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PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 21, 2025

[X] **Consent** [ ] **Regular**
[ ] **Ordinance** [ ] **Public Hearing**

Department
Submitted By: **Community Services**
Submitted For: **Financially Assisted Agencies**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) retroactively approve Agreements for Provision of Financial Assistance with the below listed agencies, for a three (3) year period of October 1, 2025 through September 30, 2028, in a total amount of $11,178,162, of which $3,726,054 is budgeted in Fiscal Year (FY) 2026, with an anticipated annual allocation of $3,726,054 in each subsequent FY, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), for the term of these agreements:

1) Alzheimer's Community Care, Inc. (ACC), for the provision of adult day and caregiver services for residents, in an amount not to exceed $1,683,000, of which $561,000 is budgeted in FY 2026, with an anticipated annual allocation of $561,000 in each subsequent FY;

2) CareerSource Palm Beach County, Inc. (CSPBC), for the provision of vocational training and employment services for residents, in an amount not to exceed $390,000, of which $130,000 is budgeted in FY 2026, with an anticipated annual allocation of $130,000 in each subsequent FY;

3) Coalition for Independent Living Options, Inc. (CILO), for the provision of financial independence services, self-sufficiency support, and advocacy program for disabled residents, in an amount not to exceed $1,110,000, of which $370,000 is budgeted in FY 2026, with an anticipated annual allocation of $370,000 in each subsequent FY;

4) El Sol, Jupiter's Neighborhood Resource Center, Inc. (El Sol), for the provision of day laborer residents, in an amount not to exceed $150,000, in which $50,000 is budgeted in FY 2026, with an anticipated annual allocation of $50,000 in each subsequent FY;

5) Family Promise of Southeast Florida, Inc. (FPSEFL), for the provision of prevention/diversion services for residents, in an amount not to exceed $229,875, of which $76,625 is budgeted in FY 2026, with an anticipated annual allocation of $76,625 in each subsequent FY;

6) Farmworker Coordinating Council of Palm Beach County, Inc. (FCC), for the provision of family preservation & economic stabilization program services for migrant/seasonal farmworkers, in an amount not to exceed $510,000, of which $170,000 is budgeted in FY 2026, with an anticipated annual allocation of $170,000 in each subsequent FY;

7) Florence Fuller Child Development Center, Inc. (FFCDC), for the provision of vocational training and employment services for residents, in an amount not to exceed $258,000, of which $86,000 is budgeted in FY 2026, with an anticipated annual allocation of $86,000 in each subsequent FY;

8) Gulfstream Goodwill Industries, Inc. (GGI), for the provision of vocational training and employment services for adults with intellectual and developmental disabilities, in an amount not to exceed $579,000, of which $193,000 is budgeted in FY 2026, with an anticipated annual allocation of $193,000 in each subsequent FY;

9) Habilitation Center for the Handicapped, Inc. (Hab Center), for the provision of life skills training and a day program for adults with special needs/disabilities, in an amount not to exceed $675,000, of which $225,000 is budgeted in FY 2026, with an anticipated annual allocation of $225,000 in each subsequent FY;

Motion and Title (Continued on Page 3)

Attachments:
1. 16 Agreements for the Provision of Financial Assistance
2. Budget Transfer

Recommended By: DocuSigned by: Tanuna Mallotra — 9/30/2025
Department Director — **Date**

Approved By: — 10/9/25
Deputy County Administrator — **Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	$3,726,054	$3,726,054	$3,726,054		
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$3,726,054	$3,726,054	$3,726,054		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes x No ____
Does this item include the use of Federal funds? Yes ____ No x
Does this item include the use of State funds? Yes ____ No x

Budget Account No.:
Fund: 0001 **Dept:** 740 **Unit:** VAR **Object:** VAR **Program Code:** VAR **Program Period:** VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The funding source is Palm Beach County ad valorem dollars.

C. Departmental Fiscal Review: DocuSigned by: Julie Dowe 05AC9C7CC5BC4A4...
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

10/1/2025 EJW 9.30.25
OFMB

10/8/25 10/8/25 TW
Contract Development and Control

B. Legal Sufficiency:

10/8/2025
~~Chief~~ Assistant County Attorney

C. Other Department Review:

Department Director

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

Motion and Title (Continued from Page 1):

10) Housing Partnership, Inc. (HP), for the provision of financial capability and self-sufficient services for residents, in an amount not to exceed $660,000, of which $220,000 is budgeted in FY 2026, with an anticipated annual allocation of $220,000 in each subsequent FY;

11) Pathways to Prosperity, Inc. (P2P), for the provision of self-sufficient training and services for residents, in an amount not to exceed $405,000, of which $135,000 is budgeted in FY 2026, with an anticipated annual allocation of $135,000 in each subsequent FY;

12) The Arc of Palm Beach County, Inc. (TAPBC), for the provision of adult education program, supported services for adults with intellectual and development disability, employment program, supported living program, and technology training, in an amount not to exceed $3,058,287, of which $1,019,429 is budgeted in FY 2026, with an anticipated annual allocation of $1,019,429 in each subsequent FY;

13) The Arc of the Glades, Inc. (TAG), for the provision of life skills training for adults with intellectual and developmental disabilities, in an amount not to exceed $624,000, of which $208,000 is budgeted in FY 2026, with an anticipated annual allocation of $208,000 in each subsequent FY;

14) The Glades Initiative Inc. (TGI), for the provision of referral and service coordination of low-income residents, in an amount not to exceed $472,500, of which $157,500 is budgeted in FY 2026, with an anticipated annual allocation of $157,500 in each subsequent FY;

15) United Way of Palm Beach County, Inc. (UWPBC), for the provision of volunteer income tax assistance for residents, in an amount not to exceed $90,000, of which $30,000 is budgeted in FY 2026, with an anticipated annual allocation of $30,000 in each subsequent FY; and

16) Vita Nova, Inc. (VN), for the provision of employment services and resources for residents, in an amount not to exceed $283,500, of which $94,500 is budgeted in FY 2026, with an anticipated annual allocation of $94,500 in each subsequent FY.

B) approve Budget Transfer in the amount of $578,721 in the Financially Assisted Agencies program, to align the budget to the appropriate units with no change to overall funding.

Summary: The BCC conceptually approved FAA Program funding recommendations on August 26, 2025 (Agenda Item No. 3C-1). At that time, the agreements reflected base funding levels, but a portion of the available FAA funding had not yet been allocated. To ensure the full amount is distributed in accordance with the FY 2026 budget, an additional $300,000 has been allocated to the Securing Our Future Initiative (SOFI), Self-Sufficiency (without children), and Intellectual Disabilities programs, increasing the total contract amount from $3,426,054 to $3,726,054. These agreements represent $3,726,054 of the total FAA funding allocation of $11,178,162 for FY 2026.

Agency	Program	Client sub-population to be served	No. of clients served in FY 2024	No. of Clients served through 3rd quarter of FY2025	No. of clients to be served in FY 2026
ALZHEIMER'S COMMUNITY CARE, INC.	Adult Day Care Services	Seniors	400	199	250
ALZHEIMER'S COMMUNITY CARE, INC.	Caregiver Services	Seniors	530	533	500
CAREERSOURCE OF PALM BEACH COUNTY	GROW	Economic Mobility – Securing our Future Initiative (SOFI) with children	n/a	n/a	20
CAREERSOURCE OF PALM BEACH COUNTY	IGNITE	Economic Mobility – Self-Sufficiency without children	n/a	n/a	40
COALITION FOR INDEPENDENT LIVING OPTIONS, INC.	LEAP: Learning and Educational Advocacy Program	Intellectual/Development Disabilities	78	71	78

Summary (Continued to Page 4)

Summary (Continued from Page 3)

COALITION FOR INDEPENDENT LIVING OPTIONS, INC.	FIND: Financial Independence Needs Disability	Economic Stability	38	33	35
COALITION FOR INDEPENDENT LIVING OPTIONS, INC.	SAIL: Supports and Independent Living	Economic Stability	131	108	123
EL SOL JUPITER'S NEIGHBORHOOD RESOURCE CENTER, INC.	EL SOL Day Labor Program	Economic Stability	516	341	300
FAMILY PROMISE OF SOUTHEAST FLORIDA, INC.	FPSEFL's Prevention/Diversion and Step Up to Success	Economic Mobility – Securing our Future Initiative (SOFI) with children	n/a	n/a	20
FARMWORKER COORDINATING COUNCIL OF PALM BEACH COUNTY	Family Preservation & Economic Stabilization	Economic Stability	281	308	350
FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.	The Fuller Center Childcare Workforce Apprenticeship Program	Economic Mobility – Securing our Future Initiative (SOFI) with children	n/a	n/a	22
GULFSTREAM GOODWILL INDUSTRIES, INC.	Capabilities (Workability)	Intellectual/Developmental Disabilities	75	75	50
HABILITATION CENTER FOR THE HANDICAPPED, INC.	Hab Center's Life Skills Training & Supported Employment	Intellectual/Developmental Disabilities	34	21	40
HABILITATION CENTER FOR THE HANDICAPPED, INC.	Day Programming for Adults with Disabilities/Special Needs	Intellectual/Developmental Disabilities	101	93	100
HOUSING PARTNERSHIP, INC	Securing Our Future Initiative	Economic Mobility – Securing our Future Initiative (SOFI) with children	121	115	75
PATHWAYS TO PROSPERITY, INC.	Circles Palm Beach County (SOFI)	Economic Mobility – Securing our Future Initiative (SOFI) with children	70	111	33
PATHWAYS TO PROSPERITY, INC.	Circles Palm Beach County	Economic Mobility – Self-Sufficiency without children	n/a	n/a	12
THE ARC OF PALM BEACH COUNTY, INC.	Adult Day Training Adult Education Program	Intellectual/Developmental Disabilities	148	139	190
THE ARC OF PALM BEACH COUNTY, INC.	STARS: Seniors in Transition & Retirement Services Program	Intellectual/Developmental Disabilities	46	35	35
THE ARC OF PALM BEACH COUNTY, INC.	Supported Employment	Intellectual/Developmental Disabilities	57	68	60
THE ARC OF PALM BEACH COUNTY, INC.	Supported Living	Intellectual/Developmental Disabilities	18	17	20
THE ARC OF PALM BEACH COUNTY, INC.	Technology Training Program	Intellectual/Developmental Disabilities	75	111	50
THE ARC OF THE GLADES, INC.	Developmental Disabilities System of Care	Intellectual/Developmental Disabilities	40	38	42
THE GLADES INITIATIVE, INC.	Connecting the Glades	Economic Stability	1,072	809	575
UNITED WAY OF PALM BEACH COUNTY, INC.	VITA	Economic Stability	7,725	7,643	5,000
VITA NOVA VILLAGE, LLC	The Spot - Pathways to Employment	Economic Mobility – Self-Sufficiency without children	21	12	14

Summary (Continued to Page 5)

Summary (Continued from Page 4)
Sandra Wright, an employee of CareerSource of Palm Beach County, serves as a member of the Community Action Advisory Board (CAAB). Julia Dattolo, also an employee of CareerSource of Palm Beach County, is a member of the Criminal Justice Commission. Steven Gustafson, another CareerSource employee, serves on the Citizens Advisory Committee on Health and Human Services.

The CAAB, Criminal Justice Commission, and the Citizens Advisory Committee on Health and Human Services provide no regulation, oversight, management, or policy-setting recommendations regarding the subject agreements or transactions. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443 of the Palm Beach County Code of Ethics. Countywide (JBR)

Background and Justification: To address human service needs, the County augments its own service offering by funding programming and services delivered by community-based agencies. The FAA Program, established in the early 1980s, was created to overcome the adverse impact of reduced federal funding. Today, it remains a vital component of the federal, state, and local funding sources that support the County's system of care.

The BCC has directed staff to pursue data-driven, evidence-based programming and outcome measures to ensure meaningful and effective changes in the lives of community members. Funded organizations are closely monitored by the Community Services Department (CSD) to ensure both programmatic and fiscal accountability. Agreements include key safeguards to protect the County, such as mandatory insurance coverage, payment of funds on a unit cost basis, and a prohibition on using funds to initiate or pursue litigations against the County.

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26-0074

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER

BGEX 09262500000000002008

FUND 0001 - General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of mm/dd/yy	REMAINING BALANCE
EXPENDITURES									
0001-740-1015-8201	Contributions-Non-Govts Agnces	Housing Partnership	357,891	357,891	10,000	0	367,891		367,891
0001-740-2000-8201	Contributions-Non-Govts Agnces	FAA TBA	1,601,262	1,601,262	278,721		1,879,983		1,854,983
0001-740-2016-8201	Contributions-Non-Govts Agnces	Alzheimer'S Comm Care Assoc	1,124,721	1,124,721		563,721	561,000		561,000
0001-740-2536-8201	Contributions-Non-Govts Agnces	Habilitation Center for the Handicapped	175,000	175,000	50,000		225,000		225,000
0001-740-2537-8201	Contributions-Non-Govts Agnces	Pathways to Prosperity	70,000	70,000	65,000		135,000		135,000
0001-740-2546-8201	Contributions-Non-Govts Agnces	Family Promise of North/Central PBC	56,625	56,625	20,000		76,625		76,625
0001-740-2550-8201	Contributions-Non-Govts Agnces	Florence Fuller	61,000	61,000	25,000		86,000		86,000
0001-740-2551-8201	Contributions-Non-Govts Agnces	CareerSource	0	0	130,000		130,000		130,000
0001-740-2074-8201	Contributions-Non-Govts Agnces	Goodwill Industries	313,000	313,000		15,000	298,000		298,000
	Total Expenditures		2,470,492,867	2,470,492,867	**578,721**	**578,721**	2,470,492,867		

SIGNATURES

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...

DATES 9/30/2025

Initiating Department/Division

10/1/2025

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 21-Oct-25

Deputy Clerk to the
Board of County Commissioners

Updated by OFMB 01/08/2025

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 2nd day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **ALZHEIMER'S COMMUNITY CARE, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **31-1481653**.

WHEREAS, the AGENCY has proposed providing certain services under the Seniors service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Adult Day Care and Caregiver services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **ONE MILLION, SIX HUNDRED AND EIGHTY-THREE THOUSAND DOLLARS AND ZERO CENTS ($1,683,000.00) OVER A THREE-YEAR PERIOD, OF WHICH FIVE HUNDRED AND SIXTY-ONE THOUSAND DOLLARS AND ZERO CENTS ($561,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIVE HUNDRED AND SIXTY-ONE THOUSAND DOLLARS AND ZERO CENTS ($561,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of

expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the

State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment

tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

David Franklin, President and CEO
ALZHEIMER'S COMMUNITY CARE, INC.
1615 Forum Place, 5th Floor
WEST PALM BEACH, FL 33401

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated

by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
ALZHEIMER'S COMMUNITY CARE, INC.

Signed by: David Franklin
BY: _____ 81DA343A45124BF...
Authorized Signature

David Franklin
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signed by: Jessica Bober Rosenthal
BY: _____ A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by: James E Green
BY: _____ F84BD5880CEE433...
Department Director

FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name: Alzheimer's Community Care, Inc.
Program 1 Name: Adult Day Care Services **Location:** Palm Beach County-County Wide
Focus Population: Patients age 60+ diagnosed with Alzheimer's disease or related neurocognitive disorder, and meeting financial eligibility for funded services
Service Category: Seniors

A. Program Description:

Alzheimer's Community Care serves adults with Alzheimer's disease and/or related neurocognitive disorders, and their caregivers. Caregivers bear a substantial burden in the care of a loved one with a dementia-causing disorder. Our Specialized Day Canters provide vital respite as well as the opportunity for caregivers to ensure they maintain their own health and well-being.

Services available to clients:

- Family Navigator
- Case Management
- Specialized Adult Day Care (dementia-specific_
- Electronic ID Locator Services
- Intake Assistance

Requirements:

- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 250

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Program 2 Name: Caregiver Services
Location: Palm Beach County-County Wide
Focus Population: Caregivers of patients age 60+ diagnosed with Alzheimer's disease or related neurocognitive disorder, and meeting financial eligibility for funded services
Service Category: Seniors

A. Program Description:

Alzheimer's Community Care serves adults with Alzheimer's disease and/or related neurocognitive disorders, and their caregivers. Caregivers bear a substantial burden in the care of a loved one with a dementia-causing disorder. Our Specialized Day Canters provide vital respite as well as the opportunity for caregivers to ensure they maintain their own health and well-being.

Services available to clients:

- Family Navigator
- Case Management
- Electronic ID Locator Services
- Intake Assistance

Requirements:

- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 500

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is

implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT UNITS OF SERVICE RATE AND DEFINITION

Agency: Alzheimer's Community Care Inc.
Program 1 Name: Adult Day Care Services

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Adult Day Care Services: A unit of service is defined as one hour of staff time in direct client services and can include patient care and enrollment activities.	$85	$323,950	$323,950	$323,950	$971,850
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$17,050	$17,050	$17,050	$51,150
Total Contract over a three (3) year period		$341,000	$341,000	$341,000	$1,023,000

Program 2 Name: Caregiver Services

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Caregiver Services: A unit of service is defined as one hour of staff time in direct client services and can include patient care and enrollment activities.	$19	$209,000	$209,000	$209,000	$627,000
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$11,000	$11,000	$11,000	$33,000
Total Contract over a three (3) year period		$220,000	$220,000	$220,000	$660,000

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this

Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ____[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

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

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

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**Alzheimer's Community Care, Inc.**		**Program Name**	**Adult Day Care Services**			
Name of person completing this logic model:	**Jackie Chong**		**Email of person completing this logic model:**	jchong@alzcare.org		**Phone # of person completing this logic model:**	**561-683-2700 ext. 131**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served;%; time frame*	**Actual Indicator** *# achieved/# served;%; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Caring for a loved one with Alzheimer's or a related neurocognitive disorder is stressful and often negatively impacts the caregiver's mental health and physical well-being leading to undesired nursing home placement.	Seven Specialized Adult Day Care Centers licensed under the Specialized Alzheimer's Adult Day Care Act (FS 429.918) will provide therapeutic, cognitive, physical, and socialization activities for patients diagnosed with Alzheimers disease or a related neurocognitive disorder, maintaining the highest level of function possible for as long as possible and providing vital respite for their caregivers. Services include - • Family Navigator • Case Management • Specialized Adult Day Care (dementia-specific) • Electronic ID Locator Services • Intake Assistance	Seniors with Dementia, Alzheimer's or related conditions served will delay or eliminate the need for nursing home placement	225 of 250 or 90% seniors with Dementia, Alzheimer's or related conditions served will delay or eliminate the need for nursing home placement		<u>Output Tool</u>: Program Manager/Program Nurse Exit Notes in the Electronic Health Record.	<u>Who does it?</u>: Program Manager/Program Nurse enters data into the organization's Electronic Health Record. The intake coordinator or designee enters the data in CMIS.	<u>Data Collection</u>: Monthly Exit Report from the Electronic Health Record. Client demographic data and service data for CMIS, is collected / inputted on a monthly basis. Outcomes are reported to the FAA every quarter using data from the CMIS.
					<u>Outcome Tool</u>: Quality Review completed monthly and reported to Executive Leadership for review. CMIS is Outcomes are reported to the FAA using data from CMIS. Services are recorded in CMIS , with specific services that are provided to each client. The exit note is comprehensive and captures the outcome measure i.e. patients remaining in the community.	<u>What is the process?</u>: At exit from day center Program Manager/Program Nurse enter the exit note into the Electronic Health Record and record the plan moving forward. The intake coordinator or desginee will enter the exit in CMIS as soon as possible and no later than prior to the end of the reporting quarter.	
						<u>Where is the data stored?</u>: Electronic Health Record that belongs to the organization. Client demographic data, outcome indicators and services are stored in the CMIS.	<u>Data Reporting</u>: Program outcomes, and services are reported quarterly to the FAA. Fiscal year outcomes are assessed and conveyed to internal and external stakeholders.
Mission Statement: Alzheimer's Community Care is dedicated to promoting and providing community-based, family-centered care for patients and their caregivers living with neurocognitive disorders, through the belief, where there is help, there is hope.							

Logic Model Approved by / on: *Dr. Paulomy Chakroborty on 6/17/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enaise on 06/23/2025*

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Alzheimer's Community Care, Inc.		Program Name	Caregiver Services			
Name of person completing this logic model:	Jackie Chong		Email of person completing this logic model:	jchong@alzcare.org		Phone # of person completing this logic model:	561-683-2700 ext. 131
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Caring for a loved one with Alzheimer's or a related neurocognitive disorder is stressful and often negatively impacts the caregivers mental health and physical well-being leading to undesired nursing home placement.	Our services such as, Family Navigators, Case Managers, ID Locator Coordinators, dementia-specific Specialized Adult Day Care, and intake assistance , provide services designed to support caregivers in providing appropriate and safe care at home for their loved ones with Alzheimer's Disease or a related neurocognitive disorder.	Individual caregivers will improve or maintain home based care for a senior with Dementia, Alzheimer's or related conditions.	90% or 450 of 500 individual caregivers will improve or maintain a home-based Dementia, Alzheimer's, or related conditions for their clients. (Clients (60 years and up) with Dementia will remain in home-based care.)		Output Tool: Family Navigators', Case Managers', and ID Locator Coordinators' Exit Notes in the Electronic Health Record.	Who does it?: Family Navigator, Case Manager, and ID Locator Coordinator. The intake coordinator or designee enters the data in CMIS.	Data Collection: Monthly Exit Report from the Electronic Health Record, The client demographic data and service data for CMIS, is collected/input Outcomes are reported to the FAA every quarter using data from the CMIS.
					Outcome Tool: Quality Review completed monthly and reported to Executive Leadership for review. CMIS outcomes are reported to the FAA using data from CMIS. Services are recorded in CMIS , with specific services that are provided to each client.	What is the process?: At exit from Family Navigators, Case Managers, and ID Locator Coordinators will enter the Client into CMIS.In addition, the exit note will be entered into the Electronic Health Record and record the plan moving forward. The intake coordinator or designee will enter the exit in CMIS as soon as possible and no later than prior to the end of the reporting quarter.	
						Where is the data stored?: Electronic Health Record that belongs to the organization. Client demographic data, outcome indicators and services are stored in the CMIS.	Data Reporting: Program outcomes, and services are reported quarterly to the FAA. Fiscal year outcomes are assessed and conveyed to internal and external stakeholders.
Mission Statement: Alzheimer's Community Care is dedicated to promoting and providing community-based, family-centered care for patients and their caregivers living with neurocognitive disorders, through the belief, where there is help, there is hope.							

Logic Model Approved by / on: *Dr. Pouformy Chakraborty on 6/17/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enoise on 06/23/2025*

AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

h. Other incidents that mayoccur unexpectedlyand are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _Alzheimer's Community Care Inc_____ (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____ ____**David Franklin**_____
(Signature of Officer or Representative) (Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 2nd day of June, 2025, by David Franklin.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Barbara Eileen Lansberry
NOTARY PUBLIC (Signature)
My Commission Expires: 9-19-28
State of Florida at large

Notary Public State of Florida
Barbara Eileen Lansberry
My Commission HH 595715
Expires 9/19/2028

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **CareerSource Palm Beach County, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0709274**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide GROW - Glade Regional Opportunities for Workforce and IGNITE - Inspiring Growth, Navigation, Independence, Training & Employment services to low-income residents of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other

items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS ($390,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS ($130,000.00) IS BUDGETED IN FISCAL YEAR FY 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS ($130,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

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

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this

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Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.
In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed

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to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

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ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the

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Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of

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race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written

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documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

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ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Jullia Dattolo, President/CEO
CareerSource Palm Beach County, Inc.
3400 Belvedere Road
West Palm Beach, FL 33406

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

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bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

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has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

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PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

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810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

ATTEST:

MICHAEL CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
CareerSource Palm Beach County, Inc.

BY: Signed by: Jullia Dattolo 91D02ABE8EF04B0...
Authorized Signature

Jullia Dattolo
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B0BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: DocuSigned by: Tarina Malhotra 1458E4101F1049C...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	CareerSource Palm Beach County, Inc.
Program 1 Name:	GROW – Glade Regional Opportunities for Workforce
Location:	Glade Region of Palm Beach County
Focus Population:	The focus population for this project are families with at least one (1) adult and one (1) child age 0-17, and under 50% AMI.
Funding Priority:	Self Sufficiency with Children – Securing Our Future Initiative (SOFI)

A. Program Description:

CSPBC's GROW Program will provide case management, employment services, training, and financial literacy to low-income families with children in the Glades. Services will help participants achieve economic mobility and long-term self-sufficiency through personalized support and coordinated referrals.

Services available to clients:

- Case management
- Job training & employment services
- Financial literacy
- Vocational Training
- Apprenticeships
- Supportive Services (transportation, clothing, uniforms, tools, childcare, etc. Support services that would help the customer succeed in the program)

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix, Employment Assessmnet and Financial Assessment upon enrollment
- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:

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- SOFI Agency Meeting (Monthly)
- SOFI Quarterly Workgroup Meeting

- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model**

Number of (unduplicated) Clients Served through FAA: 20 Clients

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and

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denominator. Performance measures must be based on established professional standards and/or evidenced based

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Agency Name:	CareerSource Palm Beach County, Inc.
Program 2 Name:	IGNITE – Inspiring Growth, Navigation, Independence, Training & Employment
Location:	Riviera Beach and The Glades
Focus Population:	Self Sufficiency (Household without Children), at or below 50% AMI with prioritization for up to 30% AMI (Client).
Funding Priority:	Self Sufficiency - Households without Children

B. Program Description:

IGNITE is a self-sufficiency imitative serving young adults and SNAP ABAWDs without children in high-poverty areas of Palm Beach County. The program provides case management, job training, employment placement, and supportive services to help participants achieve long-term economic stability and independence.

Services available to clients:

- Case management and employment planning
- Job training and vocational/technical training referrals
- Financial literacy education
- Job placement and development
- Wrap-around support services (transportation, work attire, etc.)
- Use of Economic Family Support Services Fund for immediate participant needs (rental assistance, utilities assistance, car repair, childcare and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility)

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix and Financial Assessment upon enrollment
- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:

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- SOFI Agency Meeting (Monthly)
- SOFI Quarterly Workgroup Meeting

- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model**

Number of (unduplicated) Clients Served through FAA: 40 Clients

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and

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denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT UNITS OF SERVICE RATE AND DEFINITION

Agency: CareerSource Palm Beach County
Program 1 Name: GROW – Glade Regional Opportunities for Workforce

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
GROW: Will be reimbursed based on actual expense, as evidenced by agency general ledger.	Actual Cost	$66,500	$66,500	$66,500	$199,500
Service: CQM Will be reimbursed based on actual expense, as evidenced by agency general ledger.	Actual Cost	$3,500	$3,500	$3,500	$10,500
Total Contract over a three (3) year period		$70,000	$70,000	$70,000	$210,000

Program 2 Name: IGNITE: Inspiring Growth, Navigation, Independence, Training & Employment

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
IGNITE: Will be reimbursed based on actual expense, as evidenced by agency general ledger	Actual Cost	$57,000	$57,000	$57,000	$171,000
Service: CQM Will be reimbursed based on actual expense, as evidenced by agency general ledger.	Actual Cost	$3,000	$3,000	$3,000	$9,000
Total Contract over a three (3) year period		$60,000	$60,000	$60,000	$180,000

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

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Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

For actual cost reimbursement items, backup documentation must be submitted along with the invoice and signed cover letter that may include but is not limited to the following: general ledger program, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services. Additional items may be requested as part of the invoice submission, or via desk and/or on-site monitoring on a periodic basis.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 17 of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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EXHIBIT G

COMMUNITY SERVICES DEPARTMENT
FY 2026-2028 Financially Assisted Agencies
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Career Source Palm Beach County		Program Name	GROW - Glades Regional Opportunities for Workforce			
Name of person completing this logic model:	Melanie Magill		Email of person completing this logic model:	mmagill@careersourcepbc.com		Phone # of person completing this logic model:	346-218-3844
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals are not financially self-sufficient	Case Management, Job Training & Employment Services, Financial Literacy, Vocational Training, Apprenticeships, Supportive Services	1. Clients will increase their self-sufficiency in at least (1) or more categories such as transportation, childcare, housing, employment, income, and education; including but not limited to family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments. 3. Clients will increase their household income as evidenced on the financial assessments.	1) 75% or 15 of 20 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. 2)70% or 14 of 20 clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3) 65% or 13 of 20 clients will increase their household income by program exits as evidenced by financial assessment at program entry, Quarter 4, and at program exit.		**Output Tool:** Employment Records, Pay Stubs, Employ Florida , Sun Tax. **Outcome Tool:** Intake Forms, CMIS Client Track Case Notes 1) Self-sufficiency matrix 2) Employment Assessments 3) Financial Assessments	**Who does it?:** Economic Mobility Career Consultants **What is the process?:** Add case notes as needed. 1) SSM is reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 2) Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to see maintained or increased employment 3) Financial Assessments are compared from Entry to October 15 and at exit **Where is the data stored?:** Employ Florida and CMIS	**Data Collection:** 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. Financial Assessments are collected at program entry, October 15 and at Exit in HMIS/CMIS. **Data Reporting:** Quarterly to PBC.
Mission Statement: Engage. Elevate. Enrich.							

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COMMUNITY SERVICES DEPARTMENT
FY 2026-2028 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Career Source Palm Beach County	**Program Name**	IGNITE – Inspiring Growth, Navigation, Independence, Training & Employment
Name of person completing this logic model:	Melanie Magill	**Email of person completing this logic model:**	mmagill@careersourcepbc.com
Phone # of person completing this logic model:	346-218-3844		

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Households lack sufficient employment	> Case management and employment planning > Job training and vocational/technical training referrals > Financial literacy education > Job placement and development > Wrap-around support services (transportation, work attire, etc.)	1. Clients will increase their self-sufficiency in at least (1) or more categories such as transportation, childcare, housing, employment, income, and education; including but not limited to family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments. 3. Clients will increase their household income as evidenced on the financial assessments.	1) 75% or 30 of 40 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. 2)65% or 26 of 40 clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3) 60% or 24 of 40 clients will increase their household income by program exits as evidenced by financial assessment at program entry, Quarter 4, and at program exit.		**Output Tool:** **Enrollment** - Intake Forms, Eligibility Verification Forms, Case Notes **Training** - Completion Certificates, Training Provider Reports, Attendance Records **Job Placement** - Employment Verification Forms, Pay Stubs, Employer Contact Logs, Case Notes **Case Management System** - Employ Florida	**Who does it?:** Career Consultants	**Data Collection:** 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. Financial Assessments are collected at program entry, October 15 and at Exit in HMIS/CMIS.
					Outcome Tool: Intake Forms, CMIS Client Track, Case Management Logs & Case Notes 1) Self-sufficiency matrix 2) Employment Assessments 3) Financial Assessments	**What is the process?:** Career Consultants will manage participant progress and outcome tracking through a structured, quarterly review and data entry process using CMIS, Employ Florida, and internal tools. The goal is to ensure timely and accurate performance reporting across all required outcome measures. 1) SSM is reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 2) Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to see maintained or increased employment 3) Financial Assessments are compared from Entry to October 15 and at exit	**Data Reporting:** Program Analysts conduct monthly quality checks to ensure timely data entry and documentation compliance. Data and reports sent quarterly to PBC.
						Where is the data stored?: Data is stored in client files, Employ Florida and/or internal systems and CMIS.	
Mission Statement: Engage. Elevate. Enrich.							

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

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7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

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as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

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14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

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h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

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Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of CareerSource Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Tricia K. Dattolo
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 5th day of September, 2025, by Lisa Galan.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Lisa Galan
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

LISA GALAN
Notary Public - State of Florida
Commission # HH 178230
My Comm. Expires Nov 19, 2025
Bonded through National Notary Assn.

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **COALITION FOR INDEPENDENT LIVING OPTIONS, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0174695**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Learning and Educational Advocacy Program (LEAP), Financial Independence Need Disability (FIND), Supports And Independent Living (SAIL), Seniors in Transition & Retirement Services Program (STARS) services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT**

A, EXHIBIT B, EXHIBIT G, and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **ONE MILLION ONE HUNDRED AND TEN THOUSAND DOLLARS AND ZERO CENTS ($1,110,000) OVER A THREE-YEAR PERIOD, OF WHICH THREE HUNDRED AND SEVENTY THOUSAND DOLLARS AND ZERO CENTS ($370,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THREE HUNDRED AND SEVENTY THOUSAND DOLLARS AND ZERO CENTS ($370,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will

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clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the

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State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

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G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject,or accept any required policies of insurance, including limits,coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

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allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

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treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment

tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

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ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Dan Shorter, CEO
COALITION FOR INDEPENDENT LIVING OPTIONS, INC.
4400 N CONGRESS AVE, STE 201
WEST PALM BEACH, FL 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

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bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

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has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

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PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

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810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

BY: Signed by: Dan Shorter EC50F540EC85487...
Authorized Signature

Dan Shorter
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: DocuSigned by: Tarnua Malhotra 1459E4101F1049C...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name: Coalition for Independent Living Options, Inc. (CILO)
Program 1 Name: Financial Independence, Need, Disability (FIND)
Location: Palm Beach County-County Wide
Focus Population: Individuals and/or families with at least one adult and/or one child age 0-17 with at least one member with a disability according to the American Disabilities Act (ADA) with income at or below 50% Area Median Income (AMI)
Service Category: Economic Stability

A. Program Description:

The FIND program will serve Palm Beach County individuals and/or families with at least one adult and/or one child age 0-17 with at least one member with a disability, with income at or below 50% Area Median Income (AMI) that struggle to maintain or meet economic stability due to loss of benefits and/or at risk of homelessness.

B. Priority Population:

A disability is defined as:

- has a physical, mental, cognitive or sensory impairment that substantially limits one or more of the individual's major life activities.
- has a record of such an impairment; or
- is regarded as having such an impairment (Authority: 28 CFR parts 35(title II) and 36 (title II)).

AGENCY will provide emergency financial assistance to help clients remain housed or move to more affordable housing and offers training to help clients improve their finances.

Loss of income, loss of food stamps, unexpected expenses such as medical expenses, car repairs, housing or moving expenses, personal tragedies, and death expenses are evidence of lack of economic stability. An eviction notice, past due and/or late utility notice, utility disconnect notice, and/or deposits related to rent or utilities are evidence of risk of homelessness.

Services:

AGENCY will provide the following services to each client based on the Individual and/or Family Financial Stability Plan as follows:

- Emergency Financial Assistance for past-due rent, rental deposits, past-due mortgage, past-due homeowner's association fees/assessments, move-in assistance, moving and

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storage fees, utility disconnection or deposits for re-connection and/or maintaining current connection status.
- Safety Net Navigation Services such as SNAP and Medicaid benefit applications, unemployment applications, and skills training; and
- Information & referral services to other Self-Sufficiency Programs
- Any other services identified by the client or the Independent Living Specialist while developing their Independent Living Plan (ILP).
- AGENCY can provide support to clients up to 60 days in arrears.

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete County approved self-sufficiency matrix upon enrollment on client/household(s) to determine if a referral to self-sufficiency services is appropriate
- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

AGENCY will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 35

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

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When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

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Program 2 Name: Supports and Independent Living (SAIL)
Location: Palm Beach County-County Wide
Focus Population: Individuals and/or families with at least one adult and/or one child age 0- 17 with at least one member with a disability according to the American Disabilities Act (ADA) with income at or below 50% Area Median Income (AMI)
Service Category: Economic Stability

A. Program Description:

AGENCY, through its SAIL Program provides opportunities to become self-sufficient and to maintain independence through assistance in areas such as entitlement benefits, independent skill training, advocacy, building peer support networks and increased knowledge of community resources. Consumers acquire the skills needed to live independently in the community and are linked to and receive community resources, to become more self-sufficient and independent and included in all aspects of community life.

B. Priority Population:

Living Department. Disability is defined as:

- has a physical, mental, cognitive or sensory impairment that substantially limits one or more of the individual's major life activities
- has a record of such an impairment; or
- is regarded as having such an impairment (Authority: 28 CFR parts 35(title II) and 36 (title II)).

Services:

AGENCY through its SAIL Program, will conduct a complete intake process, assess client situations and develop an Independent Living plan (Goal Sheet) with a short-term goal (within 3 months) and long-term goals that lead to increased self-sufficiency and sustainability in the community.

The Coalition of Independent Living Options, Inc., through its SAIL Program, will assist clients in areas including but not limited to:

- Benefit applications such as Medicaid, SNAP, Medicare Premium Waiver.
- Self-Sufficiency seminars including various independent living skills, pre- employment skills and job readiness skills trainings.
- Job development and placement.
- Applications for emergency services such as food, financial assistance and other services to meet a household's emergent/crisis needs
- Transportation assistance (car repairs, bus passes, and Palm Tran Connection ticket books);
- Financial Literacy and Budget reviews.
- Applying for Re-employment.

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- Personal resource management.
- Crisis management; and
- Wrap-around support services including providing information & referral services to clients to utilize community-based Self-Sufficiency Agencies and other community services.

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete County approved self-sufficiency matrix upon enrollment on client/household(s) to determine if a referral to self-sufficiency services is appropriate
- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

AGENCY will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 123

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine

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collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Program 3 Name:	Learning & Educational Advocacy Program (LEAP)
Location:	Palm Beach County-County Wide
Focus Population:	Residents of Palm Beach County, ages 0-22, diagnosed with intellectual, physical, mental or other disabling conditions
Service Category:	Economic Stability Subcategory - Intellectual/Development Disabilities (I/DD)

A. Program Description:

AGENCY's experience demonstrates that economic stability must have a firm foundation to build self-sufficiency. To this end, LEAP will fight for the rights of clients in school to ensure they are receiving the accommodations & support to be appropriately educated and will provide a thorough transition plan to guide their overall success. Clients with I/DD will receive this advocacy & support through the LEAP program.

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An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services:

Services to increase a client's economic stability, which may include but are not limited to the following:

- Educational advocacy & transition services for students preparing to graduate to a career, vocational program, or go to college.
- Accompaniment to Individualized Education Plan (IEP) or 504 plan meetings at school.
- Benefit applications such as Medicaid, SNAP, Medicare Premium Waiver.
- Self-sufficiency seminars including various independent living skills, financial literacy, pre-employment skills, job readiness skills trainings, and transition services.
- Safety Net Navigation & Linkage Services
- Access to the FIND and Senior FIND emergency financial assistance programs.
- Applications for emergency services such as food, financial assistance, and other services to meet a household's emergent/crisis needs Personal resource management.
- Case management
- Personal resources management; and
- Wrap-around support services including providing information & referral services to clients to utilize community-based Self-Sufficiency Agencies and other community services.

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan

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- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

AGENCY will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 78

Continuous Quality Management (CQM) Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

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The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGENCIES UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Coalition for Independent Living Options, Inc.
Program 1 Name: Financial Independence, Need, Disability (FIND)

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: FIND Will be reimbursed based on actual expense, as evidenced by agency general ledger	N/A	$71,250	$71,250	$71,250	$213.750
Service: CQM Unit of service is defined as one(1) hour of staff time of direct CQM services	$35	$3,750	$3,750	$3,750	$11,250
Total Contract over a three (3) year period		$75,000	$75,000	$75,000	$225,000

Program 2 Name: Supports and Independent Living (SAIL)

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: SAIL Unit of service is defined as one (1) hour of staff time in direct client services.	$48.84	$190,000	$190,000	$190,000	$570,000
Service: CQM Unit of service is defined as one(1) hour of staff time of direct CQM services	$35	$10,000	$10,000	$10,000	$30,000

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Total Contract over a three (3) year period		$200,000	$200,000	$200,000	$600,000

Program 3 Name: Learning & Educational Advocacy Program (LEAP)

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: LEAP Unit of service is defined as one (1) hour of staff time in direct client services.	$34.80	$90,250	$90,250	$90,250	$270,750
Service: CQM Unit of service is defined as one(1) hour of staff time of direct CQM services	$35	$4,750	$4,750	$4,750	$14,250
Total Contract over a three (3) year period		$95,000	$95,000	$95,000	$285,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 2022/23 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Coalition for Independent Living Options, Inc	**Program Name**	Financial Independence Need Disability (FIND)		
Name of person completing this logic model:	Brandy Macaluso	**Email of person completing this logic model:**	[illegible]	**Phone # of person completing this logic model:**	561-966-4288

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Individuals are not financially stable	35 Clients will receive a financial service to increase self-sufficiency: – Emergency Financial Assistance for past-due rent, rental deposits, past-due mortgage, past-due homeowner's association fees/assessments, move-in assistance, moving and storage fees, utility disconnection or deposits for re-connection and/or maintaining current connection status – Safety Net Navigation Services such as SNAP and Medicaid benefit applications, unemployment applications, and skills training – Information & referral services to other Self-Sufficiency Programs – Any other services identified by the client or the Independent Living Specialist while developing their Independent Living Plan (ILP)	Clients will have their crisis resolved through emergency financial assistance up to 45 days from completed intake	[illegible]% of eligible clients will have their crisis resolved through emergency financial assistance up to 45 days from completed intake		Output Tool Any of the following can be used: ILP (Goal Sheet), Case Notes, Financial Assistance Application Referral Forms, Storage Invoices, Moving Invoices, Rent/Utility Bills or Shut Off Notices, Proof of Payment/Receipts, Budget Worksheets	Who does it? The Independent Living Specialist is responsible for collecting & storing the data for outcome and outputs as well as results. Information & Referral Specialist and/or Independent Living Specialist will gather initial intake with supporting documents, assessments, and forms. 2. Once the case is progressing, the Deputy Program Director is alerted and enters the client into CMIS/HMIS, Client track. DPD also does initial approval of financial requests and sends them to the Financial Assistance Committee for review/approval 3. The financial assistance committee is made up of the Chief Programming Officer, Chief Executive Officer, and Deputy Program Director 4. Once approved, the ILS specialist enters data into OSCARSS for payment. CILO's Contracted Accounting Service reviews the file and payment and updates the contracted consumer assistance funds ledger to track spending. They will also process any payments for direct consumer assistance unavailable through OSCARSS	Data Collection: At intake, an ILP form or goal sheet is completed. After 45 days in the program (after completed intake), the ILP or goal sheet is reviewed. If the consumer is still stably housed at the 45 day checkup, the outcome is achieved, the goal in the ILP is met, and the case is closed. If the consumer is not stably housed, additional safety net linkages will be provided and additional follow-ups will occur in 45 days to determine successful outcome
					Outcome Tool Outcome completion form (Case closure form) indicating the client's crisis is resolved within 45 days of crisis. Specific service is recorded into CMIS so that it will appear on the Service report. Emergency Assistance application submission on OSCARSS	What is the process?: Information & Referral Specialist and/or Independent Living Specialist will gather initial intake with supporting documents, assessments, and forms 2. Once the case is progressing, the Deputy Program Director (DPD) is alerted and enters the client into CMIS/HMIS, Client track. DPD also does initial approval of financial request and sends it to the Financial Assistance Committee for review/approval 3. The financial assistance committee is made up of the Chief Programming Officer and Chief Executive Officer 4. Once approved, ILS enter information in OSCARSS for payment 5. CILO's Contracted Accounting Service reviews file, processes payment, and files for services not in OSCARSS	
						Where is the data stored?: The data is stored and updated into an industry specific web-based database, CIL Suite. CIL Suite is a cloud based password-protected database that maintains multiple offsite servers to ensure client data security. In addition, CILO uses CMIS for client tracking and HMIS, when appropriate, for homeless prevention assistance. OSCARSS is utilized for payment processing. All databases are managed by the county government and are password protected	Data Reporting: 1. The ILS Specialist reports data as needed in a case 2. Data is reported to Deputy Program Director monthly 3. Data and results are reported to FAA staff quarterly and annually

Mission Statement:
To promote independence for people with disabilities.

Logic Model Approved by *Dr. Paulomy Chakraborty on 6/17/2023*
/ on:
Logic Model Reviewed by / *Dr. Joanna Enoise on 06/16/2023*

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COMMUNITY SERVICES DEPARTMENT
FY 20XX Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Coalition for Independent Living Options, Inc.		Program Name	SAIL: Supports And Independent Living			
Name of person completing this logic model:	Brandy Macaluso		Email of person completing this logic model:	bmac@cilo.org		Phone # of person completing this logic model:	5619664288
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals are not financially stable.	123 Clients will receive at least one economic stability service of Safety Net Navigation & Linkage within the fiscal year i.e. – Benefit applications such as Medicaid, SNAP, Medicare Premium Waiver; -- Self-sufficiency seminars including various independent living skills, pre-employment skills and job readiness skills trainings; -- Job development & placement; -- Applications for emergency services such as food, financial assistance, and other services to meet a household's emergent/crisis needs -- Barrier-removal services such as transportation assistance, car repairs, bus passes, and Palm Tran Connection ticket books; -- Financial literacy & budget reviews; – Applying for Re-employment; – Personal resource management; – Crisis management; -- Wrap-around support services including providing information & referral services to clients to utilize the Self-Sufficiency Agencies and other community services	Outcome #1: Clients will be successfully linked to safety net services within 7 days from program intake. Outcome #2: Clients will be satisfied with the linkage to services as evidenced by a customer service survey after services are rendered.	Indicator 1: 75% clients will be successfully linked to safety net services within 7 days from program intake Indicator 2: 75% of clients will be satisfied with the linkage to services as evidenced by a customer service survey after services are rendered.		Output Tool: Any of the following can be used: ILP (goal sheet), budget sheet, submission screenshot, receipts, proof of payment, case notes, benefit approval letter, copy of referral form, application for services, roommate match assessment, agenda, sign-in sheet, evaluation, equipment waiver, receipts from rental and/or utility companies, DCF ACCESS benefit letter, intake application, financial assistance letter, IEP, budget review form, re-employment application, screenshot from the information and referral portal. Outcome Tool: Outcome 1: Documentation of successful linkage to services. benefit approval letter, copy of referral form Outcome 2: Customer service survey results to be reported in HMIS; services provided or agency referral worksheet, service report in HMIS/CMIS with specific service provided to each client is recorded.	Who does it?: The Independent Living Specialist is responsible for collecting and storing the data for outcome and output tools as well as results. Deputy Program Director and/or Director of Sail enters data into HMIS/CMIS. What is the process?: The Independent Living Specialist obtains the information/data needed from the client and updates this on an ongoing/as-needed basis. The data is reviewed on a monthly basis by the Deputy Program Director and/or Director of SAIL to ensure services are leading to stability. Where is the data stored?: The data is stored and updated into an industry specific, web-based database, CilSuite. CilSuite is a cloud-based, password protected database that maintains multiple offsite servers to ensure client data security. Additionally, CILO uses CMIS for client tracking, when appropriate, for homeless prevention assistance. If applications for financial assistance is needed, Oscarss is utilized. All databases are managed by county government and are password protected.	Data Collection: At intake, an ILP form or goal sheet is completed with the consumer. Both should indicate desired service of client. Within 7 days of enrollment, client will receive service or referral to safety net resources. Clients will complete a customer service survey after services are rendered to determine if services were successful. Data Reporting: 1) The Independent Living Specialist reports data as needed in a case. 2) Data is reported to Deputy Program Director and Director of Sail monthly 3) Data and results are reported to FAA staff quarterly and annually.
Mission Statement: To promote independent for people with disabilities.							

Logic Model Approved by / on: *Dr. Poulomy Chakraborty on 6/17/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid-Eniase on 06/18/2025*

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COMMUNITY SERVICES DEPARTMENT
FY 2025/2028 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**Coalition for Independent Living Options, Inc**		**Program Name**	**LEAP; Learning & Educational Advocacy Program**			
Name of person completing this logic model:	**Brandy Macaluso**		**Email of person completing this logic model:**	bmac@cilo.org		**Phone # of person completing this logic model:**	**561-966-4288**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Households that are made up of at least one youth, age 0-22, OR adult individuals age 22+ with an established intellectual or developmental disability as defined by the FAA program, that are in need of case management services to promote economic stability.	78 clients and their families will receive case management services related to at least two objectives in their ILP Service Plan within the fiscal year. Services to increase a client's economic stability may include but are not limited to: --Educational advocacy & transition services for students preparing to graduate to a career, vocational program, or go to college; --Accompaniment to IEP or 504 plan meetings at school; --Benefit applications such as Medicaid, SNAP, Medicare Premium Waivers; --Self-sufficiency seminars including various independent living skills, financial literacy, pre-employment skills, job readiness skills trainings, and transition services; -- Safety Net Navigation & Linkage Services -- Access to the FIND and Senior FIND emergency financial assistance programs -- Applications for emergency services such as food, financial assistance, and other services to meet a household's emergent/crisis needs -- Personal resource management; -- Case management; -- Wrap-around support such as providing information & referrals through the Palm Beach County Resource & Referral Portal to Self-Sufficiency Agencies	Individuals will achieve at least two (2) objectives on the Individualized Educational/Support Plan (IE/SP) within the fiscal year	90% of individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.		Output Tool: ILP, Case Notes, IEP, Sign-in Sheets, Budget Sheet, Submission Screenshots, Receipts/Proof of Payments, Benefit Approval Letters, Referral Forms, Application for Services, Agenda, Evaluations. Outcome Tool: Outcome Assessment Tool that indicates achievement of the objective with responses equaling: Yes, No, Unable to measure. Specific service is recorded into CMIS, which will appear on the Service report.	Who does it?: The LEAP Advocate is responsible for collecting & storing the data for outcome and output tools as well as results. The Deputy Program Director reviews eligibility documentation and enters the client into CMIS/HMIS, Client rack What is the process?: The LEAP Advocate obtains the information/data needed from the client and updates this on an ongoing/as needed basis. The data is reviewed on a monthly basis by the Deputy Director of Programs and Development to ensure services are leading to stability. Where is the data stored?: The data is stored and updated into an industry specific web-based database, CILSuite. CILSuite is an industry specific, web-based, secure, encrypted software system. CILO uses CMIS/HMIS for client tracking, when appropriate, for homeless prevention assistance. Both databases are managed by county government and are password protected. CILO's contracted Accounting Services uses accounting software, Quickbooks, to track any financial assistance disbursements. All software programs used are encrypted and meet industry standards of security to comply with local, state, and federal confidentiality laws.	Data Collection: At intake, an ILP form or goal sheet is completed. After 30 days in the program, the ILP or goal sheet is reviewed. If the goal in the ILP is met, the outcome is achieved and the case is closed. If the outcome is not met, the ILP is continued for another 30 days. If the client has not maintained or increased stability after 90 days, the ILP will be redrafted or canceled. Likewise, if the client has not been active toward meeting their self-sufficiency goals, the ILP will be canceled after 90 days and the case will be closed. Consumers will not complete the optional SSM. Data Reporting: Enrollments, service data, and outcomes are reported to agency management monthly and FAA staff quarterly.
Mission Statement: **To promote independence for people with disabilities.**							

Logic Model Approved by / on: *Dr. Paulomy Chakraborty on 6/17/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid-Enlow on 06/18/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
   a. Statement of Cash Flows
   b. Statement of Activities
   c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

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and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

    The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the

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DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based.
        - Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

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The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

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22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and

25. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Coalition for Independent Living Options, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Dan E Shorter
(Signature of Officer or Representative)

Dan E. Shorter
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of X physical presence or ☐ online notarization this, 18th day of September 2025, by Dan E. Shorter.

Personally known X OR produced identification ☐

Type of identification produced _____.

Ashley Torres
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

ASHLEY N. TORRES
Commission # HH 441328
Expires September 6, 2027

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **EL SOL, JUPITER'S NEIGHBORHOOD RESOURCE CENTER, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **01-0870672**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide El Sol Day Labor Program to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) OVER A THREE-YEAR PERIOD, OF WHICH FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have

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been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of

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expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the

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endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in

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cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

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allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY

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

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

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

required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above. The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

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A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution,

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dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bonafide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Suzanne Whitbeck, Executive Director
El Sol, Jupiter's Neighborhood Resource Center, Inc.
106 Military Trail,
Jupiter, FL 33458

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

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

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The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701,

Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the

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financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of,

any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
EL SOL, JUPITER'S NEIGHBORHOOD RESOURCE CENTER, INC.

DocuSigned by:
BY: Suzanne Whitbeck
77BB318431DA4D4...
Authorized Signature

Suzanne Whitbeck
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signed by:
BY: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
BY: James E Green
F84BD50B0CEE433...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	El Sol, Jupiter's Neighborhood Resource Center, Inc.
Program Name:	El Sol Day- Labor Program
Location:	Palm Beach County-Jupiter Resident
Target Population:	Immigrant day laborers, including individuals age 18 and over, with income at or below 50% Area Median Income (AMI)
Service Category:	Economic Stability

A. Program Description:

El Sol's Labor Program seeks to bridge the gaps that undermine the economic stability of day laborers living in the Town of Jupiter, FL. Through the Labor Program, El Sol offers a Day Labor Center open daily matching contractors and homeowners with day laborers who have the appropriate skills for the work requested. El Sol will conduct client registrations into its El Sol's Day Labor Program through Case Management services to assist individuals to improve and/or maintain economic stability.

Services:

Clients will meet with AGENCY Case Manager to complete registration into El Sol's Day Labor Program to include the following Case Management services:

- Provide a safe and organized job-matching center: Intake, Needs Assessment, Service Planning/Goals, and Monitoring and Evaluation of Clients.
- Document progress notes to include follow-up contacts/visits.
- Registered clients will have access to services provided in El Sol's six areas of focus: Labor, Adult Education, Community Care, Community Life, Food and Nutrition, and Youth Development.
- Community Care Case Management services will include access to internal emergency services funded by other funders and/or community-based resources.

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to

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achieve outcomes

- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

AGENCY will meet all the requirements/deliverables identified in **EXHIBIT G - ROMA Logic Model**

Number of Unduplicated Clients Served through this program: 300

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

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CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE
UNITS OF SERVICE RATE AND DEFINITION

Agency: El Sol, Jupiter's Neighborhood Resource Center, Inc.
Program: El Sol Day- Labor Program

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Case Management Unit of service defined as initial case management interaction with client per fiscal year to register as a worker in AGENCY's Day-Labor Program and including follow-up contacts/visits.	$156	$47,619	$47,619	$47,619	$142,857
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services	$35	$2,381	$2,381	$2,381	$7,143
Total Contract over a three (3) year period		$50,000	$50,000	$50,000	$150,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 2025 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	El Sol, Jupiter's Neighborhood Resource Center		Program Name	El Sol Day-Labor Program			
Name of person completing this logic model:	Mishelle Ellner		Email of person completing this logic model:	Grants@friendsofelsol.org		Phone # of person completing this logic model:	561-745-9860 x 4101
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals are not financially stable- Individuals need temporary Employment Services (day-labor)	300 individuals will be registered into the Day Labor Program and/or receive one time Emergency Assistance during the Fiscal year	1) Clients will be successfully connected to the employment services within the fiscal year. 2) Clients who obtained employment with a living hourly wage or higher at the temporary employment/apprenticeship service.	1) 100% or 300 of 300 clients will be successfully connected to the employment services within the fiscal year. 2) 75 % or 225 of 300 clients obtain employment with a living hourly wage or higher at the temporary employment/apprenticeship service within the fiscal year.		Output Tool: 1) Salesforce Intake Form, El Sol's Self Sufficiency Matrix, Clients Goal- Action Plan, Progress Notes 2) El Sol Client's Sales Force Hourly Wage Report	Who does it?: Case Management Staff and Labor Program Staff	Data Collection: Clients must complete the registration process every 6 months with Case Management Team 1) HMIS service report, including labor program registration. 2) Salesforce hourly wage report annually.
					Outcome Tool: 1) HMIS service report, including labor program registration and employment assessment quarterly. 2) Salesforce hourly wage report.	What is the process?: Client will be connected successfully connected to employment services throughout the fiscal year on as needed basis. Clients will be screened for eligibility and verified per El Sol SOP. receive case management.	
						Where is the data stored?: Paper files, Client Track, and SalesForce. Paper files are secured in locked office and locked file cabinet. Databases are password-protected and monitored by IT company.	Data Reporting: Data and results are reported to FAA and Town of Jupiter staff quarterly. Data and results are also reported to agency leadership team monthly. 1) HMIS service report due quarterly. 2) Salesforce hourly wage report due annually due at Quarter 4 report.

Mission Statement:
El Sol, Jupiter's Neighborhood Resource Center (El Sol) exists to improve the quality of life for the community of Jupiter by providing labor, education, community health, food and nutrition, and youth services to day laborers and their families.

Logic Model Approved by / on: *Dr. Joanna Reid-Enoise on 06/25/2025*
Logic Model Reviewed by / on: *Angela Cruz 06/18/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A,EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

    The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the

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DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall:
        - Be income based. Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and Display the
- DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended

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

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    b. A tracking component so that AGENCY or the County can verify employee compliance.

25. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of El Sol, JNBC (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Suzanne Whitbeck
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 26 day of June, 2025, by Suzanne Whitbeck

Personally known ☑ OR produced identification ☑.

Type of identification produced DL.

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

Notary Public State of Florida
Betzy S. Rega
My Commission HH 543618
Expires 5/9/2028

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **FAMILY PROMISE OF SOUTHEAST FLORIDA, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **56-2656166**.

WHEREAS, the AGENCY has proposed providing certain services under the Self-Sufficiency with Children (SOFI) service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide FPSEFL's Prevention/Diversion and Step Up to Success services to families with minor children of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.** The parties shall amend this Agreement if there is a

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change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **TWO HUNDRED AND TWENTY-NINE THOUSAND, EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS ($229,875.00) OVER A THREE-YEAR PERIOD, OF WHICH SEVENTY-SIX THOUSAND, SIX HUNDRED AND TWENTY-FIVE DOLLARS AND ZERO CENTS ($76,625.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SEVENTY-SIX THOUSAND, SIX HUNDRED AND TWENTY-FIVE DOLLARS AND ZERO CENTS ($76,625.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

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

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this

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Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

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West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other

vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of

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race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of

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each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Jennifer Raymond, Executive Director
FAMILY PROMISE OF SOUTHEAST FLORIDA, INC.
112 SE 10th Street
DELRAY BEACH, FL 33483

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

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has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

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PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
FAMILY PROMISE OF SOUTHEAST FLORIDA, INC.

Signed by:
BY: _____
39D628A8D8F74EB...
Authorized Signature

Jennifer Raymond
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signed by:
BY: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
BY: James E Green
F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	Family Promise of Southeast Florida, Inc.
Program Name:	FPSEFL's Prevention/Diversion and Step Up to Success
Location:	Palm Beach County - Countywide
Focus Population:	The target population for this project are families with at least one (1) adult and one (1) child age 0-17, and under 50% AMI.
Funding Priority:	Self Sufficiency – Securing Our Future Initiative (SOFI)

A. Program Description:

The Prevention/Diversion (P/D) services were created to help prevent the trauma of homelessness by offering rental assistance. Step Up to Success (SUS) was designed as an extension of the Road to Independence program, supporting families who require long-term rental assistance and are motivated to boost their employability, income, and long-term self-sufficiency through continued education.

Services available to clients:

- Prevention of homelessness via rent and/or utility assistance
- Subsidization of a trade, certificate, or other professional program aimed at increasing income and benefits
- Make weekly case management services and trainings available to clients, including but not limited to parenting techniques, fiscal management, budgeting, interview skills, etc.
- Make weekly individual mental health counseling services available to clients (including trauma-informed care, EMDR, sand tray therapy, animal-assisted therapies, and more)
- Make Weekly group counseling available to clients
- If needed, provide food, toiletries, diapers, clothing, bedding, furniture, public transportation passes, and other necessities

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix, Employment Assessment and Financial Assessment upon enrollment

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- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.

- Attend coordination meetings:

  - SOFI Agency Meeting (Monthly)

  - SOFI Quarterly Workgroup Meeting

- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)

- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)

- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)

- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development

- Submit regular referrals for needs identified on each self-sufficiency matrix

- Participate in SOFI orientations and recruitment activities

- Accept referrals from Community Services Department

- Participate in community conversations and survey collection

- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of (unduplicated) Clients Served through FAA: 20 Clients

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality

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improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: Family Promise of Southeast Florida, Inc.
Program Name: FPSEFL's Prevention/Diversion and Step Up to Success

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Rental and Utility Assistance Service: Payment of client rent and utility expenses will be processed directly through OSCARSS with payment issued directly to landlords and utility companies from the County	Billed via OSCARSS	$20,000	$20,000	$20,000	$60,000
Service: FPSEFL's Prevention/Diversion and Step Up to Success services to clients as described in EXHIBIT A will be reimbursed based on actual cost.	Actual Cost	$52,794	$52,794	$52,794	$158,382
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$3,831	$3,831	$3,831	$11,493
Total Contract over a three (3) year period		$76,625	$76,625	$76,625	$229,875

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Note: Funds are awarded by program, therefore the above allocations for this program can be moved between services as needed and will not require format amendments. Agency shall request changes in writing for Department approval.

Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

For actual cost reimbursement items, backup documentation must be submitted along with the invoice and signed cover letter that may include but is not limited to the following: program general ledger, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services. Additional items may be requested as part of the invoice submission, or via desk and/or on-site monitoring on a periodic basis.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 17 of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:**

Person Completing Form: _____ **Date of Report:**

Email address (*Optional*): _____ **Phone #:**

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

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

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

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Family Promise of Southeast Florida		Program Name	Family Promise of Southeast Florida - Prevention/Diversion and Step Up to Success			
Name of person completing this logic model:	Brianna Beaver		Email of person completing this logic model:	bbeaver@familypromisesefl.org		Phone # of person completing this logic model:	(561) 265-3370 x106

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Prevention/Diversion (P/D) - Families are at risk of eviction or experiencing homelessness and lack immediate resources to stabilize without assistance. Step Up to Success (SUS) - Families with low income and no access to higher education or certifications remain in cycles of poverty and housing instability.	Provide the following to households: • Rent/utility assistance, hotel diversion • Mental Health counseling •Career Assesments • Case Management • Job Training and Employment Services • Vocational Training • Financial Literacy • Job Development and Placement • Apprenticeship Programs • Self-Sufficiency Workshops • Wrap-around supportive services only in combination with other self-sufficiency services listed above	1. Clients will increase their self-sufficiency in at least one or more categories such as family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix quarterly. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3. Clients will increase their household income as evidenced on the financial assessment at program entry and exit.	•90% or 18 of 20 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. •75% or 15 of 20 clients will obtain, maintain or better employment as evidenced by employment assessments quarterly. •75% or 15 of 20 clients will increase their household income within 12 months as evidenced by the financial assessment at program entry, quarterly, and at program exit.		Output Tool: Client intake forms, service logs, financial documentation. Outcome Tool: Intake Forms, Self-sufficiency matrix, Employment Assessments, Financial Assessments	Who does it?: Mental Health Counselor/Case Manager assigned to P/D and SUS programs. What is the process?: Assessment during intake, tracked through weekly or biweekly follow-ups. 1) SSM is reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 2) Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to see maintaining or increased employment 3) Financial Assessments are compared from entry to Q4 of every year annually and at exit Where is the data stored?: Secure internal client database via Salesforce and paper-based case files, CMIS.	Data Collection: Entered by staff after each service interaction and reviewed weekly. 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. Financial Assessments are collected at program entry, at end of fiscal year (Q4) and at exit in HMIS/CMIS (processs needs to be alignes with data collection) Data Reporting: Reviewed monthly by Program Director and Senior Program Manager and included in quarterly funder reports.

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *XX on XX/XX/XXXX*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
   a. Statement of Cash Flows
   b. Statement of Activities
   c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

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7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

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The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based.
        - Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Family Promise of Southeast Florida (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Jennifer Raymond
(printed name of officer or representative)

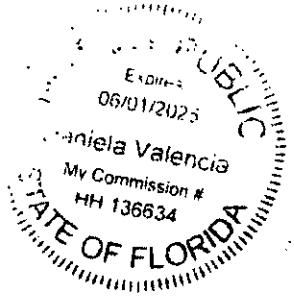
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 4th day of June 2025, by Daniela Valencia.

Personally known ☐ OR produced identification ☑.

Type of identification produced FL License.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Farmworker Coordinating Council of Palm Beach County, Inc**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1830267**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Family Preservation & Economic Stabilization services to children/youth, young adults, adults, and families of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other

items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **FIVE HUNDRED AND TEN THOUSAND DOLLARS AND ZERO CENTS ($510,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND ZERO CENTS ($170,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND SEVENTY THOUSAND DOLLARS AND ZERO CENTS ($170,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

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

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or

Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least

ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

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Palm Beach County Board of County Commissioners

and may be addressed:

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

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the

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

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

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during

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employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must

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achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

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

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and

fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Gayle Zavala, Board President
Farmworker Coordinating Council of Palm Beach County, Inc
1123 CRESTWOOD BOULEVARD
LAKE WORTH, FL 33460

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
Farmworker Coordinating Council of Palm Beach County, Inc

BY: Signed by: Gayle Zavala 771FF4984E0242B...
Authorized Signature

Gayle Zavala
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE495...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

AGENCY Name: Farmworker Coordinating Council of Palm Beach County, Inc.
Program Name: Family Preservation & Economic Stabilization
Location: Palm Beach County - Countywide
Focus Population: Migrant/Seasonal Farm Worker residents of Palm Beach County who are at risk of becoming homeless are up to 50% Area Median Income (AMI) with a prioritization for up to 30% AMI
Service Category: Economic Stability

A. Program Description:

The Family Preservation & Economic Stabilization (FPES) program focuses on assisting low income farmworkers and their families to reduce their risk of becoming homeless and/or food insecurity. The program provides a variety of services that promote self-sufficiency and economic stabilization. The program is based out of our two offices located in Lake Worth and Belle Glade.

Services:

The AGENCY shall perform an eligibility pre-screen and intake process for each household. The program will provide one or more of the following services based on the client need:

- Case Management
- Emergency rental/utility assistance
- Bilingual Case Management (Spanish/Creole/English)
- Participants will have access to these services based on the Family Action Plan
    - Interpretation and translation
    - Referrals for community based services
    - Financial literacy workshops
    - Distribution of food, clothing, and household items
    - Distribution of gift cards to purchase food
    - Distribution of diapers and toiletries
    - Transportation
    - Support groups
- Family Action Plan development and updates
- Follow-up contacts and quarterly reassessments
- Outreach and engagement for continued support

In addition, program clients can apply to receive other services from the AGENCY funded by other non-County sources, such as:

- Scholarships for college students
- Microloans for individuals who would like to open their own small business
- Education for children-Pre-K to 5th (Tutoring, Afterschool, Literacy, etc.)

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- Education for Adults (ESOL, literacy, computer classes, etc.)
- Distribution of school supplies
- Distribution of toys during the Holidays, etc.

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete County approved self-sufficiency matrix upon enrollment on client/household(s) to determine if a referral to self-sufficiency services is appropriate
- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

AGENCY will meet all the requirements/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 350

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and

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denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGENCIES
UNITS OF SERVICE RATE AND DEFINITION

Agency: Farmworker Coordinating Council of Palm Beach County, Inc.
Program Name: Family Preservation & Economic Stabilization

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: Family Preservation & Economic Stability: Unit of service is defined as one (1) hour of staff time in direct services.	$40	$161,500	$161,500	$161,500	$484,500
Service: CQM Services Unit of service is defined as one (1) hour of staff time in direct CQM services.	$35	$8,500	8,500	8,500	$25,500
Total Contract over a three (3) year period		$170,000	$170,000	$170,000	$510,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

Incidents Reported: **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Farmworker Coordinating Council of Palm Beach County, Inc.		Program Name	Family Preservation & Economic Stabilization (FPES)			
Name of person completing this logic model:	Lynda McReynolds		Email of person completing this logic model:	lmcreynolds@farmworkercouncil.org		Phone # of person completing this logic model:	(561) 533-7227
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Low-income farmworkers in Palm Beach County live in extreme poverty well below the federal income threshold. Many face persistent economic instability and are at high risk of homelessness due to lack of financial education, unpredictable employment, and limited safety nets.	Rental assistance Utility assistance Transportation & voucher assistance Food Distribution Toiletries Distribution Diapers & Baby Supplies Distribution Clothing & Household Items distribution Gift Cards support School Supplies Distribution	Eligible clients will have their crisis resolved through emergency financial assistance up to 45 days from completed intake.	90% or 315 of 350 of eligible clients will have their crisis resolved through emergency financial assistance up to 45 days from completed intake.		Output Tool: Sign-in sheets, case notes, intake and assessment forms, referral logs, rental's log, eviction's notices, receipts of rental and utility payments, copies of checks issued to vendors, and services recorded in Apricot and ClientTrack.	Who does it?: Case Managers are responsible for collecting and entering data. Case Manager Supervisors verify accuracy. The Director of Programs oversees compliance and data integrity. OSCAR5S will be used for processing payments for emergency assistance.	Data Collection: The intake and pre-assessment are completed upon entry into the program. Follow-up assessments are conducted within 30--90 days depending on the service provided. Note: 45 days start at when the intake process is completed, as, indicated in the outcome statement.
					Outcome Tool: Self-Sufficiency Matrix (pre- and post-assessments), follow-up case notes, outcome tracking in Apricot and ClientTrack (CMIS), receipts showing resolved utility balances or rent payment confirmation, and client feedback forms	What is the process?: Clients complete intake and eligibility. Services and follow-ups are entered in Apricot and ClientTrack. Case Managers update progress; Supervisors review files monthly. Program performance is evaluated	
						Where is the data stored?: Data is stored in Apricot, ClientTrack (CMIS), and secured paper files in locked cabinets at both offices. Rental Assistance and Utility Assistance will be submitted and processed through CMIS.	Data Reporting: Reported quarterly to FAA and reviewed monthly by the Director of Programs. A summary is submitted to the Executive Director for discussion during the monthly Board meeting.

Mission Statement:
To promote self-sufficiency and improve the quality of life for migrant/seasonal farmworkers and other people in need through education, advocacy, and access to services.

Logic Model Approved by / on: JRE 07/03/2025

Logic Model Reviewed by / on:

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

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as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

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14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

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Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Facilitator Coordinating Council (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Carlos M. Perez
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 18 day of June, 2025, by Carlos M. Perez.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Vilma Troche
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

VILMA I TROCHE
Notary Public - State of Florida
Commission # HH 412450
My Comm. Expires Jun 19, 2027
Bonded through National Notary Assn.

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1312245**.

WHEREAS, the AGENCY has proposed providing certain services under the Self-Sufficiency with Children (SOFI) service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide The Fuller Center Childcare Workforce Apprenticeship Program services to families with minor children of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **TWO HUNDRED AND FIFTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS ($258,000.00) OVER A THREE-YEAR PERIOD, OF WHICH EIGHTY-SIX THOUSAND DOLLARS AND ZERO CENTS ($86,000.00) IS BUDGETED IN FISCAL YEAR FY 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF EIGHTY-SIX THOUSAND DOLLARS AND ZERO CENTS ($86,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.
In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the

endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in

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cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

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allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-

assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473,

Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor

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of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Eric Roby, Chief Executive Office
FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.
200 N.E. 14TH ST
BOCA RATON, FL 33432

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should

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reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section

287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM

BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

ATTEST:

MICHAEL CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.

BY: Signed by: Eric Roby 81092F843EFF42E...
Authorized Signature

Eric Roby
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	Florence Fuller Child Development Centers, Inc. dba Fuller Center
Program Name:	The Fuller Center Childcare Workforce Apprenticeship Program
Location:	Palm Beach County - Countywide
Focus Population:	The focus population for this project are families with at least one (1) adult and one (1) child age 0-17, and under 50% AMI.
Funding Priority:	Self Sufficiency – Securing Our Future Initiative (SOFI)

A. Program Description:

The Apprenticeship Program offers a pathway to economic mobility, while addressing critical childcare staff shortages. Apprentices facing barriers to employment can pursue a basic and/or advanced childcare staff credential, including paid on-the-job training, coaching, financial assistance, transportation, wrap-around support, case management, onsite subsidized child care, and job placement services.

Services available to clients:

- Apprenticeship Program
- On-the Job Training
- Vocational Training and Coaching
- Transportation Assistance: Fuller Center will help coordinate transportation assistance for a group of apprentices at a single location, such as a pickup schedule from the Tri-Rail station to Fuller Center or another suitable location, depending on needs and availability of Fuller Center's vehicles.
- Financial Assistance: Fuller Center provides apprentices the opportunity to request an "emergency grant" of $500, which will be paid by Fuller Center. To qualify, the emergency must be resolved with the one-time assistance (for example, a car repair). An apprentice is eligible for a grant once a year.
- Wrap-around supportive services and access to Wellness Center
- Case Management
- Onsite subsidized childcare
- Job Placement

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix, Employment Assessment and Financial Assessment upon enrollment

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- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:
    - SOFI Agency Meeting (Monthly)
    - SOFI Quarterly Workgroup Meeting
- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of (unduplicated) Clients Served through FAA: 22 Clients

Continuous Quality Management (CQM)

Overview:
Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: Florence Fuller Child Development Centers, Inc
Program Name: The Fuller Center Childcare Workforce Apprenticeship Program

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Case Management and Direct Services Unit of service defined as one (1) hour of attendance per client.	$24	$81,700	$81,700	$81,700	$245,100
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$4,300	$4,300	$4,300	$12,900
Total Contract over a three (3) year period		$86,000	$86,000	$86,000	$258,000

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 17 of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

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

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

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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COMMUNITY SERVICES DEPARTMENT
FY 2025-2028 Financially Assisted Agencies (FAA)
ROMA Logic Model

Agency Name	Florence Fuller Child Development Center, Inc. dba Fuller Center		Program Name	Childcare Workforce Apprenticeship Program			
Name of person completing this logic model:	Rachel Waterman		Email of person completing this logic model:	Grants@FullerCenterFL.org		Phone # of person completing this logic model:	(305) 985-9037

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
1. A Lack of job opportunities perpetuates financial insecurity, social isolation, & psychological distress, particularly among female-headed households and African American families. 2. Government support is needed to alleviate childcare burdens and foster workforce participation. 3. Transportation is a barrier to self-sufficiency for families who do not have a vehicle and must take public transportation to and from work and other destinations. 4. The lack of career training and employment opportunities and transportation. 5. Lack of access to quality education, healthcare, and supportive community networks, which are essential for individuals to achieve economic stability and pursue opportunities for advancement.	• Apprenticeship Program • Job Training and Employment Services • Vocational Training & Coaching • Transportation Assistance • Financial Literacy • Wrap-around supportive services and access to Wellness Center • Case Management • Onsite subsidized childcare	1. Clients will increase their self-sufficiency in at least (1) or more categories such as transportation, childcare, housing, employment, income, and education; including but not limited to family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments. 3. Clients will increase their household income as evidenced on the financial assessments.	1) 75% or 17 of 22 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. 2)75% or 17 of 22 clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3) 75% or 17 of 22 clients will increase their household income as evidenced by the financial assessment at program entry, October 15, and at program exit.		**Output Tools:** Intake Forms, Attendance Forms, Employment Records, Certifications **Outcome Tools:** Family Needs Assessments & Case Notes 1) Self-sufficiency matrix 2) Employment Assessments 3) Financial Assessments	**Who does it?:** Human Resources Director, Curriculum Specialists, Family Empowerment Services (FES) Counselors, Data Management & Compliance Director (DMCD), Data Consultants, and Chief Program Officer (CPO). **What is the process?:** Client gets a family needs assessment, a plan is created and case management is provided. 1) SSM is reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 2) Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to see maintained or increased employment 3) Financial Assessments are compared from Entry to October 15 and at exit **Where is the data stored?:** In CMIS and in agency tracking system on secured shared drive.	**Data Collection:** 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. Financial Assessments are collected at program entry, Q4 due October 15 and at Exit in HMIS/CMIS. **Data Reporting:** FES Counselors report to the Lead FES Counselor weekly, who, in turn, reports to the DMCD and CPO monthly. Curriculum Specialists report data to the CPO monthly. The DMCD shares data with consultants for analysis, who then share the analysis with the CPO. The CPO reports results to the CEO quarterly. Results shared publicly annually. Quarterly reports to PBC.

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Mission Statement: Our mission is to embrace, educate, and empower hard-working families and children to achieve their full potential.

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *Angela Cruz on 6/20/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
   a. Statement of Cash Flows
   b. Statement of Activities
   c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

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7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

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The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based.
        - Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

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21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

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22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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EXHIBIT I

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of FULLER CENTER (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

ERIC ROBY, CEO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 30th day of May, 2025, by ERIC ROBY.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

Notary Public State of Florida
Maria Gabrielle Aleksinko
My Commission HH 575623
Expires 7/28/2028

(Notary Seal)

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **GULFSTREAM GOODWILL INDUSTRIES, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1197040**.

WHEREAS, the AGENCY has proposed providing certain services under the Intellectual Developmental Disabilities service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Capabilities services to residents with intellectual/developmental disabilities (IDD) of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.** The parties shall amend this Agreement if there is a

change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **FIVE HUNDRED AND SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($579,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND NINETY-THREE THOUSAND DOLLARS AND ZERO CENTS ($193,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND NINETY-THREE THOUSAND DOLLARS AND ZERO CENTS ($193,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service

amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify,

reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

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

provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment

tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

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

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Karen Davidson, President and CEO
GULFSTREAM GOODWILL INDUSTRIES, INC.
1715 TIFFANY DR E
WEST PALM BEACH, FL 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

ATTEST:

MICHAEL A. CARUSO
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
GULFSTREAM GOODWILL INDUSTRIES, INC.

BY: Signed by: Karen Davidson F227C9FE2A804F1...
Authorized Signature

Karen Davidson
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B0BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE433...
Department Director

FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name: Gulfstream Goodwill Industries, Inc. (GGI)
Program Name: Capabilities
Location: Palm Beach County-County Wide
Focus Population: Adults ages 23-70 with Intellectual/Developmental Disabilities according to the American Disabilities Act (ADA) (Client)
Service Category: Intellectual/Developmental Disabilities

A. Program Description:

The Capabilities program will target adults ages 23-70 with Intellectual/Developmental Disabilities that are unemployed or underemployed. Clients will receive pre-vocational and on-the job training in Gulfstream Goodwill's Good Prints print shop and other OJT opportunities for preparation with employment. Program Participants will have case management and behavioral health support to assist them to reach their self-identified goals and gain knowledge and skills needed to obtain employment.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services:

Upon client intake and eligibility AGENCY may provide one or more of the following Work-Ability services to each client based on the Personal Development Plan (PDP) as follows:

- Adult Day Training (ADT)
- Life skills and community integration
- Capabilities on-the-job training
- Vocational assessments, including Reading Free Interest Inventories to determine a career pathway, and resume building
- Supported employment
- Neuro-Arts, and Mindfulness, music, dance, and gardening enrichment
- Behavioral supports (BCBA-directed)
- Computer and digital literacy
- Financial and Tax Literacy
- Community-based outings and volunteerism
- Case management and Personal Development Plans (PDPs)
- Quarterly Quality Assurance (QA) Council for advocacy

- Caregiver Education Evenings connecting families with information, resources, and guidance.

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Personal Development plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15) Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities

AGENCY will meet all the requirements/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 50

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

FY 2026-2028 FINANCIAL ASSISTANCE AGENCIES
UNITS OF SERVICE RATE AND DEFINITION

Agency: Gulfstream Goodwill Industries, Inc. (GGI)
Program: Capabilities

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: The provision of Capabilities Program services to Clients as described in EXHIBIT A will be reimbursed based on an actual cost basis.	N/A	$183,350	$183,350	$183,350	$550,050
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$9,650	$9,650	$9,650	$28,950
Total Contract over a three (3) year period		$193,000	$193,000	$193,000	$579,000

Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

For actual cost reimbursement items, backup documentation must be submitted along with the invoice and signed cover letter that may include but is not limited to the following: program general ledger, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services. Additional items may be requested as part of the invoice submission, or via desk and/or on-site monitoring on a periodic basis.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

Incidents Reported: **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Gulfstream Goodwill Industries, Inc.		Program Name	Capabilities			
Name of person completing this logic model:	Laura Waterman		Email of person completing this logic model:	lwaterman@goggi.org		Phone # of person completing this logic model:	561-214-8726
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals with intellectual/developmental disabilities (IDD) lack access to Life Skills classes and activities.	All participants are assigned a Case Manager to assist in developing a Personal Development Plan. Individuals with (IDD) will receive Life Skills services to include: Adult Day Training (ADT) Life skills Capabilities on-the-job training (OJT) Supported employment Neuro-Arts, and Mindfulness, music, dance, and gardening enrichment Computer lab access Financial literacy Community-based outings and service learning experiences Quarterly Quality Assurance (QA) Council for advocacy	Individuals with intellectual/developmental disabilities (IDD) will achieve two (2) goals on the Personal Development Plan within the fiscal year.	80% or 40 of 50 individuals with IDD will achieve two (2) objectives on the Individualized Implementation Plan within the fiscal year.		Output Tool: Case Notes, Personal Development Plans, APD Support Plans	Who does it?: Case Managers, Data and Evaluation Specialist, Program Coordinator	Data Collection: Participant intake and enrollment are entered into Client Track database. All case notes entered weekly, progress reports completed quarterly, Personal Development Plans completed within 30 days of program enrollment.
					Outcome Tool: Personal Development Plan goal reviews with participants. At times, certificates of completion are provided to document class completion.	What is the process?: Case Managers input all documentation into Client Track. Data and Evaluation Specialist runs data reports and verifies measurements with Program Coordinator and Program Director.	
						Where is the data stored?: Data will be stored on Client Track which has security firewalls in place to ensure HIPAA compliance.	Data Reporting: Data and current program results are reported to FAA/CSD staff quarterly in required reports. Additionally, data and results are also reported to agency leadership monthly via the internal Dashboard tool.

Mission Statement:

Changing lives and transforming our community by building pathways to independence for persons with barriers through housing, education, training, and employment.

Logic Model Approved by / on: *Dr. Paulamy Chakraborty on 6/24/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid-Enoise on 06/26/2025*

AGENCY'S PROGRAMMATIC REPORT

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

EXHIBIT I

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Gulfstream Goodwill Industries (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Karen Davidson
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 2 day of June, 2025, by _____.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Christopher B. Hamilton-Glinton
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

CHRISTOPHER BERNARD
HAMILTON-GLINTON
Notary Public - State of Florida
Commission # HH 589533
My Comm. Expires Sep 3, 2028
Bonded through National Notary Assn.

(Notary Seal)

Docusign Envelope ID: 4C56BBA2-3E4B-400F-821E-52BBF829CC1F

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Habilitation Center for the Handicapped, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1859543**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Hab Center's Life Skills Training & Supported Employment and Day Programming for Adults with Disabilities/Special Needs services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other

items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **SIX HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($675,000.00) OVER A THREE-YEAR PERIOD, OF WHICH TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($225,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED AND TWENTY- FIVE THOUSAND DOLLARS AND ZERO CENTS ($225,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

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

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this

Agreement shall remain in full effect throughout the term of the Agreement.

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

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

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

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

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

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

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

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

Docusign Envelope ID: 4C56BBA2-3E4B-400F-821E-52BBF829CC1F

West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other

vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

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

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

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

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of

race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

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

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of

each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

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

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

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

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA),

who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 20 DRUG-FREE WORKPLACE

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 CONTINGENT FEES

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

ARTICLE 24 SUBCONTRACTING

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

ARTICLE 25 PUBLIC ENTITY CRIMES

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

ARTICLE 26 EXCUSABLE DELAYS

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

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

ARTICLE 27 ARREARS

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

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 29 TERMINATION

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

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATIONS OF WORK

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

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

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

ARTICLE 32 NOTICES

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

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

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

Sherry A. Henry
Habilitation Center for the Handicapped, Inc.
22313 Boca Rio Road
Boca Raton, FL 33433

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 37 FEDERAL AND STATE TAX

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

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

ARTICLE 38 FACILITIES / OFFICE SPACE

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

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

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

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

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

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

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

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Maria G. Marino, Mayor

AGENCY:
Habilitation Center for the Handicapped, Inc.

BY: Signed by: Sherry A. Henry E0324EA14B86449...
Authorized Signature

Sherry A. Henry
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	Habilitation Center for the Handicapped, Inc. (HabCenter)
Program 1 Name:	Day Program for Palm Beach County Adults with Disabilities/Special Needs
Location:	Palm Beach County - Countywide
Focus Population:	Adults living in Palm Beach County diagnosed with intellectual, physical, mental or other disabling conditions (Client)
Funding Priority:	Intellectual/Developmental Disabilities

A. Program Description:

In the Intellectual/Developmental Disabilities Category, AGENCY will serve adults with special needs/disability that reside in Palm Beach County. AGENCY will provide day program services that may include a place to go every day during the week fulfilling community, educational and recreational classes, vocational training and workshops as well as opportunities to engage in comprehensive social services and supports the let them live their fullest lives and be participating members of the community.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

The AGENCY will provide the following services:

- Life Skill & Behavioral Training
- Recreational or educational programming: PEAR and STEAM programs
- Vocational Training
- Mental Health Counseling
- Daily Case Management
- Supported Employment

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that

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manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely

- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15) Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities

AGENCY will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 100

Continuous Quality Management (CQM)

Overview:
Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress

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toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Agency Name:	Habilitation Center for the Handicapped, Inc. (HabCenter)
Program 2 Name:	HabCenter's Life Skills Training & Supported Employment
Location:	Palm Beach County - Countywide
Focus Population:	Adults living in Palm Beach County diagnosed with intellectual, physical, mental or other disabling conditions (Client)
Funding Priority:	Intellectual/Developmental Disabilities

B. Program Description:

The program will provide case management services to up to 40 adults with special needs or disabilities at or below 100% of the Federal Poverty Level. Services include paid work training, on-the-Job training, job placement, job coaching, support, and follow-up. Our goal is for 30 out of 40 clients to secure and maintain paid vocational training or employment, ensuring long-term economic stability.

Services available to clients:

HabCenter will provide Case Management and direct services including:

- Comprehensive support series; or

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- Paid wok training and opportunity; or
- On-the-Job Training; or
- Job placement; or
- Job coaching; or
- Follow-up

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15) Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities

AGENCY will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 40

Continuous Quality Management (CQM)

Overview:
Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

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When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGENCIES
UNITS OF SERVICE RATE AND DEFINITION

Agency: Habilitation Center for the Handicapped, Inc.,
Program 1 Name: Life Skills Training and Supported Employment for Adults with Special Needs/Disabilities for Economic Stability and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Case Management and Direct Services Unit of service defined as one (1) hour of staff time of direct client services.	$40	$47,500	$47,500	$47,500	$142,500
Service: CQM Services Unit of service is defined as one (1) hour of staff time of direct CQM services.	$35	$2,500	$2,500	$2,500	$7,500
Program 1 Sub Total		$50,000	$50,000	$50,000	$150,000

Program 2 Name: Day Program for Palm Beach County Adults with Intellectual Developmental Disabilities and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Case Management and Direct Services Unit of service defined as one (1) calendar day of client attendance	$30	$166,250	$166,250	$166,250	$498,750

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Service: CQM Services Unit of service is defined as one (1) hour of staff time of direct CQM services.	$35	$8,750	$8,750	$8,750	$26,250
Program 2 Sub Total		$175,000	$175,000	$175,000	$525,000
Total Contract over a three (3) year period		$268,633	$268,633	$268.633	$805,899

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 17 of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

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

OR

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

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

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

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

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

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

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

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

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

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

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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COMMUNITY SERVICES DEPARTMENT
FY 2025 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Habilitation Center for the Handicapped, Inc (HabCenter)	Program Name	Hab Center's Life Skills Training & Supported Employment				
Name of person completing this logic model:	Khella Gihozo	Email of person completing this logic model:	Kgihozo@habcenter.org			Phone # of person completing this logic model:	5618873202

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Adults with disabilities and special needs, particularly those living at or below 100% of the FPL, face significant barriers to achieving stability and independence. Many experience co-morbid conditions that further complicate their ability to manage daily living tasks, maintain their health, and sustain interpersonal relationships. Despite their diverse abilities, these individuals often lack access to essential life skills such as financial literacy, job readiness, and vocational training. This gap in services hinders their opportunities for employment and self-sufficiency. There is a critical need for inclusive, supportive programs—like those offered by HabCenter—that provide tailored services, connect individuals to resources through systems like HMIS, and offer ongoing support to improve long-term outcomes.	Up to 40 clients will receive case management and direct services within the fiscal year including: 1. Comprehensive support services; or 2. Paid work training; or 3. On-the-Job Training 4. Job Placement; or 5. Job Coaching; or 6. Follow Up *Employment related activities:* Teaching hard and soft skills for competitive employment Providing on-the-job training Job placement services Working with local businesses to create inclusive work environments Job coaching Follow-up services to support job retention and workplace challenges *Social and recreational activities:* Creating opportunities for social activities Creating opportunities for recreational activities Facilitating interactions with non-disabled peers (social inclusion and community integration) *Future planning and support services:* Providing future planning support Helping clients navigate public benefits Supporting access to housing Supporting access to healthcare case management services Building daily living skills	**Outcome 1:** Individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year **Outcome 2:** Individuals will maintain or increase their self-sufficiency in one (1) or more categories such as transportation, childcare, housing, employment, income, and education, as measured on the self-sufficiency matrix	**Indicator 1:** 20% or, 8 out of 40 individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year **Indicator 2:** 20% or, 8 out of 40 of individuals will maintain or increase their self-sufficiency in one (1) or more categories such as transportation, childcare, housing, employment, income, and education, as measured on the self-sufficiency matrix		Output Tool: To track client progress we utilize Individual Career Plans (ICP) and Quarterly Progress Reports, using Microsoft Word and Excel for detailed documentation of each client's goals, strategies, and milestones. Each ICP includes essential details such as the client's name, the date of the ICP discussion, a description of the targeted employment outcome, an analysis of the client's current support system, the client's strengths, a plan for employment services, and the implementation of Outcome Tool: The Outcome Indicator Tracker Report will show the overall outcome indicator among all FAA clients on an annual basis, and will be tracked utilizing Employment Assessment tool in HMIS. Specific service is recorded into HMIS so that it will appear on the Service report. Self Sufficiency Matrix - scores to be used to measure the outcome, and upload the scores in HMIS.	Who does it?: Grants and Program Coordinator- tracking key performance metrics, assessing program impact, assessing program impact, and using data-driven insights to support continuous improvement. Employment Services Program Coordinator works closely with each client to define and record individual goals in their Individual Career Plan (ICP). On a quarterly basis, the Employment Services Program Coordinator tracks each client's progress towards their employment outcome in Quarterly Progress Reports. What is the process?: At the start of each FAA client year, the Employment Services Program Coordinator and/or social services will meet with each FAA client to determine and record individual client goals on their Individual Career Plan (ICP) or Implementation Plan (IP). Each client's ICP or IP will serve as baseline data. On a quarterly basis, the Employment Services Program Coordinator and/or social services will monitor and record each client's progress toward achieving their targeted employment outcome in Quarterly Progress Reports. Within one-week following. The end of each quarter, staff will review each client's Quarterly Progress Reports in order to identify whether client has achieved targeted employment outcome from each client's ICP or IP. Where is the data stored?: Client data is maintained in both soft and hard copy by our social workers. Physical records are securely stored in locked file cabinets, accessible only to authorized personnel. Digital reports - Client demographic information, and service records are managed within the HMIS database.	Data Collection: Upon entry, a pre-assessment is conducted which includes the Self-Sufficiency Matrix. In the first quarter, staff will input each FAA client's name and targeted employment outcome into the Outcome Indicator Tracker Report. The Employment Services Program Coordinator and social services will collect and track progress in Quarterly Progress Reports. Within one week after each quarter, staff will review individual progress, update the Outcome Indicator Tracker, and monitor progress toward the targeted outcome. Progress tracking will be completed at the end of each client's year. Data Reporting: The results are reported to FAA staff on a quarterly basis, and the data and findings are also shared with the executive leadership team quarterly. Results from the Self Sufficency matrix are also reported quarterly.

Mission Statement: Our mission is to help clients maximize their potential, live fulfilling lives, and become active, contributing community members.

Logic Model Approved by / on: *Dr. Poulomy Chakraborty on 7/14/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enolse on 7/14/2025*

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COMMUNITY SERVICES DEPARTMENT
FY 20XX Financially Assisted Agencies (FAA)
ROMA Logic Model
ALL INFO MUST FIT ON THIS PAGE

Agency Name	Habilitation Center for the Handicapped, Inc. (HabCenter)		Program Name	HabCenter's Day Programming for Adults with Disabilities/Special Needs			
Name of person completing this logic model:	Khalla Gihoto		Email of person completing this logic model:	Kgihoto@habcenter.org		Phone # of person completing this logic model:	5618873202
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals face challenges in developing the skills necessary for stability. In Florida, individuals with disabilities face a disproportionately high unemployment rate of 75%, compared to just 4% for those without disabilities. This disparity is largely driven by persistent employer biases and misconceptions about disability. Although 68% of individuals with disabilities express a strong desire to work, they encounter significant barriers to accessing stable employment and achieving independence. As a result, many are forced to rely on family support and public assistance, leading to chronic economic instability and social isolation. There is a critical need for targeted interventions that provide individualized support, job training, placement, and coaching to empower individuals with disabilities to enter and thrive in the workforce.	100 Clients will participate in either behavioral health services or recreational or educational programming (PEAR and STEAM) to provide enriching life experiences or make progress towards greater independence; or learn workplace behavior to help improve their vocational skills. HabCenter services include: 1. Life Skill & Behavioral Training 2. Recreational or educational programming: PEAR and STEAM programs 3. Vocational Training 4.Mental Health Counseling 5.Daily Case Management 6. Supported Employment	Individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.	80% or, 80 of 100 individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year.		Output Tool: The tools used to measure individual Client progress towards achievement are a microsoft word based Annual Reports, and microsoft excel for Quarterly Progress Reports. These tools are approved by the Agency for People with Disabilities (APD), which monitors while Qlarnat audits HabCenter activities every 1 to 2 years, and we routinely receive 96% or higher grades on annual Qlarant audits. APD assesses program objectives and benchmarks regularly to determine the progress and efficacy of client programming. The primary assessment and planning tools are the 30 day report for new clients and Quarterly Progress Reports. The Annual Implementation Plan is developed in collaboration with clients, parent or support coordinator, and program staff to establish personalized goals and service needs based on each individual's strengths, challenges, and preferences. It includes measurable objectives aligned with APD requirements. The implementation plan is established 3 months before the client's Annual Support Plan year. The goals and benchmarks outlined in the plan are then used to guide service delivery and progress tracking throughout the year. Adjustments may be made during quarterly reviews based on client progress or changing needs.	Who does it?: Grants and Program Coordinator - tracking key performance metrics, assessing program impact, and using data-driven insights to support continuous improvement Director of Social Services - initial assessment and plan. The office manager - oversees the tracking process, data procedures, and project outcomes and reports while supporting and monitoring the grants and program coordinator.	Data Collection: At the start of each FAA client's plan year, a Quarterly Goal Tracker and Annual Report are created to establish baseline data for tracking progress. Teachers regularly monitor and document each client's advancement toward achieving at least one objective from their identified goal. At the end of each quarter, the Grant and Program Coordinator reviews these reports to determine if the client met an objective with 80% or higher attainment. If achieved, a "1" is entered in the Outcome Indicator Tracker; if not, the field remains blank. These entries are used to calculate the overall annual outcome indicator across all FAA clients. Client demographic information and service data is inputted into HMS.
					Outcome Tool: The Outcome Indicator Tracker Report will show the overall outcome indicator among all FAA clients on an annual basis. tracking the overall outcome indicator across all FAA clients will be complete upon end of client Annual Plan year. Grant Manager will submit the Outcome Indicator Tracker Report by the 15th of the month following the end of the preceding quarter which will include Assessment Services Report from HMIS. Each specific service is recorded into HMIS so that it will appear on the Service report.	What is the process?: Each FAA client will have a Quarterly Goal Tracker Report created in Microsoft Excel and an Annual Report completed in Microsoft Word, beginning on the anniversary of their Annual Plan. The Quarterly Goal Tracker will include the client's name, teacher's name, support plan and implementation dates, along with the client's goals, objectives, and monthly progress. The Annual Report will capture the client's and teacher's names, the review meeting date, type of review, support plan and implementation dates, strategies, goals, objectives, and required signatures from the client and guardian, if applicable. Additional sections in the Annual Report—such as accommodations provided, the client's hopes and dreams, previous year's progress, and other applicable questions will also be completed when relevant. Copies of each client's Quarterly and Annual Reports will be stored in their individual files. The Grant and Program Coordinator will log each FAA client's name in the Outcome Indicator Tracker Report using Microsoft Excel. Teachers will monitor and update each client's progress toward their objectives on an ongoing basis. Within one week after the end of each quarter, the Grant and Program	
						Where is the data stored?: Client data is maintained in both soft and hard copy by our social workers. --Physical records are securely stored in locked file cabinets, accessible only to authorized personnel. --Client demographic information, and service records are managed within the HMIS/ Client Track database.	Data Reporting: The results are reported to FAA staff on a quarterly basis, and the data and findings are also shared with the executive leadership team quarterly.
Mission Statement: Our mission is to help clients maximize their potential, live fulfilling lives, and become active, contributing community members.							

Logic Model Approved by / on: *Dr. Pavlomy Chakraborty on 6/24/2025*

Logic Model Reviewed by / on: *Dr. Joanne Reid-Eccles 06/26/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

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

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

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

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and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

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

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

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as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

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

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

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14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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

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

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

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h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

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

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

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

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

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Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13); Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Habilitation Center for the Handicapped (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative) Sherry A. Henry (Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 5 day of June, 2025, by Sherry Henry

Personally known ☒ OR produced identification ☐.

Type of identification produced Driver License.

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

PASTELL CHERON
Notary Public
State of Florida
Comm# HH374138
Expires 4/8/2027

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **HOUSING PARTNERSHIP, INC dba COMMUNITY PARTNERS OF SOUTH FLORIDA**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2704597**.

WHEREAS, the AGENCY has proposed providing certain services under the Self-Sufficiency with Children (SOFI) service category; and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The AGENCY agrees to provide Securing Our Future Initiative to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

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

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **SIX HUNDRED AND SIXTY THOUSAND DOLLARS AND ZERO CENTS ($660,000.00) OVER A THREE-YEAR PERIOD, OF WHICH TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND ZERO CENTS ($220,000.00) IS BUDGETED IN FISCAL YEAR FY (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND ZERO CENTS ($220,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

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

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

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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

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

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

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AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

ARTICLE 5 AVAILABILITY OF FUNDS

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

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

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AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the

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State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify,

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reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

This article shall survive termination or expiration of this Agreement.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be

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provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

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treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-

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assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473,

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Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

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ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor

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of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

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application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Kelly Powell, CEO
HOUSING PARTNERSHIP, INC dba COMMUNITY PARTNERS OF SOUTH FLORIDA
2001 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have

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written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section

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287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM

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BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

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810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216 Belle
Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

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amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
HOUSING PARTNERSHIP, INC dba COMMUNITY PARTNERS OF SOUTH FLORIDA

BY: Signed by: Kelly Powell CBB9D35680FA466...
Authorized Signature

Kelly Powell
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name: Housing Partnership, Inc., dba Community Partners of South Florida (Community Partners)
Program Name: Securing Our Future Initiative
Location: Palm Beach County - Countywide
Focus Population: The focus population for this project are families with at least one (1) adult and one (1) child age 0-18, and under 50% AMI.
Funding Priority: Self Sufficiency With Children – Securing Our Future Initiative (SOFI)

A. Program Description:

Community Partners (AGENCY) will combine the expertise of two key programs, Supportive Housing and Prosperity Center, to deliver financial capability services to increase clients' economic mobility and alleviate their poverty rate. Emergency payments through the match savings program will be provided to clients to help stabilize them economically or prevent further economic hardship.

Adults in the household must be willing to work and if unemployed, they must be willing to participate in training courses to access employment. CPSFL will serve clients in PBC with specific concentration on Riviera Beach (33404), West Palm Beach, and specifically 33407, 33401, 33403, 33415 greater Lake Worth (33460,33461, 33462, 33463), Belle Glade/South Bay (33430/33493) and Pahokee/Canal Point (33476, 33438)

Services available to clients:

Case Management services include:

- Individualized Self-Sufficiency Plan
- 6-month plan follow up
- Program Exit
- Job Development and Placement Services
- Financial Literacy Workshops
- Linkages to community-based resources
- Wraparound supportive services
- Referral to job training

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation

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- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix, Employment Assessment and Financial Assessment upon enrollment
- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:
    - SOFI Agency Meeting (Monthly)
    - SOFI Quarterly Workgroup Meeting
- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of (unduplicated) Clients Served through FAA: 75 Clients

Continuous Quality Management (CQM)

Overview:
Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often

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difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: Housing Partnership, Inc., dba Community Partners of South Florida (Community Partners)

Program Name: Financial Capability: Building Prosperity

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Case Management and Direct Services Unit of service defined as one (1) hour of attendance per client.	$71	$209,000	$209,000	$209,000	$627,000
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$11,000	$11,000	$11,000	$33,000
Total Contract over a three (3) year period		$220,000	$220,000	$220,00	$660,000

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Actual Cost/Unit Cost expenses shall mean expenses authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 17 of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:**

Person Completing Form: _____ **Date of Report:**

Email address (*Optional*): _____ **Phone #:**

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

- *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
  - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
  - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
  - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
  - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- *Timeline to notify County – within 14 business days.*
  - ☐ Resignation/Termination of CEO, President, or CFO
  - ☐ Resignation/Termination of key funded staff
  - ☐ Program funded staff vacancy over 90 days
  - ☐ Loss of funding from another Funder that could impact services
  - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
  - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Housing Partnership, Inc. (dba Community Partners of South Florida)		Program Name	Securing our Future Initiative (SOFI)			
Name of person completing this logic model:	Abir Musallam		Email of person completing this logic model:	amusallam@cpsfl.org		Phone # of person completing this logic model:	561-841-3500 x1014

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Many families in Palm Beach County are experiencing poverty due to lack of employment or underemployment, low living wages and economic disparity. This program will work toward equipping 110 families with tools and skills over a period of two years to access full-time employment, higher wages and asset building.	Households will receive: • Case Management • Job Training and Employment Services • Financial Literacy • Self-Sufficiency Workshops • Wrap-around supportive services in combination with the other self-sufficiency services listed above	1. Clients will increase their self-sufficiency in at least (1) or more categories such as transportation, childcare, housing, employment, income, and education; including but not limited to family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments. 3. Clients will increase their household income as evidenced on the financial assessments.	1) 40% or 30 of 75 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. 2) 50% or 37 of 75 clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3) 30% or 22 of 75 clients will increase their household income by program exits as evidenced by financial assessment at program entry, Quarter 4, and at program exit.		**Output Tool:** Intake Forms, Attendance Records, Employment Records, paystubs, bank statements. **Outcome Tool:** 1) Self-sufficiency matrix 2) Employment Assessments 3) Financial Assessments	**Who does it?:** The Senior Program Coordinator oversees the program, manages staff and does quality control of data entry. SOFI Case managers enter data in CMIS. **What is the process?:** 1. 2 Full-time SOFI Case managers will collect information from clients including but not limited to: job offer letters, description of job benefits and job pay. 2. SOFI Case managers will create an action plan upon program entry and place in paper file in Salesforce. 3. SOFI Case managers will collect SSMs. SSMs are reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 4. Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to **Where is the data stored?:** Salesforce and HMIS	**Data Collection:** Data is collected and entered in Salesforce and CMIS weekly. 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. **Data Reporting:** Data is reported to PBC quarterly. **Data Reporting:** Data is reported and entered in KPI database quarterly. Data is reported to PBC quarterly.

Mission Statement:
Community Partners of South Florida changes the odds for children and families facing adversity.

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *Angela Cruz on 8/20/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

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7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

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The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based.
        - Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

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21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

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22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Housing Partnership, Inc. d/b/a Community Partners of South Florida (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Kelly Powell, CEO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 3rd day of October, 2025, by Kelly Powell.

Personally known ☒ OR produced identification ☐.

Type of identification produced N/A.

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

Notary Public State of Florida
Sheri C. Middlebrook
My Commission HH 604291
Expires 11/29/2028

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Pathways to Prosperity, Inc. dba Pathways to Prosperity (P2P)**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **27-3550271**.

WHEREAS, the AGENCY has proposed providing certain services under the Self-Sufficiency with Children (SOFI) service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide Circles Palm Beach County and Circles (SOFI) services to families with minor children of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **FOUR HUNDRED AND FIVE THOUSAND DOLLARS AND ZERO CENTS ($405,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($135,000.00) IS BUDGETED IN FISCAL YEAR FY 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($135,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners (BCC).

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of

expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.
In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify,

reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal

background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public

sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the

FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor. The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically

identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee

assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.

D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the

COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Kemberly Bush
Pathways to Prosperity, Inc. dba Pathways to Prosperity (P2P)
1105 North Federal Highway
BOYNTON BEACH, FL 33435

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as

otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.

D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical

Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216 Belle
Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS**

REGARDING THE PREMISES, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
Pathways to Prosperity, Inc. dba Pathways to Prosperity (P2P)

DocuSigned by:
BY: _____
2586D1B35C3F421...
Authorized Signature

Kemberly Bush
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signed by:
BY: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
BY: _____
F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES

SCOPE OF WORK AND SERVICES

Agency Name: Pathway to Prosperity, Inc.

Program 1 Name: Circles Palm Beach County

Location: Palm Beach County

Focus Population: Palm Beach County resident Families with children (Head of Household is the "Client") under the age of 18 who are living below 50% of the Area Median Income (AMI) with a special emphasis on families that are 30% of AMI

Service Category: Self-Sufficiency/Secure Our Future Initiative (SOFI)

A. Program Description:

Circles Palm Beach County is an initiative that creates the framework for people to build intentional relationships across economic and class lines with the goal of ending poverty in their community.

Agency will serve Palm Beach County clients giving priority to the following SOFI high priority client zip codes: 33476, 33438, 33403, 33430, 33493, 33407, 33404 and 33460.

Services available to clients:

Circles provides a comprehensive program for clients who are willing and ready to move out of poverty. Through a 12-15 week Circles Training Class, client goals and future plans are mapped out and clients are coupled with tools to secure and retain better jobs.

AGENCY shall do the following:

- Provide 15-18 weeks of Circle Leader financial literacy and employability skills training facilitated by a Circles Coach, followed by a graduation event;
- Match Circle Leaders with volunteer Allies to support Circle Leader in reaching their SMART goals;
- Post-graduation, biweekly Community Meetings ongoing for up to 36 months of program participation;
- Provide self-sufficiency workshops related to first-time homebuying, savings, credit repair, starting a business, etc.;

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- Provide and/or refer clients for Emergency Assistance (as needed) with rent, utilities, etc.
- Provide dinner for Circle Leaders
- Provide Incentive-based Gift Cards to Clients
- Provide post-graduation Case Management

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix and Financial Assessment upon enrollment
- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:
    - SOFI Agency Meeting (Monthly)
    - SOFI Quarterly Workgroup Meeting
- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

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- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 33

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in

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the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Agency Name: Pathway to Prosperity, Inc.

Program 2 Name: Circles Palm Beach County Self-Sufficiency

Location: Palm Beach County

Focus Population: Palm Beach County Self Sufficiency Households (without children) who are living below 50% of the Area Median Income (AMI) with a special emphasis on families that are 30% of AMI

Service Category: Self-Sufficiency

A. Program Description:

Circles Palm Beach County is an initiative that creates the framework for people to build intentional relationships across economic and class lines with the goal of ending poverty in their community.

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Agency will serve Palm Beach County low income individuals/households without children giving priority to the following high priority client zip codes: 33476, 33438, 33403, 33430, 33493, 33407, 33404 and 33460.

Services available to clients:

Circles provides a comprehensive program for clients who are willing and ready to move out of poverty. Through a 12-15 week Circles Training Class, client goals and future plans are mapped out and clients are coupled with tools to secure and retain better jobs.

AGENCY shall do the following:

- Provide 15-18 weeks of Circle Leader financial literacy and
- employability skills training facilitated by a Circles Coach, followed by a
- graduation event
- Match Circle Leaders with volunteer Allies to support Circle Leader in
- reaching their SMART goals
- Post-graduation, biweekly Community Meetings ongoing for up to 36
- months of program participation
- Provide self-sufficiency workshops related to first-time homebuying,
- savings, credit repair, starting a business, etc.
- Provide and/or refer clients for Emergency Assistance (as needed) wth rent, utilities, etc.
- Provide dinner for Circle Leaders weekly prior to Circles meetings
- Provide ongoing case management and wrap-around supports

Requirements:

- Check OSCARSS when determining eligibility
- Household earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County
- Has at least one child under the age of 18 in the household
- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix, Employment Assessment and Financial Assessment upon enrollment

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- Agencies providing rental assistance, utilities, childcare, or other supportive services under the Economic Family Support Services program are required to process all payment/reimbursement for SOFI-eligible clients through OSCARSS.
- Attend coordination meetings:
    - SOFI Agency Meeting (Monthly)
    - SOFI Quarterly Workgroup Meeting
- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Participate in SOFI orientations and recruitment activities
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Participate in quarterly activities for SOFI families (Operation Santa, BBQs, etc.)

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 12

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes

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through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: Pathway to Prosperity, Inc.
Program Name 1: Circles Palm Beach County
Program name 2: Circles Sofi

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Circles Palm Beach County: Unit of service one (1) session of attendance in Circle Orientation or Circle Leaders Training Classes **Circles Palm Beach County:** Unit is defined as one (1) hour of post-graduation Case Management - Coaches will provide 1:1 Case Management sessions with clients	$203 $58	$42,750	$42,750	$42,750	$128,250
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$2,250	$2,250	$2,250	$10,500
Program 1 Total Amount		**$45,000**	**$45,000**	**$45,000**	**$135,000**
Circles Sofi Palm Beach County: Unit of service one (1) session of attendance in Circle Orientation or Circle Leaders Training Classes **Circles Sofi Palm Beach County:** Unit is defined as one (1) hour of post-graduation Case Management - Coaches will provide 1:1 Case Management sessions with clients	$203 $58	$85,500	$85,500	$85,500	$256,500
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$4,500	$4,500	$4,500	$13,500

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Program 2 Total Amount		$90,000	90,000	90,000	**$270,000**
Total Contract over a three (3) year period		**$135,000**	**$135,000**	**$135,000**	**$405,000**

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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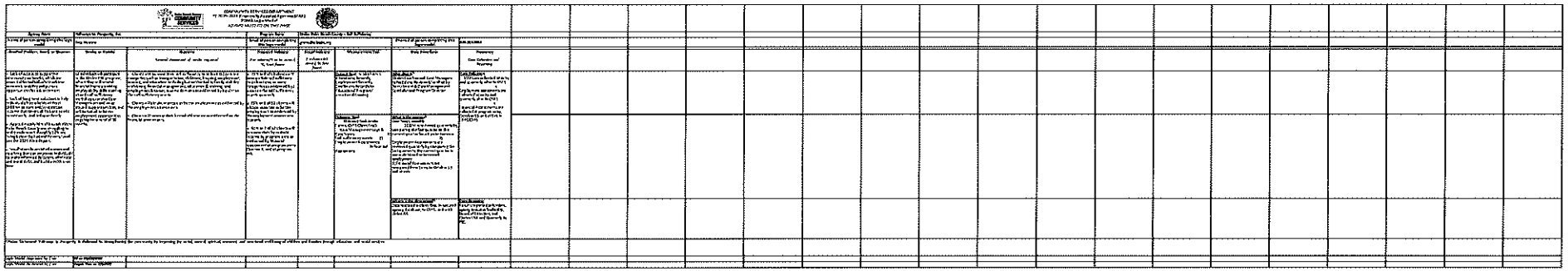
EXHIBIT G



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Directions

Step 0	Please complete your **Agency Name, Program Name**, and the **Name, Email Address**, and **Phone Number** of the person completing this logic model.
Step 1	In column A, select your **Identified Problem, Need, or Situation** from the dropdown menu.
Step 2	In column C, select your **Outcome** statement from the dropdown menu.
Step 3	In column B, list your **Services** using the following format: XX # of clients will receive XX services within the fiscal year
Step 4	In column D, copy your selected Outcome Statement from column C, paste into the **Projected Indicator** field, and insert your proposed outcome numbers. For example: "XX out of XX individuals/households or XX% will *[Outcome Statement from column C]* within the fiscal year".
Step 5	In column F, enter your **Output Tools**. **Output Tools** are tools that measure the services from column B. For example: Sign-in sheets, case notes, receipts from utility companies, completed IEP/ISP plan, etc.
Step 6	In column F, enter your **Outcome Tools**. **Outcome Tools** are tools that measure the outcome. For example: Pre and post Self-Sufficiency Matrix, receipts of paid utilities, employment assessments, IEP/ISP achievement indicator, listing of services provided (specific to proxy outcomes only), etc.
Step 7	In column G, under **Who Does It?**, indicate the responsible party for collecting and storing the data for outcome and output tools as well as results.
Step 8	In column G, under **What Is The Process?**, clearly outline how the data for outcome and output tools, as well as results, are collected. This includes your process for receiving the information from the client.
Step 9	In column G, under **Where Is The Data Stored?**, clearly outline where the information is stored. This includes paper files (if applicable), ClientTrack (required), and any other databases utilized. Indicate how these databases and paper files are secured.
Step 10	In column H, under **Data Collection**, indicate how frequently the information is collected. For example: "The pre-assessment is completed upon entry into the program, and 3-4 months later, a follow-up assessment is completed".
Step 11	In column H, under **Data Reporting**, clearly indicate the frequency of reporting and who the information is reported to. This includes the required quarterly FAA reports. For example: "Data and results are reported to FAA staff quarterly. Data and results are also reported to agency leadership team monthly".
Step 12	On an annual basis, complete column E - **Actual Indicator** by copying and pasting the information from column D and replacing your projected numbers with your actual numbers. For example: "8 out of 10 individuals/households or 80% have *increased or maintained their self-sufficiency* within the fiscal year".
For additional assistance, please refer to the **ROMA Logic Model Navigation Guide** document.	

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COMMUNITY SERVICES DEPARTMENT
FY 2025-2028 Financially Assisted Agencies
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Pathways to Prosperity, Inc.		Program Name	Circles Palm Beach County -SOFI			
Name of person completing this logic model:	Deja Hasness		Email of person completing this logic model:	grants@p2pplc.org		Phone # of person completing this logic model:	346-218-3844
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
• Lack of access to supportive community networks, which are essential for individuals to achieve economic stability and pursue opportunities for advancement. • lack of long-term solutions to help individuals/households without children to earn and/or maintain income that covers all its basic needs consistently, and independently. • Approximately 46% of households in Palm Beach County are struggling to make ends meet, Roughly 12% are living below the Federal Poverty Level per the 2024 Alice Report. • Insufficient financial education and coaching that can empower individuals to make informed decisions, eliminate and avoid debt, and build wealth over time.	33 families will participate in the Circles PBC program, where they will receive financial literacy training, employability skills training, attend self-sufficiency workshops, receive Case Management and wrap-around support services, and will be linked to better employment opportunities ongoing for a total of 36 months.	1. Clients will increase their self-sufficiency in at least (1) or more categories such as transportation, childcare, housing, employment, income, and education; including but not limited to family stability, well-being, financial management, education & training, and employment & career, income domains as evidenced by 1 point on the self-sufficiency matrix. 2. Clients will obtain, maintain or better employment as evidenced by the employment assessments. 3. Clients will increase their household income as evidenced on the financial assessments.	1) 75% or 24 of 33 clients will increase their self-sufficiency in at least one or more categories as evidenced by 1 point on the self-sufficiency matrix quarterly. 2) 75% or 24 of 33 clients will obtain, maintain or better employment as evidenced by the employment assessments quarterly. 3) 65% or 21 of 33 clients will increase their household income by program exits as evidenced by financial assessment at program entry, Quarter 4, and at program exit.		**Output Tool:** Intake Forms, Attendance Records, Employment Records, Enrollment Records for Educational Program/ Vocational Training **Outcome Tool:** Intake Forms, CMIS Client Track Case Management Logs & Case Notes 1) Self-sufficiency matrix 2) Employment Assessments 3) Financial Assessments	**Who does it?:** Circles Coaches and Case Managers collect data. Reviewed/verified by Recruitment & Data Management Specialist and Program Director. **What is the process?:** Case Notes bi-weekly. 1) SSM is reviewed quarterly by comparing the last quarter to the current quarter for a 1 point increase. 2) Employment Assessments are reviewed quarterly by comparing the last quarter to the current quarter to see maintained or increased employment 3) Financial Assessments are compared from Entry to October 15 and at exit **Where is the data stored?:** Data is stored in client files, in secured agency database, in CMIS, and with CirclesUSA.	**Data Collection:** 1. SSMs are collected at entry and quarterly after in CMIS 2. Employment assessments are collected at entry and quarterly after in CMIS 3. Financial Assessments are collected at program entry, October 15 and at Exit in HMIS/CMIS. **Data Reporting:** Results reported to funders, agency executive leadership, Board of Directors, CirclesUSA and Quarterly to PBC.
Mission Statement: Pathways to Prosperity is dedicated to strengthening the community by improving the social, mental, spiritual, economic and emotional well-being of children and families through education and social services.							

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *Angela Cruz on 6/17/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

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and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Pathways to Prosperity, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Kemberly C. Bush
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 2nd day of June, 2025, by Kemberly C. Bush

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

IOLA RITA SIMMONS
NOTARY PUBLIC
MY COMMISSION EXPIRES 8-11-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 581069

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **THE ARC OF PALM BEACH COUNTY, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-0883386**.

WHEREAS, the AGENCY has proposed providing certain services under the Intellectual Developmental Disabilities service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide Adult Day Training Program, Senior in Transition & Retirement Services, (STARS), Supported Employment Program, Supported Living Program, and Technology Training Program services to residents with intellectual/developmental disabilities (IDD) of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT**

A, EXHIBIT B, EXHIBIT G, and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE MILLION FIFTY-EIGHT THOUSAND, TWO HUNDRED AND EIGHTY-SEVEN DOLLARS AND ZERO CENTS ($3,058,287) OVER A THREE-YEAR PERIOD, OF WHICH ONE MILLION AND NINETEEN THOUSAND, FOUR HUNDRED AND TWENTY-NINE DOLLARS AND ZERO CENTS ($1,019,429) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE MILLION AND NINETEEN THOUSAND, FOUR HUNDRED AND TWENTY-NINE DOLLARS AND ZERO CENTS ($1,019,429) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners (BCC).

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the

need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit

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of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners

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c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a

Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will

comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards

within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

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ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Pamela Payne, CEO
THE ARC OF PALM BEACH COUNTY, INC.
1201 AUSTRALIAN AVE
Riviera Beach, FL 33404

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
THE ARC OF PALM BEACH COUNTY, INC.

BY: Signed by: Pamela Payne D1E19A223C074E8...
Authorized Signature

Pamela Payne
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EE4B6BAAE5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	The Arc of Palm Beach County, Inc.
Program 1 Name:	Adult Day Training
Location:	Palm Beach County-County Wide
Focus Population:	Adults 18 or over living in Palm Beach County diagnosed with intellectual development disabilities (Clients)
Service Category:	Intellectual/Developmental Disabilities (IDD)

A. Program Description:

The Adult Education Program provides day training activities for adults with Intellectual/Developmental Disabilities including independent living skills training, job readiness, career exploration, and technical training, opportunities for production center jobs, community engagement, volunteerism, and artisan enrichment, and transportation services.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

Clients entering the Adult Education Program will receive and complete a comprehensive intake assessment. One or more of the following services may be provided based on each Individual Support Plan (ISP) coordinate services across multiple system of care.

- Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability;
- Conduct initial intake assessment;
- Create an ISP for each program participant, outlining services and goals;
- Based on the ISP, provide functional independent living skills training, career exploration, and technical training, opportunities for production center jobs, community engagement, community outings, and artisan enrichment;
- Provide special supports services;
- Provide healthy meals; and
- Offer referrals for support services, as needed

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida,

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Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely

- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 190

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

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Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent. The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Program 2 Name: STARS (Seniors in Transition & Retirement Services) Program
Location: Palm Beach County-County Wide
Focus Population: Adults ages 45 and older, living in Palm Beach County who are no longer able to work with diagnosed with intellectual development disabilities, may have complex medical needs related to aging, and in need of retirement services (Clients)
Service Category: Intellectual/Developmental Disabilities (IDD)

Overview:

The STARS Program will provide Clients with IDD with vibrant programming and services designed to keep them active, connected to their social network, independent, and out of institutionalized care. Services include healthy meals, exercise opportunities, art classes, community outings, and other specialized supports, such as personal care and mobility assistance, to address individual needs. In addition to IDD, the STARS Program may provide services Clients that can no longer sustain and work schedule due to maladies associated with the aging process, such as dementia, Alzheimer's and arthritis.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been

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documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

The following services may be provided based on each Individual Support Plan (ISP) coordinate services across multiple system of care and provide services as follows:

- Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability;
- Conduct initial intake assessment;
- Create an Individualized Support Plan (ISP) for each program participant, outlining services and goals;
- Make specialized retirement services available to the clients based on the ISP, including art classes, community outings, nutrition classes, healthy congregate meals, current event discussions, group and individual exercise activities, person care supports, mobility assistance, etc., as indicated per each participant's IP;
- Provide healthy meals;
- Provide special support services; and
- Offer referrals for support services, as needed

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

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Number of Unduplicated Clients Served through this program: 35

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent. The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

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COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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Program 3 Name: Supported Employment Program
Location: Palm Beach County-County Wide
Focus Population: Adults 18 or over living in Palm Beach County diagnosed with intellectual development disabilities (Clients)
Funding Priority: Intellectual/Developmental Disabilities (IDD)

Overview:

The Supported Employment Program will assist adults with intellectual development disabilities (IDD) in obtaining and maintaining employment to help participants increase their independence, community inclusion, and financial stability. Supports include employment skills training, job placement services, on-the-job coaching, job options through the agency's Collective Employment program, community-based work supports.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

The Supported Employment Program will offer a comprehensive array of services using and individualized goal-based approach for each client to provide the following services:

- Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability;
- Conduct initial intake assessment;
- Create an Individualized Plan (IP) for each eligible program participant, outlining services and goals;
- Provide one or more of the following: employment skills training, job placement services, on-the-job coaching, employment opportunities through the agency's Collective Employment program, internship opportunities, community-based vocational supports, and transportation services, as indicated per each participant's IP;
- Collaborate with employment partners to ensure appropriate accommodations, navigate barriers, and promote inclusion; and
- Offer referrals for support services, as needed

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Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 60

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

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Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent. The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Program 4 Name:	Supported Living Program
Location:	Palm Beach County-County Wide
Focus Population:	Adults 18 or over living in Palm Beach County diagnosed with intellectual development disabilities (Clients)
Funding Priority:	Intellectual/Developmental Disabilities (IDD)

Overview:

The Supported Living Program provides the training and support needed for individuals with intellectual development disabilities to successfully live independently in the community. Supports ensure that participants' medical, financial, and social needs are met so that they may obtain and maintain independent community-based residency.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services

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will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

Clients participating in the Supported Living Program will have a complete comprehensive intake assessment and based on each client's individualized support plan coordinate services across multiple system of care and to provide the following services prior to independent living and while independent living:

- Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability;
- Conduct initial intake assessment and 90-day assessment;
- Create an Individualized Plan (IP) for each eligible program participant, outlining services and goals;
- Based on the IP, provide one or more of the following Supported Living services, including budgeting, banking, benefits management, health insurance, tax preparation, healthy menu preparation, hygiene, using public transportation, accessing recreational resources, etc., to help clients maintain a healthy and safe lifestyleProvide 24/7 on-call support via Supported Living Coaches;
- Maintain relationships with clients' medical providers to ensure medical needs are met and ongoing preventative care is established, when possible; and
- Offer referrals for support services, as needed

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic**

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Model.

Number of Unduplicated Clients Served through this program: 20

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent. The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

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AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

****

Program 5 Name: Technology Training Program
Location: Palm Beach County-County Wide
Focus Population: Adults 18 or over living in Palm Beach County diagnosed with intellectual development disabilities (Clients)
Funding Priority: Intellectual/Developmental Disabilities (IDD)

Overview:

The Technology Training Program will provide high-quality, self-paced training in basic technology skills to improve computer literacy and marketable skills that help clients increase financial stability and independence through employment.
Training also serves to advance skills that help clients connect and engage with family and social groups, stay up to date on current events, access community resources, and exercise their right to learn.

Technology training services include keyboarding, MS Office Suite, resume preparation, coding, safe navigation of social media, websites, email and video conferencing, using tablets and smart phones, gaming or other technological assistive devices.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services available to clients:

Clients participating in the Technology Training Program will have a complete comprehensive intake assessment and based on each client's IP to provide one or more of the following self-paced services:

- Conduct initial intake assessment;
- Create an Implementation Plan (IP) for each program participant, outlining services and goals;
- Provide technology training services, including keyboarding, MS Office Suite, resume preparation, coding safe navigation of social media websites, email and video conferencing, using tablets and smart phones, gaming, etc., as indicated per each

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participant's IP; and
- Resume preparation
- Email and Video conferencing
- Tablet and Smart Phone training
- Other support services, as needed

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 50 clients

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

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When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent. The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE
UNITS OF SERVICE RATE AND DEFINITION

Agency: The Arc of Palm Beach County, Inc.
Program 1: Adult Education Program and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Day Training Unit of service defined as one day of direct Adult Education Program services per Client	$34.79	$517,207.55	$517,207.55	$517,207.55	$1,551,622.65
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$27,221.45	$27,221.45	$27,221.45	$81,664.35
Total Program 1 over a three (3) year period		$544,429	$544,429	$544,429	$1,633,287

Program 2: STARS (Seniors in Transition & Retirement Services) and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Socialization and Engagement Activities A unit of service is defined as 1 day of direct STARS programming per Client	$53.91	$204,250	$204,250	$204,250	$612,750
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$10,750	$10,750	$10,750	$32,250
Total Program 2 over a three (3) year period		$215,000	$215,000	$215,000	$645,000

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Program 3: Supported Employment Program and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Supported Employment Services Unit of service defined as the provision of 1 hour of direct supported employment services per Client	$42.44	$104,500	$104,500	$104,500	$313,500
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services	$35	$5,500	$5,500	$5,500	$16,500
Total Program 3 over a three (3) year period		$110,000	$110,000	$110,000	$330,000

Program 4: Supported Living Program and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Independent Daily Living Skills and Health Life Skills Unit of service defined as the provision of 1 hour of direct supported living services per Client	$36.60	$71,250	$71,250	$71,250	$213,750
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services	$35	$3,750	$3,750	$3,750	$11,250
Total Program 4 over a three (3) year period		$75,000	$75,000	$75,000	$225,000

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Program 5: Technology Training Program and Continuous Quality Management (CQM)

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
Service: Technology Skills and Training Unit of service defined as one day of attendance per client in direct technology instruction services	$25.00	$71,250	$71,250	$71,250	$213,750
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services	$35	$3,750	$3,750	$3,750	$11,250
Total Program 5 over a three (3) year period		$75,000	$75,000	$75,000	$225,000
Total Contract over a three (3) year period		$1,019,429	$1,019,429	$1,019,429	$3,058,287

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**The Arc of Palm Beach County, Inc.**		**Program Name**	**The Supported Employment Program**			
Name of person completing this logic model:	**Ruth Acosta-Flores**		**Email of person completing this logic model:**	racosta@arcpbc.org		**Phone # of person completing this logic model:**	**561.842.3489**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals lack the skills to increase their stability Many adults with intellectual and developmental disabilities (IDD) age out of the school system without acquiring the necessary skills for independent living or meaningful employment. Without targeted support, these individuals face significant barriers to achieving success in the workplace. There is a critical need for individualized, goal-based services—such as those provided through Supported Employment programs—to bridge this gap and facilitate a successful transition from school to community-based employment and independent living.	60 individuals will receive Supported Employment Services as indicated on their IP within the fiscal year. * Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability * Conduct initial intake assessments * Create an Implementation Plan (IP) for each program participant, outlining services and goals * Provide employment skills training, job placement services, on-the-job coaching, employment opportunities through the agency's Collective Employment program, internship opportunities, community-based vocational supports, and transportation services, as indicated per each participant's IP * Collaborate with employment partners to ensure appropriate accommodations, navigate barriers, and promote inclusion * Offer referrals for support services, as needed	Outcome 1: Individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year. Outcome 2: Individuals will maintain or increase their self-sufficiency in one (1) or more categories such as transportation, childcare, housing, employment, income, and education, as measured on the self-sufficiency matrix	Indicator 1: 85% or 51 of 60 individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year. Indicator 2: 85% or 51 of 60 individuals will maintain or increase their self-sufficiency in one (1) or more categories such as transportation, childcare, housing, employment, income, and education, as measured on the self-sufficiency matrix		<u>Output Tool</u>: Intake assessments, Implementation Plan (IP), comprised of an Annual Update and Person Centered Plan, IP plans, sign-in sheets, data collection sheets, quarterly reports <u>Outcome Tool</u>: IP achievement indicators and services provided, wherein, specific service is recorded into HMIS so that it will appear on the Service report. Self Sufficiency Matrix - scores to be used to measure the outcome, and upload the scores in HMIS.	<u>Who does it?</u>: Employment Specialists with oversight from the Director of Employment Services <u>What is the process?</u>: Complete assessments, establish goals, track services on data collection sheets, review IP goal achievement, compile monthly data into quarterly reports <u>Where is the data stored?</u>: Each client has a paper file stored in a central location. Program data with client demographics, services and achievement indicators is entered and stored in the HMIS.	<u>Data Collection</u>: Initial assessments, including the Self-Sufficiency Matrix, are completed upon entry into the program. Plans are developed within 30 days of admission into the program. Data on services and goal achievement is collected during each Supported Employment session, compiled monthly, and reported on quarterly. Individual IPs and goals are reviewed on at least an annual basis. Client demographic information and service data is inputted into HMIS. <u>Data Reporting</u>: Data is reported monthly to the program supervisor. Program outcomes and results are reported quarterly to FAA. Results from the Self Sufficiency matrix are also reported quarterly.

Mission Statement:
The Arc of Palm Beach County's mission is to change the conversation around disabilities by defying definitions, inspiring possibilities, and improving the lives of the people we serve, their families, and our community.

Logic Model Approved by / on: *Dr. Poulomy Chakraborty on 6/18/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enolse on 06/23/2025*

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**The Arc of Palm Beach County, Inc.**		**Program Name**	**Adult Day Training**			
Name of person completing this logic model:	**Ruth Acosta Flores**		**Email of person completing this logic model:**	racosta@arcpbc.org		**Phone # of person completing this logic model:**	**561-842-3213 ext. 524**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals lack the skills to increase their stability. In Palm Beach County, 45% of applicants for the Medicaid Waiver—an essential source of life and vocational services for adults with intellectual and developmental disabilities (IDD)—are placed on an indefinite waitlist. As a result, many adults with IDD, including approximately 95% of our program participants, face significant barriers to accessing critical supports that promote their independence and well-being. This unmet need highlights the importance of programs like Adult Day Training, which provide life, social, and employment skills training; cultural enrichment; community engagement; career exploration; and self-advocacy development to foster greater self-sufficiency among adults with IDD.	190 individuals will receive Adult Education services as indicated on their IP within the fiscal year. One or more of the following services may be provided based on each implementation Plan (IP) coordinate services across multiple systems of care and provide services as follows: * Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability * Conduct initial intake assessments * Create an IP for each program participant, outlining services and goals * Provide functional independent living skills training, career exploration, and technical training, opportunities for production center jobs, community engagement, community outings, and artisan enrichment. * Provide special supports services * Provide healthy meals * Offer referrals for support services, as needed	Individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.	95% or 162 of 190 of individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.		Output Tool: Intake assessments, Individualized Support Plan Implementation Plan (IP), comprised of an annual review and/or a Person-Centered Support Plan, sign-in sheets, data collection sheets, quarterly reports Outcome Tool: ISP achievement indicators and services provided wherein, specific services is recorded into HMIS so that it will appear on the Service report.	Who does it?: Direct care team members (instructors, art teachers, and job coaches) with oversight from the Directors of Adult Day Training. What is the process?: Complete assessment, establish goals, track services on data collection sheets during class, review ISP goal achievement, compile monthly data into quarterly reports Where is the data stored?: Each client has a paper file stored in a central location. Program data, with client demographics, services and achievement indicators is entered and stored in the HMIS.	Data Collection: Initial assessments are completed upon entry into the program. Plans are developed within 30 days of admission into the program. Data on services and goal achievement is collected daily, compiled monthly, and reported on quarterly. IP and goals are reviewed on at least an annual basis. Client demographic information and service data is inputted into HMIS. Data Reporting: Data is reported monthly to the program supervisor. Program outcomes and results are reported quarterly to FAA.

Mission Statement:
The Arc of Palm Beach County's mission is to change the conversation around disabilities by defying definitions, inspiring possibilities, and improving the lives of the people we serve, their families, and our community.

Logic Model Approved by / on: *Dr. Pavlomy Chakraborty on 7/16/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enobe on 07/16/2025*

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EXHIBIT G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**The Arc of Palm Beach County, Inc.**		**Program Name**	**Supported Living Program**			
Name of person completing this logic model:	**Ruth Acosta-Flores**		**Email of person completing this logic model:**	racosta@arcpbc.org		**Phone # of person completing this logic model:**	**(561) 842-3489**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals lack the skills to increase their stability Adults with intellectual and developmental disabilities (IDD) who wish to live independently often face significant challenges in securing and sustaining community-based housing, particularly when transitioning out of institutional settings or family homes where aging caregivers can no longer provide support. Many also experience co-occurring physical or mental health conditions, further complicating their ability to live independently. Without access to comprehensive housing and life supports, these individuals are at increased risk of institutionalization. There is a critical need for programs like Supported Living that provide the necessary services to help individuals with IDD thrive in independent, community-based settings.	20 individuals will receive Supported Living services as indicated on their IP within the fiscal year. * Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability * Conduct initial intake assessment and 90-day assessment * Create an Implementation Plan (IP) for each program participant, outlining services and goals * Provide Supported Living services, including budgeting, banking, benefits management, health insurance, tax preparation, healthy menu preparation, hygiene, using public transportation, accessing recreational resources, etc., to help clients maintain a healthy and safe lifestyle, as indicated per each participant's ISP * Provide 24/7 on-call support via Supported Living Coaches * Maintain relationships with clients' medical providers to ensure medical needs are met and ongoing preventative care is established, when possible * Offer referrals for support services, as needed	Individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.	90% or 18 of 20 individuals will achieve at least two (2) objectives on the individualized Implementation Plan within the fiscal year.		<u>Output Tool</u>: Intake and 90-day assessments that gathers baseline data on daily living skills and the client's current situation, including finances and budgeting, IP plans, data collection sheets, quarterly reports <u>Outcome Tool</u>: IP achievement indicators and services provided wherein, specific service is recorded into HMIS so that it will appear on the Service report.	<u>Who does it?</u>: Supported Living Coaches with oversight from the Assistant Director of Residential Services, and Supported Living Manager. <u>What is the process?</u>: Complete assessments, establish goals, track services on data collection sheets, review IP goal achievement, compile monthly data into quarterly reports <u>Where is the data stored?</u>: Each client has a paper file stored in a central location. Program data with client demographics, services and achievement indicators is entered and stored in the HMIS.	<u>Data Collection</u>: Initial assessments are completed upon entry into the program. A 90-day assessment of the clients' current situation determines if a candidate is a good fit. Data on services and goal achievement is collected daily, compiled monthly, and reported on quarterly. Individual ISPs and goals are reviewed on at least an annual basis. Client demographic information and service data is inputted into HMIS. <u>Data Reporting</u>: Data is reported monthly to the program supervisor. Program outcomes and results are reported quarterly to FAA.
Mission Statement: **The Arc of Palm Beach County's mission is to change the conversation around disabilities by defying definitions, inspiring possibilities, and improving the lives of the people we serve, their families, and our community.**							

Logic Model Approved by / on: *Dr. Poulomy Chakrabarty on 6/18/2025*

Logic Model Reviewed by / on: *Dr. Joanna Reid Enslee on 06/23/2025*

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**The Arc of Palm Beach County, Inc.**	**Program Name**	**The STARS (Seniors In Transition & Retirement Services) Program**
Name of person completing this logic model:	**Ruth Acosta Flores**	**Email of person completing this logic model:**	racosta@arcpbc.org
Phone # of person completing this logic model:	**(561) 842-3213**		

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Individuals lack the skills to increase their stability A growing number of adults with intellectual and developmental disabilities (IDD) in our county are unable to maintain regular work schedules due to age-related health conditions such as dementia, Alzheimer's, and arthritis. While approximately 95% of program participants rely on MedWaiver to access essential daily living services, 45% of local applicants remain on an indefinite waitlist due to insufficient funding, leaving their critical care needs unmet.	35 individuals will be engaged through the STARS Program as indicated on their IP within the fiscal year. * Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability * Conduct initial intake assessments * Create an implementation Plan (IP) for each program participant, outlining services and goals * Provide specialized retirement services, including art classes, community outings, nutrition classes, healthy congregate meals, current events discussions, group and individual exercise activities, personal care supports, mobility assistance, etc., as indicated per each participant's IP * Provide healthy meals * Provide special supports services * Offer referrals for support services, as needed	Individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.	85% or 30 of 35 individuals will achieve at least two (2) objectives on the Individualized Implementation Plan within the fiscal year.		<u>Output Tool</u>: Intake assessments, Implementation Plan (IP), Person-Centered Support Plan, sign-in sheets, data collection sheets, quarterly reports. <u>Outcome Tool</u>: ISP achievement indicators and services provided, wherein, specific service is recorded into HMIS so that it will appear on the Service report.	<u>Who does it?</u>: The Lead Client Specialist with oversight from the Director of Adult Training Services - South Campus <u>What is the process?</u>: Complete assessment, establish goals, track services on data collection sheets, review ISP goal achievement, compile monthly data into quarterly reports <u>Where is the data stored?</u>: Each client has a paper file stored in a central location. Program data is entered and stored in the HMIS.	<u>Data Collection</u>: Initial assessments are completed upon entry into the program. Plans are developed within 30 days of admission into the program. Data on services and goal achievement is collected daily, compiled monthly, and reported on quarterly. Individual ISPs and goals are reviewed on at least an annual basis. Client demographic information and service data is inputted into HMIS. <u>Data Reporting</u>: Data is reported monthly to the program supervisor. Program outcomes and results are reported quarterly to the FAA.

Mission Statement:
The Arc of Palm Beach County's mission is to change the conversation around disabilities by defying definitions, inspiring possibilities, and improving the lives of the people we serve, their families, and our community.

Logic Model Approved by / on: *Dr. Pouhomy Chakraborty on 6/18/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enoise on 06/23/2025*

EXHIBIT G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	The Arc of Palm Beach County, Inc.		Program Name	Technology Training Program			
Name of person completing this logic model:	Ruth Acosta-Flores		Email of person completing this logic model:	racosta@arcpbc.org		Phone # of person completing this logic model:	561.842.3489
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals lack the skills to increase their stability. Adults with intellectual and developmental disabilities (IDD) in Palm Beach County face significant barriers to independence and self-sufficiency due to limited access to technology literacy training. Although about 95% of these individuals rely on Medicaid Waiver services for essential life and vocational support, 45% remain on an indefinite waitlist due to funding constraints. Without foundational technology skills—such as using MS Office, navigating government benefits sites, or engaging safely on social media—these adults are at a disadvantage in accessing opportunities for employment, communication, and everyday tasks essential for independent living.	50 individuals will receive Technology Training services as indicated on their IP within the fiscal year. * Determine program eligibility based on participant's diagnosis of an intellectual or developmental disability * Conduct initial intake assessments * Create an Implementation Plan (IP) for each program participant, outlining services and goals * Provide technology training services, including keyboarding, MS Office Suite, resume preparation, coding, safe navigation of social media, websites, email and video conferencing, using tablets and smart phones, gaming, etc., as indicated per each participant's IP * Offer referrals for support services, as needed	Individuals will achieve at least two (2) objectives on the individualized Implementation Plan within the fiscal year.	85% of 43 of 50 individuals will achieve at least two (2) objectives on the individualized Implementation Plan within the fiscal year.		Output Tool: Intake and skills assessments, Implementation Plan (IP), comprising an Annual Update and Person Centered Plan, sign-in sheets, data collection sheets, quarterly reports Outcome Tool: IP achievment indicators and services provided, wherein, specific service is recorded into HMIS so that it will appear on the Service report.	Who does it?: The Specialized Skills Instructor with oversight from the Senior Director of Adult Enrichment Services. What is the process?: Complete assessments, establish goals, track services on data collection sheets during class, review IP goal achievement, compile monthly data into quarterly reports. Where is the data stored?: Each client has a paper file stored in a central location. Program data, with client demographics, services and achievement indicators is entered and stored in the HMIS.	Data Collection: Initial assessments are completed upon entry into the program. Plans are developed within 30 days of admission into the program. Data on services and goal achievement is collected daily, compiled monthly, and reported on quarterly. Individual IPs and goals are reviewed on at least an annual basis. Client demographic information and service data is inputted into HMIS. Data Reporting: Data is reported monthly to the program supervisor. Program outcomes and results are reported quarterly to the FAA.
Mission Statement: The Arc of Palm Beach County's mission is to change the conversation around disabilities by defying definitions, inspiring possibilities, and improving the lives of the people we serve, their families, and our community.							

Logic Model Approved by / on: *Dr. Poulomy Chakraborty on 6/18/2025*
Logic Model Reviewed by / on: *Dr. Joanna Reid Enoise on 06/23/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the

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EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

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as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

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14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

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h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

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Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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EXHIBIT I

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

EXHIBIT M

I, the undersigned, am an officer or representative of The Arc of Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Pamela Payne
(Signature of Officer or Representative)

Pamela Payne
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 10th day of June, 2025, by PAMELA PAYNE.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC (Signature)
My Commission Expires: 7/28/2028
State of Florida at large

YVONNE G ROLLINS
Notary Public - State of Florida
Commission # HH 575953
My Comm. Expires Jul 28, 2028
Bonded through National Notary Assn.

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **THE ARC OF THE GLADES, INC**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1760374**.

WHEREAS, the AGENCY has proposed providing certain services under the Intellectual Developmental Disabilities service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide Developmental Disabilities System of Care services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL.** The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS.** No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **SIX HUNDRED AND TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS ($624,000.00) OVER A THREE-YEAR PERIOD, OF WHICH TWO HUNDRED AND EIGHT THOUSAND DOLLARS AND ZERO CENTS ($208,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED AND EIGHT THOUSAND DOLLARS AND ZERO CENTS ($208,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners (BCC).

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the

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State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment

tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Debbie Lee-Thomasset, Executive Director
THE ARC OF THE GLADES, INC
4250 N.W. 16TH ST.
BELLE GLADE, FL 33430

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
THE ARC OF THE GLADES, INC

BY: DocuSigned by: Debbie Gibson Lee - Thomasset
D0E0E4378D65411...
Authorized Signature

Debbie Gibson Lee - Thomasset
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green
F84BD58B0CEE433...
Department Director

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FY 2026 -2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	The Arc of The Glades, Inc.
Program Name:	Developmental Disabilities System of Care
Location:	Western Palm Beach County
Focus Population:	Adults, 22 and older, living in Western Palm Beach County diagnosed with Intellectual and Developmental Disabilities (Client)
Service Category:	Intellectual and Developmental Disabilities

A. Program Description:

The program promotes self-reliance and independence. Our system of care is a continuum of services that moves the individual from core life skills to the more complex skill sets required for competent community involvement. The continuum of services begins with fundamental skill development and potentially culminates in employment and independent living.

An Intellectual and Developmental Disabilities is defined as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely. Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Services

The AGENCY will provide:

- Adult Day Training – Life skills, daily living skills, safety skills, computer skills, money skills, employment skills and more.
- Community Inclusion – putting learned skills to use in the community
- Employment Simulation – learning employment skills while volunteering at local nonprofits
- Supported Employment – support to obtain/maintain a community job
- Supported Living – support to live independently
- Transportation – Transportation to and from home to the program

Requirements:

- The FAA program defines an intellectual/developmental disability as a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests

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before the age of 22 or has been documented as an established condition by a medical professional after the age of 22 and that constitutes a substantial impact that can reasonably be expected to continue indefinitely

- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete Individualized Education Program (IEP) or an Individual Service plan
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities.

Agency will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 42

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in

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the workflow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

CQM Program Requirements:

AGENCY agrees to implement a CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: The Arc of The Glades, Inc.
Program Name: Adult Developmental Services System of Care

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: Adult Developmental Services System of Care Unit of service defined as one (1) hour of staff time in direct client services.	$40	$197,600	$197,600	$197,600	$595,800
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$10,400	$10,400	$10,400	$31,200
Total Contract over a three (3) year period		$208,000	$208,000	$208,000	$624,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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EXHIBIT G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	The Arc of The Glades, Inc.		Program Name	Developmental Services System of Care				
Name of person completing this logic model:	Debbie Lee-Thomanet		Email of person completing this logic model:	dlee@arcglades.org			Phone # of person completing this logic model:	561-995-9585 x11
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals lack the skills to increase their stability. Residents with intellectual and developmental disabilities (IDD) in the Glades area face significant barriers to achieving their full potential due to the region's rural nature and the lack of accessible training, services, and support. Opportunities to live, work, and participate fully in community life are severely limited. The Arc of The Glades is the only comprehensive provider addressing these challenges, and while it has demonstrated positive outcomes through its programs, the unmet needs remain substantial due to the scarcity of resources and alternatives in the region.	Provide training and supports to help 42 individuals be more independent in areas of living, working, community involvement and safety so they can continue to reside in their communities. Adult Day Training - Life skills, daily living skills, safety skills, computer skills, money skills, employment skills and more. Supported Employment - support to obtain/maintain a community job Supported Living - support to live independently Transportation - transportation to and from home to the program	Individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year.	85% or, 36 of 42 individuals will achieve at least two (2) objectives on the individualized implementation Plan within the fiscal year.		Output Tool: Data Collection Record. The implementation Plan will identify the overall goal of the client and the two short-term objectives (STO) which will be worked on towards achieving that goal. A Data Collection Sheet will be used to track daily progress for clients in the Adult Day Training program. For those in Supported Employment and Supported Living, case notes will record activities and progress during scheduled interactions. Quarterly Progress Reports will be written summarizing the previous three months accomplishments. An STO report will be submitted to the Executive Director each month identifying those who achieved an STO during that month.	**Who does it?:** The System of Care Staff - will maintain a service log documenting the date and times of service attendance each month. Data collection will be done recording progress towards achieving the STO. The Executive Director or designee - will collect all data from staff and maintain the client files. The Executive Director makes any required notations in the HMIS. Then the quarterly FAA reports are completed and submitted through SAMIS.	**Data Collection:** Performance data is collected during each training session. If a trend of no progress is seen during the year, goals or training strategies may be amended. Initial assessments are completed upon entry into the program. Plans are developed within 30 days of admission into the program. Data on services and goal achievement is collected during each session, compiled monthly, and reported on quarterly. Individual IPs and goals are reviewed on at least an annual basis. Client demographic information and service data is entered into HMIS.
					Outcome Tool: IP achievement indicators and services provided, wherein, specific service is recorded into HMIS so that it will appear on the Service report. Adult Day Training, Supported Employment and Supported Living will be reported.	**What is the process?** During training session, staff will record on the data collection record, the level of support needed by the individual to complete the task. Service Delivery and Monitoring: Complete assessments and establish individual goals, Track service delivery and progress on data collection sheets, Review individual plan (IP) goal achievement. Data Compilation: Compile monthly data into quarterly reports. Service Log Maintenance: System of Care Staff maintain a service log noting dates and times of service attendance each month. Data Collection and File Maintenance: Executive Director or designee collects all data from staff and maintains client files. Reporting: Executive Director enters required notations in HMIS, Complete and submit quarterly FAA reports through SAMIS.	
						Where is the data stored?: Client records are stored in locked file cabinets. Data is submitted in paper form and then scanned and saved in electronic format in the State of Florida ICONnect system. Program data with client demographics, services, and achievement indicators is entered and stored in the HMIS	**Data Reporting:** At the end of the month, the Data Collection or Case Note is submitted. The information obtained each month is then reviewed and a quarterly report is written every three months (based on their plan date). Program outcomes and results are reported quarterly to FAA.
Mission Statement: "In Partnership for Full Equality for People with Developmental Disabilities" To PARTNER with people living with developmental disabilities for equal participation and inclusion in the communities of western Palm Beach County known as ' The Glades'.								

Logic Model Approved by / on: *Dr. Pauliny Chakraborty on 4/29/2025*
Logic Model Reviewed by / on: *Dr. Joanna Rabi-Enaba on 04/23/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically

monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided tothe COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBITG**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions

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as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall:
    - Be income based. Have income documented.
    - Report the method of eligibility determination in each individual client file.
    - Demonstrate that AGENCY complied with eligibility policy to determine eligibility for each client.
    - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
    - Serve households with a child between 0-18 within the household.
    - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
    - Ensure the client is enrolled in the Employ Florida Database.
    - Ensure that clients participate in orientation/community group sessions.
    - Ensure that AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
    - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

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14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.

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h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx To
- promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

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- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm

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Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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EXHIBIT I

CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Arc of The Glades, inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Debbie Lee-Thomasset — Debbie Lee-Thomasset
(Signature of Officer or Representative) (Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 2nd day of June, 2025 by Debra Lee-Thomasset

Personally known ☑ OR produced identification ☐.

Type of identification produced Personally Known

Kristin S Stephens Lewis
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

Notary Public State of Florida
Elizabeth S Stephens Lewis
My Commission HH 508137
Expires 5/31/2028

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **THE GLADES INITIATIVE INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **01-0733180**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide Connecting the Glades services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **FOUR HUNDRED AND SEVENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($472,500.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($157,500.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($157,500.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners (BCC).

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this

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Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street

Docusign Envelope ID: 87061BE1-8528-49A3-BF6E-2348C9DC480D

West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being

considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-

0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written

documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Karis Engle, President and CEO
THE GLADES INITIATIVE INC.
149 SE AVE D
BELLE GLADE, FL 33430

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing

bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification

has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
THE GLADES INITIATIVE INC.

BY: Signed by: Karis Engle 86C40D26C608414...
Authorized Signature

Karis Engle
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green F84BD58B0CEE493...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	The Glades Initiative, Inc.
Program Name:	Connecting the Glades
Location:	Palm Beach County – Western Communities
Focus Population:	The focus population for this program are low-income residents at below 50% AMI
Service Category:	Economic Stability

A. Program Description:

AGENCY increases the financial stability of thousands of residents through navigation services including application assistance for SNAP, health coverage, essential food from our food pantry, and referrals to other health and human services, especially the Self-Sufficiency programs (SOFI). Some clients may receive direct financial assistance in the form of gift cards to purchase food or transportation subsidies.

Services:

AGENCY may provide one or more of the following services based on client need:

- Assistance with SNAP/Medicaid Application
- Assistance with PBC CSD rental assistance application
- Assistance with PBC CSD utility assistance application
- Assistance with unemployment application
- Transportation subsidy/vouchers
- Emergency Food Assistance
- Emergency Financial Assistance
- Referrals to SOFI providers
- Referrals to other service providers and training

The Agency will maintain documentation of the services provided.

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI, with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete County approved self-sufficiency matrix upon enrollment on client/household(s) to determine if a referral to self-sufficiency services is appropriate

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- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

Agency will meet all the requirement/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 570

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

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The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGENCIES
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: The Glades Initiative, Inc.
Program Name: Connecting the Glades

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	Total 3 Year Contract Amount
Service: Case Management and Direct Services Unit of service is defined as one(1) hour of staff time in direct client services	$95	$149,625	$149,625	$149,625	$448,875
Service: CQM Unit of service is defined as one(1) hour of staff time of direct CQM services	$35	$7,875	$7,875	$7,875	$23,625
Total Contract over a three (3) year period		$157,500	$157,500	$157,500	$472,500

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	The Glades Initiative		**Program Name**	Connecting the Glades			
Name of person completing this logic model:	**Karis Engle**		**Email of person completing this logic model:**	kengle@gladesinitiative.org		**Phone # of person completing this logic model:**	**561-996-3310**
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** ***General statement of results expected***	**Projected Indicator** ***# to achieve/# to be served; %; time frame***	**Actual Indicator** ***# achieved/# served; %; time frame***	**Measurement Tool**	**Data Procedures**	**Frequency** ***Data Collection and Reporting***
Individuals are not financially stable	570 clients will receive Navigation services, and one of the following services within the fiscal year: • Assistance with SNAP/Medicaid Application • Assistance with unemployment application • Assistance with other applications • Other	1) Clients will be successfully linked to safety net services within 7 days from program intake. 2) Clients will be satisfied with the linkage to services as evidenced by a customer service survey after services are rendered.	1) 90% or 513 out of 570 clients will be successfully linked to safety net services within 7 days from program intake. 2) 75% or 427 out of 570 clients will be satisfied with the linkage to services, as evidenced by a customer service survey after services are rendered.		Output Tool: CMIS data, sign in sheets, case notes, internal spreadsheets Outcome Tool: Internal data collection, list of services provided, DCF data, Oasis Insight database, and CMIS Service Report 1) Service report quarterly 2)Customer service report quarterly based on the # of returned surveys	Who does it?: Navigators track assistance on reporting forms and in CMIS. What is the process?: Reports are submitted monthly to Program Director and CEO for review and evaluation. Navigators collect information from clients for submission of applications. Where is the data stored?: CMIS system, internal database under password protection, locked file cabinet when needed for paper files.	Data Collection: Navigators report number of SNAP (and other) applications monthly. DCF application processing time is 30-90 days. Staff checks DCF data for results 30-90 after submission. Results are then reported in the monthly report when available. Data Reporting: Data and results are reported to FAA staff quarterly. Data and results are reported to agency leadership team monthly. They will report on customer service surveys quarterly. This will be based on the # of returned surveys. They should be doing this already.

Mission Statement: The mission of The Glades Initiative is to improve the coordination and effectiveness of the health and human service delivery system in the Glades area of Palm Beach County.

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *Angela Cruz on 7/3/2025*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
    a. Statement of Cash Flows
    b. Statement of Activities
    c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

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and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self- Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the

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DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

a. Client must be a resident of Palm Beach County
b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based. Have income documented.
   - Report the method of eligibility determination in each individual client file. Demonstrate
   - that AGENCY complied with eligibility policy to determine eligibility for each client.
   - Serve households at or below 50% of the Area Median Income (AMI).
c. For Securing Our Future Initiative only:
   - Serve households with a child between 0-18 within the household.
   - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
   - Ensure the client is enrolled in the Employ Florida Database.
   - Ensure that clients participate in orientation/community group sessions. Ensure that
   - AGENCY adheres to Securing Our Future Initiative guidelines.
d. For the Intellectual Developmental Disabilities subpopulation only:
   - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the

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incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.
b. Resignation/Termination of Key FAA funded staff.
c. FAA Funded Staff vacancy position over 90 days.
d. Loss of funding from another Funder that could impact service delivery.
e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
f. Inability to have three (3) month's cash flow on hand.
g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

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22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and

25. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Glades Initiative, Inc (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Karis Engle
(Signature of Officer or Representative)

Karis Engle
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 18th day of June, 2025, by Karis Engle.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Melissa Silva
NOTARY PUBLIC (Signature)
My Commission Expires: September 24, 2025
State of Florida at large

MELISSA SILVA
MY COMMISSION # HH 168558
EXPIRES: September 24, 2025
Bonded Thru Notary Public Underwriters

(Notary Seal)

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AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **UNITED WAY OF PALM BEACH COUNTY, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-0683258**.

WHEREAS, the AGENCY has proposed providing certain services under the Economic Stability service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide Volunteer Income Tax Assistance (VITA) program to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **NINETY THOUSAND DOLLARS AND ZERO CENTS ($90,000.00) OVER A THREE-YEAR PERIOD, OF WHICH THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) IS BUDGETED IN FISCAL YEAR (FY) 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) TO BE BUDGETED IN EACH SUBSEQUENT FY FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have

been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners (BCC).

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of

expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the

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endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and

orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be

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required to maintain their certification status throughout their Agreement period. Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

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A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

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ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Laura George, President
UNITED WAY OF PALM BEACH COUNTY, INC. 477
S. ROSEMARY AVENUE SUITE 230
WEST PALM BEACH, fl 33401

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper,

and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013- 1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216 Belle
Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
UNITED WAY OF PALM BEACH COUNTY, INC.

DocuSigned by:
BY: Laura George
AA22DF2889E54C7...
Authorized Signature

Laura George
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signed by:
BY: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
BY: James E Green
F84BD58B0CEE433...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name: United Way of Palm Beach County, Inc.
Program 1 Name: Volunteer Income Tax Assistance (VITA)
Location: Palm Beach County – Countywide
Target Population: Low-income Palm Beach County households whose income does not exceed VITA Internal Revenue Service (IRS) guidelines (as amended), with a prioritization for up to 30% AMI (Clients)
Service Category: Economic Stability

A. Program Description:

AGENCY's Volunteer Income Tax Assistance (VITA) Program helps to strengthen family financial stability by providing Volunteer Income Tax Assistance (VITA) Program, which partners with the IRS to provide free, confidential, and secure preparation and e-filing of tax returns to qualified taxpayers. Families end up with more money in their pocket because they didn't pay to have their tax return prepared and filed, claimed all eligible tax credits, and got the maximum possible refund.

Services:

AGENCY will provide free tax preparation services for low-income Palm Beach County households up to 50% Area Median Income (AMI), with a prioritization for up to 30% AMI.

Agency will:

- Manage 125 volunteers
- Recruit & Train volunteers
- Hire site coordinators
- Provide 16 stationary VITA site locations
- Provide 12 mobile site locations
- Provide free tax preparation services
- Educate the public about EITC and Additional Child Tax Credits
- Provide referral resource information (211 and Prosperity Centers)

Requirements:

- Check OSCARSS when determining eligibility for individuals/households up to 50% AMI with a prioritization for up to 30% AMI
- Enroll client(s)/household(s) into CMIS, and document all service(s) provided
- Complete County approved self-sufficiency matrix upon enrollment on client/household(s) to determine if a referral to self-sufficiency services is appropriate

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- Provide referral to self-sufficiency services/employment services agency(s) as appropriate
- Accept referrals from Palm Beach County Community Services Department (CSD)
- Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)

AGENCY will meet all the requirements/deliverables identified in **Exhibit G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 5,000

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

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The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: United Way of Palm Beach County, Inc.
Program Name: Volunteer Income Tax Assistance (VITA) and Continuous Quality Management (CQM)

Description	Unit Cost	Total FY 2026	Total FY 2027	Total FY 2028	3 Year Contract Amount
Service: Volunteer Income Tax Assistance (VITA): Unit of service is a tax refund submitted	$5.71	$28,500	$28,500	$28,500	$85,500
Service: CQM: Unit of service defined as one (1) hour of staff time in direct CQM services.	$35	$1,500	$1,500	$1,500	$4,500
Total Contract over a three (3) year Period		$30,000	$30,000	$30,000	$90,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

- *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
  - ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
  - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
  - ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
  - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
  - ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- *Timeline to notify County – within 14 business days.*
  - ☐ Resignation/Termination of CEO, President, or CFO
  - ☐ Resignation/Termination of key funded staff
  - ☐ Program funded staff vacancy over 90 days
  - ☐ Loss of funding from another Funder that could impact services
  - ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
  - ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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 G

COMMUNITY SERVICES DEPARTMENT
FY 20XX Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	United Way of Palm Beach County		Program Name				
Name of person completing this logic model:	Donna Pulda		Email of person completing this logic model:	donnapulda@unitedwaypbc.org		Phone # of person completing this logic model:	561-375-6621
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Individuals are not financially stable	Recruit, train, certify and deploy volunteers (October-April) to 15 VITA sites to provide free tax preparation sevices for 5,000 low-income households.	1) Households Earn Income Tax Credit (EITC) at the time of service. 2) Households claim Child Tax Credit at the time of service.	1) 20% or 1,000 of 5,000 will obtain Earned Income Tax Credit (EITC) 2) 20% or 1,000 of 5,000 households claim Child Tax Credit at the time of service		Output Tool: Paid and unpaid promotional advertising, IRS VITA Program Curriculum, IRS VITA Program Certification (Test)	Who does it?: Vivian Pazmino, VITA Program Director	Data Collection: Data is captured daily during tax season. During non-tax season data is captured monthly.
					Outcome Tool: Report document generated from Taxslayer Software	What is the process?: Data is tabulated daily and tracked through the IRS TaxSlayer software by site and submitted electronically to the IRS by Site	
						Where is the data stored?: All taxpayers' data is stored on a secure server located in the online TaxSlayer Pro Data Center.	Data Reporting: Data is trasmitted daily from each site to the Internal Revenue Service. Data is also provided to the PBC Community Services FAA annually. As required by FAA, UW will submit reports quarterly in SAMIS.
Mission Statement: To ensure that eveyone in Palm Beach County has access to the basics: a quality education, a place to live, financial stability, good medical care, and enough to eat.							

Logic Model Approved by / on: *XX on XX/XX/XXXX*
Logic Model Reviewed by / on: *XX on XX/XX/XXXX*

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
   a. Statement of Cash Flows
   b. Statement of Activities
   c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION,**

and EXHIBIT G - LOGIC MODEL are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

    The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based. Have income
        - documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

    For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further

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occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from another Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and are not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- _____ To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and Display
- the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90)

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days of the execution of this Agreement, and will include, at a minimum:

a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and

25. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of United Way of Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Laura George
(Signature of Officer or Representative)

Laura George
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 10TH day of JUNE, 2025, by Laura George.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Kylee J Hay
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

KYLEE J. HAY
Notary Public-State of Florida
Commission # HH 346432
My Commission Expires
January 05, 2027

(Notary Seal)

Docusign Envelope ID: 8AE07945-5390-41B9-AB26-18660D0ACE15

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the 21st day of October, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **VITA NOVA, INC.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0298299**.

WHEREAS, the AGENCY has proposed providing certain services under the Self-Sufficiency Adults service category; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The AGENCY agrees to provide the Spot - Pathways to Employment services to residents of Palm Beach County as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS,** and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H- AGENCY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these
contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for one (1) year, starting October 1, 2025 (initial term), and will automatically renew for two (2) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT G,** and **EXHIBIT H.**

The parties shall amend this Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 PAYMENTS TO AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **TWO HUNDRED AND EIGHTY-THREE THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($283,500.00) OVER A THREE-YEAR PERIOD, OF WHICH NINETY-FOUR THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($94,500.00) IS BUDGETED IN FISCAL YEAR FY 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF NINETY-FOUR THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS ($94,500.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the scope of work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B**. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted to the COUNTY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Should this agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) days of receipt of payment from the County.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute

AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize an agreement award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Palm Beach County Board of County Commissioners.

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.
In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 8 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the

endorsement shall be provided to COUNTY upon request.

C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in

cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

This article shall survive termination or expiration of this Agreement.

ARTICLE 10 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not

allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 12 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover that could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under state and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 13 REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 14 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial

treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 15 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 16 PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 17 AGENCY CERTIFICATION/NONPROFITS FIRST

It is the policy of the COUNTY that all agencies receiving funding through the FAA Program must participate in the agency certification process developed by Nonprofits First (CENTER). Agencies must achieve an Excellence in Nonprofit Management or Sound Nonprofit Management certification. Core Infrastructure certification will not be accepted.

All new FAA funded agencies will complete certification within eighteen (18) months of their initial COUNTY Agreement, and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15th of each year. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-

assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their Agreement period.

Nonprofit First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption process. This request must be received by the FAA service category staff by December 31st of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification process stated above.

The FAA Nonprofit First Exemption requires documentation of certification from another funding or oversight body recognized by the requesting agency's industry, or if requesting agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If AGENCY is funded by another funder, the funder may still require the Nonprofit First Certification. The FAA Nonprofit First Exemption only exempts the AGENCY from the FAA program requirement of being certified by the CENTER.

ARTICLE 18 ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the AGENCY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

AGENCY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the AGENCY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

AGENCY will provide a final close-out report and **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that 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, require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473,

Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 CONFLICT OF INTEREST

AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, that 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. AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 20 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in Paragraph A.
D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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 section 287.087, Florida Statutes.

ARTICLE 21 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY'S credit or make it a guarantor

of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.

ARTICLE 23 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General and Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes to the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Agreement and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY, shall be mailed to:

Jeff DeMario
VITA NOVA, INC.
2724 N. Australian Ave
WEST PALM BEACH, FL 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should

reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas, such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and agency of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY. However, the rules must be made available to the COUNTY for a review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section

287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM

BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJIF Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact AGENCY, and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 38 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY'S obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 40 E-VERIFY EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 43 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 44 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL CARUSO
CLERK of the CIRCUIT COURT &
COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
VITA NOVA, INC.

BY: DocuSigned by: Jeff DeMario
4D5E345249AD4F9...
Authorized Signature

Jeff DeMario
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Signed by: Jessica Bober Rosenthal
A2EF4D6DAAF5427...
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: Signed by: James E Green
F84BD58B0CEE433...
Department Director

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FY 2026 - 2028 FINANCIALLY ASSISTED AGENCIES
SCOPE OF WORK AND SERVICES

Agency Name:	Vita Nova, Inc.
Program Name:	The Spot – Pathways to Employment
Location:	Palm Beach County – County Wide
Focus Population:	Youth, ages 18-25, at, or below 50% AMI with a prioritization for up to 30% AMI (Client)
Service Category:	Self-Sufficiency – Households without Children

A. Program Description:

Pathways to Employment is designed to provide services/resources for homeless young adults to achieve self-sufficiency goals through job, education, and life skills training. Support and case management services will be provided to youth to assess strengths/needs to create an individualized plan. Promote youth development by implementing, monitoring, and enforcing program expectations.

Seventy percent (70%) of Clients served will reside in zip codes 33403; 33404; 33407, 33430, 33438, 33460, 33476 and 33493.

Service available to clients:

AGENCY will provide Clients with Case Management services make the following activities available if needed:

- Case Management - Dedicated Employment Pathways Case Manager
- Financial Literacy – On-site classes in basic budgeting, opening and managing bank accounts
- Job Assistance, Development and Placement – through VNI's bank of local employers, assistance with resumes, proper attire, job interview techniques provided as well
- Self-Sufficiency Workshops – Life Skills training conducted on site to include learning how to interact with Landlords, utility companies, and bill paying
- Wrap-Around Supportive Services – assistance in finding childcare, transportation provided to job interviews and GED testing; fees provided for GED testing; enrollment assistance for SNAP, Social Security and Medicaid if applicable.

Requirements:

- Check OSCARSS when determining
- Households earns below 50% AMI with a prioritization for up to 30% AMI. Households that surpass 50% AMI through programming will be eligible to continue receiving services.
- Lives in Palm Beach County

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- Head of household has the interest in and capacity to gain or improve employment situation
- Enroll all family members in CMIS and complete an initial Self-Sufficiency Matrix and Financial Assessment upon enrollment
- Update employment assessments in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update Self-Sufficiency Matrix in CMIS each quarter (January 15, April 15, July 15, October 15)
- Update financial assessments (Entry into the program, the Quarter 4 report of every fiscal year on October 15, and at program exit)
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15)
- Ensure all clients have completed an EmployFlorida application and are interacting with CareerSource or Dress for Success for the purposes of career development
- Submit regular referrals for needs identified on each self-sufficiency matrix
- Accept referrals from Community Services Department
- Participate in community conversations and survey collection
- Submit Quarterly Programmatic, Outcomes and Utilization Reports (January 15, April 15, July 15, October 15) Services will be provided consistent with F.S. Chapter 393.13 defining the rights of persons with developmental disabilities

AGENCY will meet all the requirement/deliverables identified in **EXHIBIT G – ROMA Logic Model.**

Number of Unduplicated Clients Served through this program: 14

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

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When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of their CQM project after the required training.

AGENCY will implement their CQM project by the end of the second quarter.

AGENCY will report on the progress of their CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 FINANCIAL ASSISTANCE AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency: VITA NOVA
Program Name: The Spot – Pathways to Employment

Service Name and Definition of Unit of Service	Unit Cost	Total FY26	Total FY27	Total FY28	Total 3 Year Contract Amount
The SPOT – Pathways to Employment: Unit of service one (1) hour of direct client services.	$91	$89,775	$89,775	$89,775	$269,325
Service: CQM Unit of service defined as one (1) hour of staff time of direct CQM services.	$35	$4,725	$4,725	$4,725	$14,175
Total Contract over a three (3) year period		$94,500	$94,500	$94,500	$283,500

**To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract/Program Award.*

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement. AGENCY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Agreement. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 17** of this Agreement.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this 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 AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this 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 AGENCY 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 AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this 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.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this 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.

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AGENCY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Agreement and may result in termination of this Agreement.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Financially Assisted Agencies (FAA) Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on- site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category and shall be available in the detailed general ledger. These costs must support the unit rate and number of units billed.

2. The AGENCY shall submit quarterly the Cash Flow Commitment Statement **(EXHIBIT D)** along with the following financial statements:
   a. Statement of Cash Flows
   b. Statement of Activities
   c. Statement of Financial Position

3. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed twenty-five percent (25%) of the AGENCY'S total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The AGENCY must provide a report at the end of the fiscal year showing that it is within the cap of COUNTY assistance not exceeding twenty-five percent (25%) of the AGENCY'S total operating budget.

4. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

6. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated, except as authorized by statute during the Agreement period or thereafter.

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7. AGENCY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal and programmatic goals and conduct, as outlined in the **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNITS OF SERVICE RATE AND DEFINITION, and EXHIBIT G - LOGIC MODEL** are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

8. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and current FAA monitoring tool.

9. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.

10. Data Entry: AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. AGENCY shall attend data trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or spreadsheet as clients are served. Data submitted shall clearly document all client admissions and discharges under this Agreement, as well as all programs, program participants, and strategies under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S client files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Agreement and a basis for termination of this Agreement. AGENCY shall enter client data into the designated data reporting system or spreadsheet within ten (10) business days of the client activity in the program. Required data for collection include gender, veteran status, race-census categories, ethnicity-census categories, date of birth and age, and living arrangement at program entry and exit. More detailed data collection requirements can be found on the FAA website under the FAA Program Data Reporting Instructions section, located at: http://discover.pbcgov.org/communityservices/financiallyassisted/

    Final client data entry shall be completed by October 15th of each year to ensure compliance with this Agreement, as well as to determine AGENCY'S progress in attaining its goals as outlined in **EXHIBIT A - SCOPE OF WORK.**

    AGENCY shall complete a Data Verification Form by the deadline provided after the end of the agreement year. The Data Verification Form certifies that the final data provided is accurate and will be published in the FAA Annual Report. The Data Verification Form is located on the FAA Webpage.

11. Required Data Systems: AGENCIES receiving COUNTY funds in the Economic Stability/Self-Sufficiency/Intellectual Developmental Disabilities Category (including the Securing Our Future Initiative), agree to be partners in the community's Client Management Information System (CMIS), to execute the necessary Partner and User Agreements, and to fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

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The CMIS system and any other data reporting system designated by the COUNTY will be the source for all data used to determine compliance with programmatic contractual requirements. AGENCIES shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT by the following dates: January 15th, April 15th, July 15th, and October 15th. The templates for these reports can be found on the FAA website located at:

http://discover.pbcgov.org/communityservices/financiallyassisted/

12. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information, other than permitted or required by this Agreement or as required by law.

13. Category Specific Requirements: AGENCY shall have clearly written eligibility criteria and process that includes the following:

    a. Client must be a resident of Palm Beach County
    b. For Economic Stability/Self-Sufficiency Category, program shall: Be income based.
        - Have income documented.
        - Report the method of eligibility determination in each individual client file. Demonstrate
        - that AGENCY complied with eligibility policy to determine eligibility for each client.
        - Serve households at or below 50% of the Area Median Income (AMI).
    c. For Securing Our Future Initiative only:
        - Serve households with a child between 0-18 within the household.
        - Serve households at or below 50% of the AMI, with an emphasis on households at or below 30% AMI.
        - Ensure the client is enrolled in the Employ Florida Database.
        - Ensure that clients participate in orientation/community group sessions. Ensure that
        - AGENCY adheres to Securing Our Future Initiative guidelines.
    d. For the Intellectual Developmental Disabilities subpopulation only:
        - Client must have a disability, which is defined under the Americans with Disabilities Act (ADA), as a person who has a physical or mental impairment that substantially limits one or more major life activity, as a person who has a history or record of such an impairment, or as a person who is perceived by others as having such an impairment. A disability does not require a formal medical diagnosis. AGENCY shall determine client eligibility based on the AGENCY'S applicable Policy and Procedures.
    e. Eligibility for the Seniors subpopulation shall be individuals at an age of sixty (60) years and above.

14. Disclosure of Incidents: AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents, and follow up with the Community Services Department Incident Notification Form **(EXHIBIT E)** within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

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For FAA Clients who are children or adolescent, the AGENCY shall inform COUNTY by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the Community Services Department Incident Notification Form within twenty-four (24) hours. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.

15. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement.

16. AGENCY shall notify COUNTY through the Community Services Incident Notification Process and follow up with the Community Services Department Incident Notification Form within fourteen (14) business days of the following:
    a. Resignation/Termination of CEO, President and/or CFO.
    b. Resignation/Termination of Key FAA funded staff.
    c. FAA Funded Staff vacancy position over 90 days.
    d. Loss of funding from anther Funder that could impact service delivery.
    e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
    f. Inability to have three (3) month's cash flow on hand.
    g. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
    h. Other incidents that may occur unexpectedly and is not covered above.

17. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to: Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), and Motivational Interviewing (MI).

18. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

19. AGENCY shall provide a copy of their revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

20. AGENCY shall submit annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

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21. AGENCY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the AGENCY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:

Specific Activities – Mandatory:

- When AGENCY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the AGENCY'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx
- To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

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22. The logic model attached as **EXHIBIT G** is incorporated into this Agreement, and may be amended during the term of this Agreement. AGENCY agrees to comply with the logic model as amended.

23. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

24. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:

    a. A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County.

25. Agencies that are serving eligible clients/households must:
    a. If applicable, check the Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
    b. If applicable, process all client rental assistance (first, last, security, and/or monthly) and utility assistance payments through CSD's OSCARSS system;
    c. Enroll client(s)/household(s) into CMIS/HMIS, and document all service(s) provided;
    d. Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
    e. Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    f. Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

26. Agencies with an "Economic Support Services Funding" may assist clients in their program with Rental, Utilities, Child care, and/or any supports needed that may help with immediate circumstances to assist with achieving economic mobility. AGENCY should have a policy in place outlining the use of funding outside of rental and utility assistance. Please note that any assistance with Rent and/or Utilities must be processed through OSCARSS for the SOFI-eligible Clients in the program. All other "Economic Supports" must be aligned with client goals/needs and must have supporting documentation for reimbursement and be within the client's file.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Vita NOVA INC. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

JEFF DEMARIO
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 18 day of JUNE, 2025 by Jeff DeMario.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC (Signature)
My Commission Expires: Dec 4, 2026
State of Florida at large

ASHLEY BERRY
Notary Public - State of Florida
Commission # HH 337812
My Comm. Expires Dec 4, 2026
Bonded through National Notary Assn.

(Notary Seal)