the issue. Casework Supervisor must arrange to meet with you within three (3) working days of receiving the request.

**Step 2. Operations Supervisor's Review**: Step 2 can only begin when Step I was unsuccessful in resolving the issue. Then a verbal request can be made with a representative of the Division to meet with the Operations Supervisor. Upon receipt of the request, the Operations Supervisor/designee will schedule an appointment to meet with you within three (3) working days.

**Step 3. Director's Review**: Lastly, if you are dissatisfied with the Operations Supervisor's review, you should write a letter to Wendy Tippett, Director of Human Services at 810 Datura Street, Room 350. West Palm Beach. FL 33401. Within ten (10) days of receiving the written notice explaining your disagreement, you will be contacted to set up a meeting. Your written request should explain the nature of the disagreement and the outcome you are requesting.

## THIS PROCESS MUST BE FOLLOWED IN THE THREE SEQUENTIAL OUTLINED STEPS

The appeal process will be denied if the request is made 10 days or greater of the closure date.

### Outreach Case Files

**Standard:** Street outreach will keep all client files up-to-date and confidential to ensure effective delivery and tracking of services.

- Client and program files should, at a minimum, contain all information and forms required by HUD. Documents may include, but not limited to service plans, case notes, referral lists, and service activity logs including services provided directly by the street outreach program and indirectly by other community service providers.
- Documentation of unsheltered homeless status.
- Determination of ineligibility, if applicable, which shows the reason for this determination.
- Documentation of using the community's coordinated assessment system.
- Services and assistance provided.
- All client information should be entered into the HMIS in accordance with data qualitytimeliness, and additional requirements found in the agency and user participation agreements.
- At a minimum, programs must record the date the participant enters and exits the program, enter HUD required data elements, and update the participant's information as changes occur.

- Programs must maintain the security and privacy of written client files and shall not disclose any client-level information without written permission of the participant as appropriate, except to program staff and other agencies as required by law.
- Participants must give informed consent to release any client identifying data to be utilized for research, teaching, and public interpretation. All programs must have a consent for release of information form for participants to use to indicate consent in sharing information with other parties.

## Income Eligibility:

There are no income guidelines for outreach services.

## Funding:

The Palm Beach County Homeless Outreach Team is funded by ad valorem funds.

## Financial Assistance (Payments):

The Homeless Outreach Team does not provide any type of financial assistance.

## Coordinated Outreach, Entry & Prioritization Process with Lewis Center For PSH Beds

Outreach Coordinated Assessment Protocol:

- Outreach Staff will triage each individual or family utilizing the VI SPDAT to determine acuity and appropriate housing type.
- For referrals for families, contact Adopt-A-Family Navigator Supervisor.
- Outreach staff will enter all contacts for those unsheltered homeless they encounter.
- HMIS provides an ongoing Acuity List for PSH & Rapid Re-Housing & the list updates as information is entered.
- Outreach staff enters all appropriate data into HMIS, and enrolls the individual or family on the By Name List.
- Once the individual/family is enrolled in a program, then the Outreach will complete the client's enrollment on the Acuity List.
- Outreach staff assists the individual/family with obtaining the required documentation to enter a PSH program. The required documentation includes: Certification of Homelessness. HUD Chronicity letter. SHP disability form, TPQY and any other documentation requested.
- When documenting multiple episodes over three years, utilize three Housing History Worksheets or attach a letter specifically outlining the dates of the four or more episodes over three years totaling 12 months. This verifies the timeframe as well as outlines if there were breaks in homelessness. For any time period requiring self-certification, the individual must list the specific months on Part 4 of the Worksheet: Staff & Client Certifications and sign this portion of the form.
- The preference is not to document homelessness though self-certification. When this occurs, it is the responsibility of each HUD funded PSH program to track the number of individuals accepted who have self-certified 12 months of homelessness to ensure no more than 25% of the residents accepted qualified utilizing this eligibility criteria.

- Outreach shall present the required documentation to the Lewis Center Coordinated Entry Supervisor who will review the documents for accuracy and upload them into HMIS.
- Utilizing the HMIS Housing Acuity List, the top five (S) names who are document ready will be discussed at the Weekly Case Conference;
- During Case Conferencing, the next 10 individuals who have not submitted the required eligibility documents will be identified.

## Coordinated Entry into Federal, State and Local Funded Housing Program

- When a bed becomes available, each housing program notifies the Lewis Center so filling the bed can be discussed at the Prioritization Committee Meeting. The Lewis Center prepares a List of names to be discussed at the meeting. Based on the type of bed/program, the Prioritization Committee will utilize the Housing Prioritization List to determine the next individual/family referral for placement based on criteria established for each subpopulation along with any additional factors that cannot be quantified but need to be considered when identifying who should be placed in the available bed. Notification to fill an available bed is determined at the Prioritization Committee Meeting.
- The Lewis Center provides a letter documenting the name of the individual or family confirming prioritization for placement in available PSH or RRH bed.
- The Outreach Program will be responsible for contacting the individual/family and assist the individual/family in traveling to the housing program and securing any additional documentation needed to enter the program.
- Should a Housing Program evaluate a client for their bed and question whether their program fits the needs of the client, they must staff the case with the Prioritization Committee to establish if that the individual/family be considered for another program. If this occurs, then the Housing Program with the bed will accept the next person/household on the priority list and the first individual/family is placed in the next available bed deemed most appropriate.
- Lewis Center enters the results on the Prioritization List.

For those, not meeting PSH or Rapid Re-Housing criteria, Outreach Staff will enter the information into HMIS and will refer them to available diversion/financial assistance programs.

 Palm Beach County's Acuity list is formulated through the utilization of an index comprised of multiple indicators of vulnerability, as well as associated criteria for program and/or sub-population eligibility. Each indicator is weighted. Each indicator has a value, which is calculated to identify a final score. This score determines ranking on the acuity list and prioritization for housing placement. The highest scoring client receives priority for service/housing enrollment

## <u>Coordinated Outreach, Entry & Prioritization Process with Lewis Center For RRH Beds</u> Outreach Coordinated Assessment Protocol:

- Outreach Staff will triage each individual or family utilizing the VI SPDAT to determine acuity and appropriate housing type.
- For referrals for families, contact Adopt-A-Family Navigator Supervisor.

- Outreach staff will enter all contacts for those unsheltered homeless they encounter.
- HMIS provides an ongoing Housing Prioritization List for PSH & Rapid Re-Housing & the list updates as information is entered.
- Outreach staff enters all appropriate data into HMIS, and enrolls the individual or family on the By Name List.
- Once the individual is enrolled in a program, then the Outreach will complete the client's enrollment on the Acuity List.
- Outreach staff assists the individual with obtaining the required documentation to enter into a Lewis Center bed. The required documentation includes: Certification of Homelessness, and VI SPDAT.
- The acuity list is reviewed by outreach and outreach determines who is next to be placed in a RRH bed at the Lewis Center.
- The outreach team contacts the individual and informs the Lewis Center of the potential placement. The team transports the individual to the Lewis Center for placement and delivers the required documentation to Lewis Center staff.

## Safe Transportation Policy

POLICY: Safe transportation recommendations

PURPOSE: To ensure safety of outreach workers and the individuals we serve during transport. PROCEDURE

- 1. Ask client if they have any weapons before entering the vehicle, small knives, razors, scissors etc. If the client possess any weapons, please ask for the items and place them in a plastic zip lock bag, and keep items secured upfront with staff. If the individual refuses to give staff the weapons then transportation is not available, and a bus pass will be given for transportation. Also ask clients to open back packs, bags and any other closed, or secured containers to check for weapons. At no time shall a staff physically check any bags or belongings of the client and at no time shall the staff physically touch the client to check for weapons. Staff will ask the clients to empty pockets, or move around items in bags so staff can visually check for weapons. If police/deputy present this search can be done by law enforcement.
- 2. Ask if the individual if they can get in and out of the vehicle on their own. If the client need assistance entering the vehicle staff can help, but staff is not permitted to lift any person.
- 3. All individuals' belongings should go in the trunk/back of the vehicle.
- 4. t is recommended outreach workers not transport without a partner.
- 5. If you have any concern about your safety, your coworker's safety or the individual engaged consult with the supervisor. If need do not transport.
- 6. If someone poses a threat to himself or others, you need to call 911.
- 7. It is highly recommended you assess transport of someone under the influence of drugs and alcohol. If the person does need transport, police should be called to assist.
- 8. If someone needs immediate medical attention, call 911.
- 9. Be mindful of location of the individual in vehicle.
- 10. Any transport should be called in. Team should share information around the transport including name of the individual, destination and completion of transport.

11. Case Managers must complete a transportation agreement before placing and transporting participants in county vehicles. These forms are to be filled out for each time the participant is transported (signed and dated). If the participant is transported on a normal basis and with specific times and dates 1 single transportation agreement can be completed to cover that certain time period.

## Protocol for Outreach-Identified High Activity Areas such as Encampments

POLICY: Focusing Outreach team efforts to address areas that have been identified by community partners/Public as requiring targeted attention from outreach services.

PURPOSE: To ensure prioritized attention and coordination regarding outreach services to identified high activity areas.

PROCEDURE: The Outreach Supervisor will inform appropriate law enforcement agency of designated high activity areas. Assignments will be made based on the team responsible for the service area inclusive of the high activity area.

- 1. Targeted Outreach: The responsible team will conduct two visits per week to all sites that have been designated high activity areas. Teams will engage individuals and refer them to shelter and services as needed.
- 2. The teams involved will notify outreach supervisor of the following: time, location, number of individuals present, names of individuals if identified, and outcomes of each engagement as they occur.
- 3. On a weekly basis the "designated staff" will update the relevant stakeholders of all action taken in relation to identified sites.
- 4. Individuals with recurring, continuous engagements at these sites will be placed on the acuity list for any housing options available to them. If individuals decline any housing options and are being engaged with repeatedly other services should be offered and identified. Unidentified individuals will be tracked by nick names/street names and with details regarding their location and identifiable characteristics.
- 5. The designation of high activity areas will be reviewed monthly by outreach supervisors, and stakeholders. During this meeting a plan of action should be discussed, implemented etc.

## Procedures for the Placement of Vulnerable Individuals

POLICY: When encountering an especially vulnerable individual, outreach workers should secure placement in a safe, supportive environment.

PURPOSE: To ensure that homeless, vulnerable individuals are connected to supportive placement and that the placement understands the level of vulnerability

PROCEDURE: Assess the vulnerability of the individual by determining if they require care and consideration beyond what is typical during the process of placement. Examples of vulnerable individuals may include:

- People with acute medical conditions
- People with intellectual or development disabilities
- People with cognitive impairment, including dementia
- People with physical disability impairment

- People with acute psychosis
- The elderly
- 1. Whenever placement occurs for a person that should be considered a vulnerable individual, care should be taken to ensure that all special considerations are made for placement in a shelter. Safe Haven placement, admission to a hospital emergency room, or admission to a Crisis Center.
- 2. Outreach Worker should confirm that staff at placement have connected with individual and aware of his/her unique needs.
- 3. Outreach Worker should provide whatever information he/she has about individual at time of placement
- 4. Outreach Worker should establish contact on the following day to ensure that placement was successful and there are no outstanding issues or concerns.
- 5. If an Outreach Worker is informed of elopement (within a certain time frame after placement), the Worker should actively participate in the attempts made to return the individual to the placement

## **Outreach Hours Policy**

POLICY: Staff must be available until the end of their shift.

PURPOSE: To assure that all calls and concerns are responded to during the hours of operation. PROCEDURE: Outreach workers should return from street outreach no earlier than 30 minutes prior to the end of shift to complete paperwork and/or enter contact data. Workers must be available to answer response calls or other outreach requests up until no less than 30 minutes before the end of shift.

- If an outreach staff person must leave before the end of his/her shift, a supervisor should be notified.
- The receptionist must be prepared to answer outreach calls until the end of the shift.
- Outreach staff who must remain after the end of the shift should notify their supervisor the next day.
- Outreach staff or receptionist who foresee staying longer than one hour after the end of their shift should consult their supervisor in advance.

## Placement Policy

POLICY: The following should be considered policy for placement of all individuals.

PURPOSE: It is expected that all placements will included an introduction of individual and relevant information.

## PROCEDURE:

- 1. Outreach Worker should confirm that staff at the placement site have spoken directly to the individual and are aware of his/her unique needs.
- Outreach worker should provide whatever information he/she has about individual at time of placement

- 3. Outreach worker should visit or establish contact on the following day to ensure that placement was successful and there are no outstanding issues or concerns.
- 4. If an Outreach Worker is informed of an elopement (within a certain time frame after placement), the worker should actively participate in the attempts made to return the individual to the placement
- 5. At times, Outreach workers will encounter and secure placement for vulnerable individuals. For this policy, a vulnerable individual will be defined as someone requiring care and consideration beyond what is typical during the process of placement. Examples of vulnerable individuals may be
  - a. People with acute medical
  - b. People with cognitive impairment including dementia
  - c. Physical disability impairment
  - d. Acute psychosis
  - e. Recent Drug use/intoxication
  - f. Elderly
- 6. Whenever placement occurs for a person that should be considered a vulnerable individual, special care should be taken to ensure that all special considerations are made for placement in Community shelter, Safe Haven placement, admission to a hospital Emergency Room, Admission to a Crisis Center.

## Service Referral Policy

CONTEXT: Persons experiencing unsheltered homelessness may experience some ambivalence around being connected to services. Many have traumatic histories of interacting with the services systems while others may be in early stages of change regarding the need for assistance in certain areas. The policy below is to educate and assist outreach staff regarding how most effectively to make a service referral that truly assists people experiencing unsheltered homelessness.

POLICY: Outreach workers will accompany and remain with consumers on intake and assessment visits at healthcare agencies including behavioral health or primary care clinics as needed and follow up with agency personnel regarding outcome of visit (needed Basis).

PURPOSE: To ensure best possible use of available resources by people experiencing unsheltered homelessness on their own behalf.

PROCEDURE: When workers encounter an individual, who is ready to take the next step, support should be offered, whenever possible, to help solidify consumer connection to services.

- 1. Outreach workers will assess the need for remaining with people who they have referred to healthcare intake sites for healthcare treatment. If such a need has been determined to be in the person's best interest, wherever possible, the outreach worker will arrange to remain at the site as long as necessary to support the person's connection to needed services.
- 2. The worker will contact receptionist to inform them of their whereabouts and ascertain the availability of alternate teams to meet response need.

3. The outreach worker will follow up the next day to assure appropriate placement and connection to services, and will remain available for further contact with the agency on the person's behalf, as needed.

## **Special Request Policy**

POLICY: To ensure that special requests of outreach workers is done in an organized manner. In addition, to ensure a uniform collection of information so it can be easily summarized. Resources are evaluated as a team due to limited resources.

PURPOSE: To ensure cooperation between Outreach teams and other local community law enforcement or community providers.

PROCEDURE: If a community official or business places a request for a team to visit a location on an ongoing basis, they will be directed to the Outreach Supervisor, who will initiate the following procedure:

- 1. Supervisor will analyze request to determine what specialized placements or resources are available to honor the request.
- 2. Supervisor will evaluate if location needs to be added to the hot spot report. Appropriate teams based upon service areas will be alerted that an area will be added as a hot spot.
- 3. Supervisor agree that an outreach team needs to be sent to a location on an ongoing basis.
- 4. If the request cannot be accommodated by outreach, will follow up with person who placed the request.

## Substance Use Treatment Referral Policy

POLICY: Authorization for substance abuse treatment is provided by a local provider for persons with health insurance or by local provider for persons without health insurance.

PURPOSE: To promote efficient and effective referrals to substance use treatment.

PROCEDURE: If the person has no health insurance and no identification, the following procedure for referral to a local provider should be followed:

- 1. The outreach worker would contact a local provider directly and ask for a contact person to present the individual for admission.
- 2. In this way, a local provider is clear that this indeed is an Outreach client. They are willing to override not only ID but also any funding guidelines or protocols that were/are in place.
- 3. The local provider has created a specific target category for Outreach clients within the system to indicate that this client's life is dangerously impacted by their drug/alcohol use and, in many cases, these clients are of the co-occurring nature which requires a very comprehensive treatment plan and coordination of case management services available to them.

## **Housing Referral Policy**

POLICY: Outreach workers can apply for supportive housing services for clients, where appropriate.

PURPOSE: To connect Outreach clients to housing resources in your community.

## PROCEDURE:

- 1. Outreach worker engages client.
- 2. Outreach worker completes the screening tools, the Vulnerability Index- Service Prioritization Assistance Decision Tool or VI-SPADT.
- 3. The completed VI-SPADT is submitted to the community's Coordinated Entry System. Outreach worker notifies their supervisor of submission/data.
- 4. The team's supervisor tracks all submission and follows up with appropriate Coordinated Entry staff to ensure that the submission was completed properly and is being considered.
- 5. The Continuum of Care or designated entity will review the submission/data and decide if the person is appropriate for PSH, or RRH services and if so, will authorize PSH services.
- 6. If the Continuum authorizes PSH services, they will notify the appropriate supervisor and the designated outreach worker. They will also note that the person has been authorized PSH services.
- 7. The Coordinated Entry system will match the client with housing that they are eligible for.
- 8. The Outreach Worker is responsible for following client via the priority list until other case management services are obtained and a transfer has been completed. Clients placed on priority list will be reviewed weekly with team to monitor continuity of care.

## Outreach Protocol when encountering Intoxicated and/or Non-Responsive Individuals.

POLICY: Outreach workers should implement safe and effective methods of assisting individuals who are non-responsive.

PURPOSE: To ensure the safety of consumers and outreach workers encountering individuals who are difficult to rouse.

PROCEDURE: Engagement and assessment of intoxicated and/or non responsive individuals present numerous challenges to the outreach worker. The purpose of this policy is to ensure that staff assists these individuals in a safe, effective manner.

## Initial Engagement:

When the Outreach worker encounters someone who appears to be sleeping, they should attempt to rouse the individual from a safe (approximately three arms length) distance, by verbally calling out to the person. If after several attempts the individual is not aroused, the worker should call 911 and remain with the individual until emergency help arrives. If this encounter was a result of a hotline response call, the worker should also let the supervisor know of this outcome.

- 1. If the individual responds to the worker's calls, the worker can engage from a safe distance, as usual.
- 2. The worker should make an appropriate assessment regarding the individual's status, vulnerability, and need for assistance/shelter and/or involuntary commitment.

- 3. If the individual does not meet the criteria for involuntary commitment and is willing to come in, but is unable to ambulate independently, or safely, without assistance, the worker should call 911.
- 4. If the individual is unwilling to comply with the worker's recommendations for shelter, and does not meet the criteria for psychiatric involuntary commitment, or additional emergency procedure can/should be implemented.

## Assessment for Involuntary Commitment:

Worker must attest to the individual being "severely mentally disabled", as follows: "A person is severely mentally disabled when, as a result of mental illness, his capacity to exercise self-control, judgment and discretion in the conduct of his affairs and social relations or to care for his own personal needs is so lessened that he poses a clear and present danger of harm to others or to himself.

#### Outreach coordination with Law Enforcement.

POLICY: Work together to provide for the individual experiencing homelessness during response outreach, weather emergencies, and regular/overnight outreach and encampments etc.

PURPOSE: To ensure cooperation and safety between Outreach teams and law enforcement.

PROCEDURE: Regular Outreach accompanied by law enforcement: As a rule, there should be at least 2 outreach workers along with law enforcement. Law enforcement role consist of the following during outreach:

- Safety and security
- Assisting in the identification of homeless individuals
- Assisting with Baker act, medical, detox placement, and transition bed placement (Lewis Center).
- Transporting intoxicated individuals to facilities
- Law enforcement may lead outreach workers to hot spots and homeless individuals in their district/zone.
- 1. When entering encampments, abandoned buildings, under bridges, and other enclosed, or semi enclosed areas outreach staff must allow law enforcement to enter first to determine if it's safe to enter area, or dwelling.
- 2. When outreach staff is trailing law enforcement on the highway, staff is expected and required to follow traffic laws, and outreach is not allowed to do some of the things that law enforcement does. Outreach must inform law enforcement to slow-down, if they are unable to keep up speed.
- 3. Outreach must not enter any tents, or make-shift dwellings without permission from the owner/client

- 4. If law enforcement makes an arrest, or an altercation takes place involving law enforcement, outreach must vacate the area. It is expected outreach returns to the vehicle immediately to avoid being involved in police matters.
- 5. Outreach shall speak with clients without law enforcement in immediate area for privacy. If the officer is in the immediate area, outreach should ask the officer to step away for privacy reasons.
- 6. Law enforcement is expected to encourage clients to engage, and is expected not to participate in outreach to make arrests, and gather law enforcement information.
- 7. Law enforcement should transport individuals that are intoxicated and/or under the influence of substances to appropriate facilities.
- 8. Outreach shall document joint efforts with law enforcement, and any other agency involved with outreach.

## **Public Interaction Policy**

POLICY: Appropriate interaction with public during Outreach.

PURPOSE: To ensure a suitable appraisal from the public regarding outreach work with individuals experiencing homelessness

## PROCEDURE:

- 1) Be aware of the public nature of outreach to people who are homeless. Members of the public observe your interaction with people who are homeless. They may not understand and may even misinterpret your role.
- 2) Be prepared to give a brief explanation of your work. If a bystander questions you or your role, briefly explain who you are and what you are doing.
- 3) Refer individuals who want more information to the outreach supervisor.
- 4) Politely ask the person making the inquiry to allow you to work with the homeless person privately. Inform the individual that to continue the rapport building process and to respect the person's confidentiality, you would like to continue to engage the individual privately.
- 5) If the person making the inquiry still doesn't leave, consider letting the homeless person know who you are and where he or she can find help when ready. It may be better to leave than to conduct outreach in a compromised situation. Do not leave a person experiencing homelessness, just move to another location for privacy purposes.
- 6) Remember to be polite and professional, even when the other individual is not. If the individual is angry, upset, or even making accusations, remember to avoid confrontations.
- 7) Contact your supervisor. If you cannot resolve a situation with a member of the public, contact your supervisor by cell phone. Otherwise, contact your supervisor following the incident and complete an Outreach incident report form.

## H.O.T. Line Call Policy

POLICY: Use of Hot-line Sheet to record information for each incoming phone call: Expectations of Outreach Workers.

PURPOSE: To ensure that response calls are handled properly and in a timely manner and that the proper information is recorded.

## PROCEDURE: Receptionist Handling of Incoming Phone Calls

When a call comes into the outreach hotline the receptionist should record all information on the "Hotline Call Sheet", including time, date, caller's name and telephone number, location and description of the person needing services.

- 1) The receptionist should email the outreach supervisor call sheet. The outreach supervisor then will assign an outreach team based on service area.
- 1) The supervisor will determine in which service area the response call is located and will contact that team to take the call
- 2) If the team in whose service area the response call is located has previously notified the supervisor that they are unable to take a response call, or are already in the process of responding to a previous call, the supervisor will locate the next available team to take the response call.
- 3) Any problems in the assignment and acceptance of response calls, as per the methods listed above, will be noted by the supervisor in the Response Call.

## Outreach worker response to Hotline Response calls:

- Outreach workers should accept call assignment of hotline response calls. Any question regarding the assignment should be addressed by the outreach worker with their supervisor after responding to the call.
- Response calls are of the highest priority and outreach teams should make every effort to get to the scene as soon as possible, letting the supervisor know the estimated time of arrival.
- On the scene, outreach workers should do the following:
- Identify yourself as an outreach worker responding to a call.
- Assess the situation by gathering any important information from the person who initiated the call (if he or she is on the scene).
- Respecting the privacy, space, and dignity of the client, the Outreach Team should politely ask any bystanders to step away so that an outreach worker has an opportunity to speak with the consumer privately.
- Outreach Workers should meet emergency situations with an emergency response. It is expected that, at times, it may be necessary to postpone a work break that falls during a response call in order to accommodate the consumer's emergency needs.
- If a client presents with emergency needs of any kind, the team must contact the appropriate medical and behavioral health resources and/or 911 and wait with the client for help to arrive. Under no circumstances should a client who presents with emergency needs such as medical emergency, psychiatric, substance abuse etc.) be left unattended before their needs have been addressed and they are out of danger.

## Calls from Police

Response calls from the police also receive high priority and outreach teams should make every effort to get to the scene as soon as possible. The responding outreach team must let the supervisor

know what their estimated time of arrival will be so the supervisor can alert the law enforcement. On the scene:

- 1. Identify yourself as an outreach worker responding to the call.
- 2. Assess the situation by gathering any important information from the police officers who initiated the call (if they are on the scene). Keep a positive working relationship going with the police.
- 3. Respecting the privacy, space, and dignity of the consumer, the outreach team should politely ask the police officers to step away so there is an opportunity to speak with the consumer privately.
- 4. When responding to calls from the police, outreach teams should be given time minutes to work one-on-one with the client to achieve a positive outcome.

25-0656

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

BGRV 040825\*462

BGEX 040825\*1153

**FUND** 0001

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT Budget	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 04/14/25	REMAINING BALANCE
REVENUES							***************************************	0. 0.11	
0001-148-1362-4900	Charges for Services-Others	HB1365 Partnerships	0	0	65,740	0	65,740		
			0	0	0	0	0		
	Total Fund Revenues		2,373,562,814	2,411,006,408	65,740	0	2,411,072,148	-	
<u>EXPENDITURES</u>									
0001-148-1362-1201	Salaries & Wages Regular	HB1365 Partnerships	0	0	43,782	0	43,782		43,782
0001-148-1362-2101	Fica-Taxes	HB1365 Partnerships	0	0	2,715		2,715		2,715
0001-148-1362-2105	Fica-Medicare	HB1365 Partnerships	0	0	635	0	635		635
0001-148-1362-2201	Retirement Cont-FRS	HB1365 Partnerships	0	0	6,108		6,108		6,108
0001-148-1362-2301	Insurance-Life & Health	HB1365 Partnerships	0	0	12,500		12,500		12,500
	Total Fund Expenditures		2,373,562,814	2,411,006,408	65,740	0	2,411,072,148	•	****

SIGNATURES	Julie 👔	Figitally signed by Julia Dowe  Cargo, DC=bogov, OU=Enterprise, DC=Users, CN=Julia Dowe, E=	DATES
	Dowe (	Con UP Editor Version: 12.1.0	
Initiating Depart	nent/Division		
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Administration/B	udget Departmen	at Approval	
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OFMB Departmen	nt - Posted		

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: May 6,2025

Deputy Clerk to the Board of County Commissioners