

Palm Beach County Board of County Commissioners



NOTICE OF FUNDING OPPORTUNITY (NOFO)  
INFORMATION GUIDANCE

U.S. Department of Housing and Urban Development  
**CARES ACT II**  
**EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM**  
**ENCAMPMENTS HOMELESS RELOCATION PROGRAM**  
FY 2020 (*September 4, 2020 through September 30, 2022*)

**Release Date:** Friday, August 14, 2020

**Application Due Date:** Friday, August 21, 2020 by 12:00 p.m. (Noon)

Community Services Department (CSD)  
Division of Human and Veteran Services (DHVS)  
Wendy Tippett, Director  
810 Datura Street, Suite 350  
West Palm Beach, Florida 33401

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**IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE. CONTACT CSD AT (561) 355-9901 OR [PBC-ESGNOFO@PBCGOV.ORG](mailto:PBC-ESGNOFO@PBCGOV.ORG).**

## **SECTION I: GENERAL INFORMATION**

### ***INTRODUCTION***

Palm Beach County Community Services Department (CSD), Division of Human and Veteran Services (DHVS) invites qualified entities to submit applications to provide the Encampment Homeless Relocation Program (EHRP) for persons living with mental health and substance use disorder (MHSUD). Successful applicants will provide up to twenty (20) Rapid Rehousing beds using the Housing First model for Palm Beach County residents currently living in John Prince Park (JPP) and other encampments who are living with MHSUD and are not ready for recovery. Successful applicants will house and provide these residents with Rapid-Rehousing with the goal of residents attaining sustainable permanent supportive housing as well as improved overall health and well-being outcomes at the end of their program participation.

### ***BACKGROUND***

Palm Beach County Department of Housing and Economic Sustainability (HES) receives Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) annually.

On June 9, 2020, HES received notice that HUD has provided a second allocation to Palm Beach County in special ESG Program funds to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The homeless population is considered high risk for COVID-19 exposure and are in need of protective housing according to the Centers for Disease Control and Prevention (CDC), which qualifies the homeless population living in JPP and other encampments for ESG-CV II-funded services.

These special ESG-CV II funds are authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. DHVS administers these funds.

### ***PROGRAM OVERVIEW***

On February 25, 2020, the Board of County Commissioners (BCC) approved the Sheltering and Housing Strategy for the Lewis Center Annex, as it relates to *Leading the Way Home – Palm Beach County's Plan to End the Cycle of Homelessness*. *Leading the Way Home* serves as a framework for the policies and programs that address homelessness in Palm Beach County (PBC). The approved

strategy described is not a stand-alone solution to the complex problem that homelessness poses to cities and communities throughout the County. This strategy expands the doorway for services and housing for those living on the streets or in parks, increasing the availability of support services currently provided at the Senator Phillip D. Lewis Center (The Lewis Center) and other locations within the County. There are several key components of the strategy that include shelter, feeding, medical care, counseling, case management, and a pathway to permanent housing.

The need for shelter for the housing-insecure is evident by the number of individuals erecting tents in public parks, sleeping on park benches and under pavilions, residing in train stations and living in abandoned buildings in PBC. Municipalities and county governments struggle with public outcry, increased risk of public health issues, and rising numbers of elderly homeless persons and individuals with MHSUD issues who are homeless. The strategy for relocating PBC residents living in JPP/encampments revolves around the need for safe emergency shelter and affordable and decent permanent housing.

A significant number of these JPP/encampments residents has MHSUD concerns that will be addressed through community partnerships with MHSUD providers. Persons living with MHSUD who desire treatment services will be placed in ESG-CV II-funded housing.

Persons who are not yet ready for recovery will be offered Rapid Rehousing utilizing a Housing First model. DHVS seeks partners to provide up to 20 beds at any given time to house this population using a Housing First model utilizing ESG-CV II funding.

Particulars to the program include:

- Enrolling JPP/encampments residents referred by the Homeless Outreach Team (HOT) or law enforcement, who desire housing but not treatment, into the Housing First model program, which focuses on housing stability and then treatment.
- Services will include housing, utility costs and staffing costs.
- Administering the Recovery Capital Index® (RCI) to provide measures of a client's overall health and well-being, and to provide a framework to develop and track person-centered and personalized care plans. See **Exhibit E** for more information on the RCI.

## **Approach to Delivering Services**

Rapid Rehousing Programs administer services utilizing a Housing First approach with no barriers to housing entry. Housing First is a whole-system orientation that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports needed to keep their housing and avoid returning to homelessness. The approach begins with an immediate focus on helping individuals and families secure housing. Income, sobriety and/or participation in treatment or other services are not required as a condition for securing housing. All services are voluntary and are not a condition for retaining housing. Housing provides people with a foundation from which they can pursue other goals. Tenants are assisted in developing or improving skills for independent living while they live in permanent housing instead of requiring them to be housing ready first.

PBC adheres to the following principles of Housing First in its Rapid Rehousing program:

- Admission/tenant screening and selection practices promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, and participation in services.
- Applicants have a choice about where they want to be housed based upon their available resources (affordability), circumstances (appropriateness) and involvement of landlords to rent to the service participant.
- Applicants are not expected to graduate through a continuum before accessing permanent housing (for example: from street to shelter; shelter to transitional housing; transitional housing to permanent housing). Applicants can move directly from their homelessness into permanent housing. Housing is not used as a reward.
- Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that indicate a lack of “housing readiness.”
- Housing accepts referrals directly from shelters, street outreach, drop-in centers, and other parts of the approved coordinated assessment system frequented by vulnerable people experiencing homelessness.
- Applicants do not need to be compliant with a treatment program i.e. medical, mental health or substance abuse to be housed.
- Applicants do not need to be compliant with medications to be housed.
- Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly client-driven without predetermined goals. Participation in services or program compliance is not a condition of Rapid Rehousing tenancy. Rapid Rehousing program may require case management as condition of receiving rental assistance.
- Use of alcohol or drugs in and of itself (without other lease violations) is not considered a reason for eviction.
- Client selection for Rapid Rehousing includes a prioritization of eligible clients based on the criteria approved in the Palm Beach County Standards for Coordinated Intake and Assessment which are in compliance with CPD-14-012.
- Clients are given reasonable flexibility in paying their tenant share of rent on time and offered special payment arrangements (e.g. a payment plan) as defined by individual program guidelines for rent arrears and/or assistance with financial management (including representative payee arrangements).
- Case managers are trained in and actively employ evidence-based practices for client/tenant engagement such as motivational interviewing and client-centered counseling.
- Participants are not coerced in any way to participate in the program, to select a particular housing unit, to participate in any other community programs, or in any other way.
- Services are provided by a harm reduction philosophy that recognizes that drug and alcohol use and addiction are a part of client’s lives. Clients are engaged in non-judgmental communication regarding drug and alcohol use, and where clients are offered education regarding how to avoid risky behaviors and engage in safer practices. Clients whose drug and alcohol use impacts the safety of minor children including the potential loss of their housing, will be reported to the Department of Children and Families.

See **Exhibit D** for additional Housing First information.

## ***FUNDING AVAILABILITY***

A total of \$1 million are available for Rapid Rehousing utilizing a Housing First model for persons living in JPP/encampments with MHSUD concerns, who desire housing but are not yet ready for recovery.

All funding must be expended on direct services resulting in a benefit to clients with no less than 70% being expended on housing costs and no more than 30% being expended on supportive services.

Please note ESG-CV II/HUD allowable costs for this program includes only housing, utilities, staff and legal services for tenant landlord issues and credit repair. No other services costs are allowable through EHRP funds. Please review the ESG Program Interim Rules below for details on HUD allowable expenses.

**These funds are for COVID-19 related services. Clients receiving assistance shall be homeless and therefore require protective housing. Funds are to be used for rapid re-housing of the homeless/living in shelters to mitigate the risk of COVID-19 infection, to prevent infection/spread of COVID-19, and to provide housing opportunities.**

## ***APPLICANT ELIGIBILITY***

Qualified entities submitting project applications for HUD ESG-CV II Program funding shall meet all statutory and regulatory requirements of the ESG Program Interim Rules. ESG Program Applicants can obtain a copy of the Rules on the HUD Exchange:

<https://www.govinfo.gov/content/pkg/FR-2011-12-05/pdf/2011-30938.pdf>  
<https://www.govinfo.gov/content/pkg/CFR-2018-title24-vol3/xml/CFR-2018-title24-vol3-part576.xml#seqnum576.409>

ESG-CV II funding is subjected to flexibilities and conditions provided by the CARES Act that can be reviewed at:

[https://www.hud.gov/program\\_offices/comm\\_planning/homeless\\_esg\\_covid-19](https://www.hud.gov/program_offices/comm_planning/homeless_esg_covid-19)

ESG-CV II funding applicants can be nonprofit organizations, states, local governments and instrumentalities of state and local governments. For-profit entities are not eligible to apply for grants or to be sub-recipients of grant funds. All sub-recipients must also meet the eligibility standards as described above. ESG-CV II funded applicants must:

- Hold current and valid 501(c)(3) status as determined by the Internal Revenue Service.
- 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 (6) months.
- Create a Vendor Registration Account OR activate an existing Vendor Registration Account through Palm Beach County Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If

Applicants intends to use sub-recipients, Applicants must also ensure that all sub- recipients are registered as agencies in VSS.

- Demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.
- Maintain insurance coverage and limits as described in **Exhibit F**, if applicants are awarded ESG-CV II funding.
- Register with and utilize E-Verify (E-Verify.gov)

ESG-CV II funded applicants must also meet the following criteria:

Agency must:

- Be a current or become a new HMIS user.
- Serve clients or be willing to serve clients through the Coordinated Entry System.
- Have sufficient funds to serve clients (cost reimbursement grant).
- Comply with PBC’s Standard Terms and Conditions (**Exhibit G**).
- Be able to implement program within 15 days of an executed agreement start date.
- Meet August 21, 2020 application deadline.

## **SECTION II: PROPOSAL SUBMISSION**

Eligible entities that meet the requirements of this Notice of Funding Availability are invited to submit application packages to CSD, along with required support materials through the CSD NOFO submission website, located at:

<https://pbcc.samis.io/go/nofo/>

All documents must be submitted by the deadline date per application instructions.

**No application will be accepted after the deadline.**

### ***PUBLISH/RELEASE DATE***

Friday, August 14, 2020

### ***DEADLINE DATE***

Applicants must submit their application packages to CSD NOFO submission website by **12:00 pm (Noon), Friday August 21, 2020**. Application packages must be submitted to:

<https://pbcc.samis.io/go/nofo/>

## ***TECHNICAL ASSISTANCE***

DHVS will hold a Technical Assistance Workshop for Applicants from 10:00 am to 12:00 pm on Tuesday, August 18, 2020. The Workshop will be conducted via Webex, at:

<https://pbc-gov.webex.com/pbc-gov/j.php?MTID=e625f839af128ad47abd73f3031ca9275>

Registration is required. Further instructions will be provided once you have registered.

Members of the public who plan to attend the meeting in person are asked to please notify the DHVS as soon as possible at [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org) or call 561-355- 9901.

Communication Media Technology (CMT) may be accessed at the following location, which is normally open to the public at 810 Datura Street, West Palm Beach, FL 33401, Human Services Conference Room, 2<sup>nd</sup> Floor.

People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Human Services Conference Room, 2<sup>nd</sup> Floor.

Anyone interested in additional information may contact DHVS by mail at 810 Datura Street, West Palm Beach, FL 33401, by email at [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org), or by phone at 561-355-9901.

Also, those wishing to make public comments may submit a request to DHVS via traditional mail at 810 Datura Street, West Palm Beach, FL 33401, or by email at [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please submit a request by email to [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org) . Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

To maintain a fair, impartial and competitive process, additional requests for technical assistance must be made in writing and emailed to [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org). All questions and answers will be made available for the public to review on the CSD website at:

<https://discover.pbcgov.org/communityservices/humanservices/Pages/HHHA.aspx>

DHVS shall avoid private communication with Applicants regarding this NOFO, other than via email as noted above, during the proposal preparation and evaluation period.

The deadline to submit questions about the EHRP application by email to DHVS is 12:00 pm (Noon), Thursday, August 20, 2020, which is one (1) business day before the application submission deadline.

This NOFO Information Guidance is available at the following locations:



<https://discover.pbcgov.org/communityservices/humanservices/Pages/HHA.aspx>  
<http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx>

The EHRP NOFO Information Guidance is for reference purposes only since the proposal must be submitted through the CSD NOFO submission website.

***TIMELINE***

<b>DESCRIPTION</b>	<b>DUE DATE</b>
Release of NOFO	August 14, 2020
Technical Assistance Meeting	August 18, 2020 10:00 AM
Deadline to Submit Questions About Application	August 20, 2020 12:00 PM (Noon)
<b>APPLICATIONS DUE TO CSD (DEADLINE)</b>	<b>August 21, 2020 12:00 PM (Noon)</b>
Non-Conflict Grant Review Meeting	August 28, 2020 10:00 AM
Funding Decision	August 28, 2020
Deadline for Agencies to Submit Grievance	August 31, 2020
Agencies Receive Final Agreements	September 1, 2020
Executed Contracts Returned to CSD	September 3, 2020
Effective Date of Contract	September 4, 2020
Term of Contract	September 4, 2020 – September 30, 2022

***EXPENSE OF PROJECT APPLICATION***

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by Applicants. No payment will be made for proposals received or for any other effort required of or made by Applicants prior to commencement of work as defined by a contract approved by the BCC.

***PROJECT APPLICATIONS OPEN TO THE PUBLIC***

Applicants are hereby notified that all information submitted as part of, or in support of, EHRP applications will be available for public inspection in compliance with the Florida Public Records Act.

## ***CONE OF SILENCE***

This NOFO includes a Cone of Silence. The Cone of Silence will apply from the date the NOFO is due to CSD, which is **August 21, 2020**, until the final EHRP allocations are approved by the BCC.

All parties interested in submitting a proposal are advised of the following:

Applicants are advised of the ***Lobbying Cone of Silence*** and are advised that the [Palm Beach County Lobbyist Registration Ordinance \(Ordinance\)](#) is in effect. ***Cone of Silence*** refers to a prohibition on any non-written communication regarding this NOFO between any Applicant or Applicant's representative and any County Commissioner or Commissioner's staff or any employee authorized to act on behalf of the Commission to award a contract. An Applicant's representative shall include but not be limited to the Applicant's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the applicant. The ***Cone of Silence*** is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including contract negotiations during any public meeting. The ***Cone of Silence*** shall terminate at the time that the BCC awards or approves a contract, when all proposals are rejected, or when an action is otherwise taken that ends the solicitation process.

## **SECTION III: SCOPE OF SERVICE**

### ***CONTACT PERSON***

This NOFO is issued, along with any addenda, for BCC by CSD. The contact for all EHRP application inquiries is [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org) or 561-355-9901.

### ***TERMS OF SERVICE***

EHRP Funding Term: 12 months, automatically renewable for up to one additional 12-month period.  
EHRP Project Start Date: September 4, 2020  
EHRP Project End Date: September 30, 2022

### ***TERMS AND CONDITIONS***

1. Proposal Guarantee:  
Applicants guarantee their commitment, compliance and adherence to all requirements of the NOFO by submission of their proposal.
2. Late Proposals, Late Modified Proposals:  
Applicants shall save any unfinished proposals and continue to modify the proposals until the proposals are submitted. Once submitted, the proposals are final. Proposals and/or modifications to proposals submitted after the deadline are late and shall not be considered.

3. Palm Beach County Office of the Inspector General Audit Requirements:  
Office of the Inspector General has been established in PBC Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the winning Applicant's agency, officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impede any investigation shall be in violation of PBC Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. Commencement of Work:  
The County's obligation will commence when the contract is approved by the BCC or their designee and upon written notice to the Applicants. The County may set a different starting date for the contract. The County will not be responsible for any work done by the Applicants, even work done in good faith, if it occurs prior to the contract start date set by the County.

5. Nondiscrimination:  
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Applicants warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into the agreement, the Applicants represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Applicants shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the Applicants retaliate against any person for reporting instances of such discrimination. The Applicants shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Applicants understands and agrees that a material violation of this clause shall be considered a material breach of the agreement and may result in termination of the 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. Applicants shall include this language in its sub-contracts.

6. Application Certifications and Assurances:

By submitting and signing the application, Applicants and its signing authorized representative affirm that they have reviewed the certifications and assurances associated with the application for federal assistance and (1) are aware the submission is an assertion that the relevant certifications and assurances are established and (2) acknowledge that the truthfulness of the certifications and assurances are material representations upon which HUD will rely when making an award to Applicants. If it is later determined the signing authorized representative to the application made a false certification or assurance, caused the submission of a false certification or assurance, or did not have the authority to make a legally binding commitment for Applicants, Applicants and individuals who signed the application may be subject to administrative, civil, or criminal action. Additionally, HUD may terminate the award to Applicants or pursue other available remedies. Each Applicant is responsible for including the correct certifications and assurances with its application submission to HUD, including those applicable to all Applicants, those applicable only to federally-recognized Indian tribes, and those applicable to Applicants other than federally-recognized Indian tribes. All program-specific certifications and assurances.

7. Lead Based Paint Requirements:

When providing housing assistance funding for purchase, lease, support services operation, or work that may disturb painted surfaces, of pre-1978 housing, Applicants must comply with the lead-based paint evaluation and hazard reduction requirements of U.S. Department of Housing and Urban Development's (HUD's) lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

8. Employment Eligibility

Successful Applicants shall verify the employment eligibility of any individual hired under the award, consonant with 8 U.S.C. § 1324(a)(1).

9. Vendors with Contractual Relationship with Federal Government

Pursuant to 2 C.F.R. § 200.319, successful Applicants are prohibited from procuring goods and services with award funds by means of any competition that disadvantages or excludes vendors on the basis of their having (or their having had) a prior or existing contractual relationship with the federal government.

10. Civil Rights

Applicants agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.

This provision binds Applicants and subcontractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Additional terms and conditions will be included in the project agreement and are contained in **Exhibit G** - Standard Terms and Conditions for Federally Funded Agreements.

## ***SCOPE OF SERVICE***

ESG Program funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. The five program components and the eligible activities that may be funded under each are set forth in 24 CFR § 576.101 through § 576.107. Eligible administrative activities are set forth in 24 CFR § 576.108. However, the ESG-CV II funded programs are subject to flexibilities and conditions provided by the CARES Act and can be reviewed at:

[https://www.hud.gov/program\\_offices/comm\\_planning/homeless\\_esg\\_covid-19](https://www.hud.gov/program_offices/comm_planning/homeless_esg_covid-19)

Qualified entities are invited to submit applications to provide ESG-CV II-funded EHRP services, including:

- Providing up to 20 shared or individual Rapid Rehousing beds for severely mentally ill and/or chronic substance users residing in John Prince Park.
  - Lease must be in clients name or names
  - In shared housing, two leases will be required for each bedroom
- Providing support and recovery capital indexing services, as described in the Program Overview section of this NOFO and in **Exhibits D and F**, utilizing the Housing First model.

## **SECTION IV: FY 2020 ESG PROGRAM PROJECT REVIEW PROCESS**

- DHVS shall recruit ESG NCG Review Committee members, prioritizing members who have served on the Committee in the past or who have other relevant experience and are approved by the HHA Executive Committee. NCG Review Committee members shall sign “no conflict of interest” and confidentiality statements.
- ESG NCG Review Committee members shall be trained, as appropriate, and receive submitted applications.
- Accepted applications shall be reviewed, discussed and scored by the ESG NCG Review Committee.
- CSD shall make funding recommendations based on the application scores and project priority.
- Preliminary scoring results are delivered to applicants with a reminder about the appeals process.
- Appeals, if any, shall be reviewed by the HHA Appeals Committee.
- The ESG NCG Committee’s funding recommendations are submitted to the BCC for final approval as a component of HES’s Action Plan.
- BCC has final decision-making authority for all awards.

The process is welcoming to persons with disabilities, persons who have experienced homelessness, and persons with limited English proficiency. If applicants need any accommodations, please contact PBC-ESGNOFO@pbcgov.org.

## SECTION V: CONTENTS OF PROPOSAL AND INSTRUCTIONS

Except where noted, all entities applying for EHRP funds must complete and submit all items listed below.

The deadline for application package submission is **Friday, August 21, 2020 by 12:00 noon**. Application Packages shall be submitted on the CSD NOFO Application Submission Website:

<https://pbcc.samis.io/go/nofo/>

The Non Conflict Grant Review Committee meeting is scheduled to take place on **Friday, August 28, 2020 at 10:00 am to 1:00 pm** using WebEx (Online):

<https://pbc-gov.webex.com/pbc-gov/onstage/g.php?MTID=e837b661d2e15df9a80461201146b77b1>

Audio Conference Only: +1-415-655-0001  
Audio Conference Passcode: 160 931 0720

Members of the public who plan to attend the meeting in person are asked to please notify the DHVS, as soon as possible at [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org) or call 561-355- 9901.

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Also, those wishing to make public comments may submit a request to DHVS via traditional mail to at 810 Datura Street, West Palm Beach, FL 33401, or by email at [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please submit a request by email to [PBC-ESGNOFO@pbcgov.org](mailto:PBC-ESGNOFO@pbcgov.org). Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

### **Project Scoring:**

Overall project scoring will be based on the average of total points on those projects that are eligible to be scored.

**NOTE: Unified Grant Guidance**

EHRP Grant Recipients shall comply with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

***EHRP APPLICATION QUESTIONS***

**ESG Grantee HHA Certification (Exhibit A)**

Download the REQUIRED Grantee HHA Certification Form.

Please upload once you have completed and signed this form.

Please upload your document in the following format: **.pdf**

Please name your document as such: **(Agency Name or Initials)GrantCertFY21**

**CEO/Executive Director Name/Title**

**CEO/Executive Director Email**

**Agency Contact Person/Title**

**Agency Contact Person Phone**

**Agency Contact Person Email**

**Total Request Amount**

**Total People Expect to Serve**

**Internal Control Questionnaire**

Download the REQUIRED Internal Control Questionnaire. Please upload once you have completed the form.

Please upload your document in the following formats: **.pdf OR .doc OR .docx**

Please name your document as such: **(Agency Name or Initials)InternalControl**

**Policies and Procedures**

Please upload your agency's policies and procedures.

Please upload your document in the following formats: **.pdf OR .doc OR .docx**

Please name your document as such: **(Agency Name or Initials)Policies**

**Performance Improvement Plan**

Please describe how your agency responds to requests for performance improvement plans.

**Request Amount for 12 months**

**Total Beds Expected to Provide (within a 12-month period)**

**Total Clients Expect to Serve within a 12-month period**

**Project Design (45 points)**

**1. Program Description**

Describe in detail the activities for which you are requesting funding, including:

- How clients will be selected for service
- The maximum amount of assistance to be provided
- The maximum period to receive such assistance
- Types of services to be offered
- Who will provide the service(s)
- The process for procuring rental property for clients
- How the CoC standards and Housing First model will be utilized in establishing/operating the program

**2. RRH, PSH and Housing First Experience**

Describe your experience providing Rapid-Rehousing and Permanent Supportive Housing using a Housing First Model.

**3. Experience Housing Persons Living with MHSUD Concerns**

Describe your experience providing housing services for persons living with MHSUD concerns.

**4. Homeless Management Information System (HMIS)**

Is the applicant an existing user of the Homeless Management Information System (HMIS)? (Yes/No)

**5. HMIS Description**

Describe your agency's most recent HMIS program entry(ies).

**6. CoC Coordinated Entry Process Participation**

Does applicant currently participate in Palm Beach County's Continuum of Care (CoC) - Homeless and Housing Alliance (HHA) Coordinated Entry Process? (Yes/No)

**7. CoC Coordinated Entry Process Description**

Describe how your agency will participate in the Coordinated Entry System.

**8. Logic Model/Evaluation Plan (Exhibit B)**

Use the EHRP Logic Model/Evaluation Plan Template to submit a logic model and evaluation plan for your proposed activities. Ensure outcomes are SMART (Specific, Measurable, Achievable, Realistic, Time-bound).

**Agency Capacity (30 points)**

**9. Experience With Federal Funds**

Does the applicant have experience administering federal funds? (Yes/No)

**10. Non-Profit First Certification**

Does the applicant have a current Non-Profit First certification or certification from another recognized certification body? (Yes/No)

Current certification = Certification within the past 12 months  
(Upload not required. DHVS will verify.)

**11. Audited Financial Statement**

If no, provide a copy of your most recent Independent Financial Audit, including the management letter, if issued. If no management letter has been issued, include a note to document this.



Please upload your document in the following format: **.pdf**

Please name your document as such: **(Agency Name or Initials)FinAudFY21**

**12. IRS Letter**

If no, provide proof of non-profit status. A copy of your 501c(3) IRS Letter must be included. This does not apply to Public Entities.

Please upload your document in the following format: **.pdf**

Please name your document as such: **(Agency Name or Initials)IRS Letter**

**Budgets (25 points)**

**13. Total Agency Budget**

If no, upload the total agency budget, including income and expenses line items.

Please upload your document in the following formats: **.pdf OR .xls OR .xlsx**

Please name your document as such: **(Agency Name or Initials)TotalAgencyBudget**

**14. Project Budget (Exhibit C)**

Use the EHRP ESG Budget Template to submit a project budget that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities.) Expenses shall also be allowable by HUD.

Please upload your document in the following formats: **.pdf OR .xls OR .xlsx**

Please name your document as such: **(Agency Name or Initials)Budget**

**15. Cash Flow**

Can applicant maintain 30-day cash flow?

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY***

# SECTION V: GRIEVANCE POLICY AND APPEALS PROCEDURES

## Palm Beach County Board of County Commissioners Community Services Department

### ESG Program Grievance Notice Form

Grievances may be submitted by an ESG Program funding applicant who is aggrieved in connection with deviations from the established PROCESS for reviewing and awarding ESG Program funding applications. The amount of recommended awards may not be grieved through this procedure.

An applicant filing a grievance shall complete and submit this ESG Program Grievance Notice Form to the CSD Director within three (3) days of the NCG Review Meeting. Applicant shall receive a written response within ten (10) business days of the receipt of this form.

There are no administrative fees associated with filing this grievance.

When completed, submit this Grievance Notice Form via mail or email to the following. Add additional pages as needed.

Mr. James Green, Director  
Community Services Department  
810 Datura Street, First Floor  
West Palm Beach, Florida 33401  
[JGreen1@pbcgov.org](mailto:JGreen1@pbcgov.org)

Entity Filing Grievance:

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From which process was there an alleged deviation?

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Describe in detail the alleged deviation, including how applicant was directly affected.

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What remedy does the applicant seek?

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Authorized Agency Representative Name and Title

---

Agency Filing Grievance

---

Authorized Agency Representative Signature

---

Date

# EXHIBIT A: ESG SUB-RECIPIENT HOMELESS AND HOUSING ALLIANCE CERTIFICATION FORM

Background: The Palm Beach County Continuum of Care (CoC), Homeless and Housing Alliance (HHA), and the Division of Human and Veteran Services (DHVS), who serves as the COLLABORATIVE APPLICANT, is charged by the U.S. Department of Housing and Urban Development (HUD) to operate and administer CoC activities and to monitor recipients’ performance. To further CoC goals and to clarify expectations, HHA is describing ESG grant sub-recipient responsibilities in this document that shall be signed by an authorized representative of the grant recipient agency.

ESG grant sub-recipient is responsible for adhering to all requirements and obligations outlined by HUD. In the event that grant recipient responsibilities change, revisions will be made to this certification and will require a new signature.

Before applying for ESG funding, it is imperative that all project applicants read the Emergency Solutions Grants (ESG) Program Interim Regulations 24 CFR Part 91 and 576 as it provides the requirements for implementation and administration of the ESG Program.

Agency:	
Contact Person:	
Chosen HHA Committee(s):	

I have read and understand the Emergency Solutions Grants Program Interim Regulations and the expectations set forth in Attachment A of this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Attachment A

### HOMELESS & HOUSING ALLIANCE (HHA) INFORMATION

#### Committee Activities

- All sub-recipients must participate in at least 60% of general HHA meetings and 70% of at least one of the HHA Sub-Committee meetings in a 12-month period
- All sub-recipients must participate in at least one Sub-Committee
- All sub-recipients must present their ESG application(s) to the Non-Conflict Grant Review Committee for local review
- All sub-recipients must participate in the local coordinated assessment process, as approved by the HHA
- Sub-recipients are expected to support one (1) Committee(s) covered by grant activities as they achieve the following standards:
  - Meet minimum standards
    - HHA meetings & Sub-Committee Meetings
    - Participate in coordinated assessment
    - HMIS Entry
    - Follow Program Approved Standards (Coordinated Entry, ES, TH, PSH, RRH, Housing First, Housing-Focused Case Management)

#### HMIS Participation and Coverage

ESG grant sub-recipients must collect the following information on the persons served and services provided during the grant period and enter this information into PBC Homeless Management Information System (HMIS). Domestic violence service providers are prohibited from participation in HMIS but must demonstrate that they have a database comparable to an HMIS and are able to provide statistical information that does not compromise client privacy from that database upon request.

#### Universal Data Elements

Name  
Social Security Number  
Date of Birth  
Race  
Ethnicity  
Gender  
Veteran Status  
Disabling Condition  
Residence Prior to Project Entry  
Project Entry Date  
Project Exit Date  
Destination at Project Exit  
Personal ID  
Household ID  
Relationship to the Head of Household  
Client Location  
Length of Time on Street or in Emerg. Shelter

#### Program Specific Data Elements

Housing Status  
Income & Sources of Income  
Non-Cash Benefits  
Health Insurance  
Physical Disability  
Developmental Disability  
Chronic Health Condition  
HIV/AIDS  
Mental Health Problem  
Substance Abuse  
Domestic Violence  
Residential Move-In Date (Rapid Rehousing)  
Services Provided (Rapid Rehousing)  
Financial Assistance Provided (Rapid Rehousing)

## **Grant Performance & Reports**

- All sub-recipients must submit monthly ESG data to the DHVS.
- In the event that a sub-recipient can no longer administer their funds, the sub-recipient will consult the DHVS.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY***

# EXHIBIT B: LOGIC MODEL/EVALUATION PLAN TEMPLATE



**Page 1. Logic Model/Evaluation Plan**  
**ALL INFO MUST FIT ON THIS PAGE**



Agency Name	Program Name		
Problem Statement			
Program Goals			
ACTIVITIES	OUTPUTS	OUTCOME STATEMENT	OUTCOME INDICATOR
<p>The activities or interventions provided to the target population in order to achieve the outcome.</p>	<p>(1) The size and scope of the activities (interventions, treatments, workshops, classes, services, etc.) that result in a change in the participant (successful outcome).</p> <p>(2) Timeframe for completion of the activity.</p> <p>(3) Total # of participants provided the activity/intervention.</p>	<p>The qualitative statement of positive change in knowledge, attitude, skills, behavior, or condition of the participant(s) receiving the activity/intervention for the specified timeframe.</p> <p>The statement does not include numbers. <i>Example: Participants will live in stable, violence free housing.</i></p>	<p>The quantitative measure of the projected number/percentage of participants to achieve the outcome in the expected timeframe during the contract period.</p> <p><i>Enter the outcome indicator in the following format: Example: 25 out of 50 participants, or 50%, will live on stable, violence free housing upon exiting the program.</i></p>



Page 2 Logic Model/Evaluation Plan  
 ALL INFO MUST FIT ON THIS PAGE



Agency Name:	Program Name:	INTERNAL EVALUATION
<p><b>TRACKING</b></p> <p>Describe the process for tracking or documenting clients, from program entry to exit, that will be served by COSSAP funds. Describe how data is maintained. If a data management system is used include the name of the data system.</p>	<p><b>MEASURING</b></p> <p>(1) Describe the method (when, how, any requirements and/or exceptions) for measuring clients, beginning with baseline data when clients enter program, and additional measurement periods (example - quarterly, after 6 months, upon exiting program).</p> <p>(2) Enter name of the tool (survey, instrument, attendance log, case record, pre/post test, etc.) used to measure achievement of outcome.</p>	<p>Describe the agency's policy and procedure for the internal evaluation of the FAA program outcome including, but not limited to the following:</p> <p>(1) Title of the staff person(s) responsible for internal evaluation of the FAA program.</p> <p>(2) The frequency of internal evaluation</p> <p>(3) Determination if program is on track for achievement. The program must define the requirements for being on track. If not on track for achievement provide explanation and/or strategy for improving.</p> <p>(4) Attach a copy of the agency's internal evaluation policy procedure.</p>



# EXHIBIT C: EHRP ESG BUDGET TEMPLATE

Directions: Complete all sections. If additional line items are needed please add a line to the form. For Technical Assistance please contact Jade Greene (561)355-4777 Attachment 3

ORGANIZATION:		CONTACT NAME:													
PROGRAM:		TITLE:													
FY 2021 PALM BEACH COUNTY ESG		PHONE:													
A. PERSONNEL EXPENSES															
Salaries:															
(Position)	FTE	Annual Salary	% Alloc to Program	ESG Funding	% Alloc to Program	CDGB Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Match) to Program	% Alloc to Program	Other Funding (Please Specify)	Total
	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Fringe Benefits:</b>															
(Benefit)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Sub-Total Personnel</b>				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>B. OPERATING COSTS</b>															
1				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5				\$0		\$0		\$0		\$0		\$0		\$0	\$0
6				\$0		\$0		\$0		\$0		\$0		\$0	\$0
7				\$0		\$0		\$0		\$0		\$0		\$0	\$0
8				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Subtotal Operating Costs</b>				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>C. ADMINISTRATIVE COSTS</b>															
<b>TOTAL PROGRAM BUDGET</b>				\$0		\$0		\$0		\$0		\$0		\$0	\$0

## EXHIBIT D: HOUSING FIRST MODEL

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Housing First emerged as an alternative to the linear approach in which people experiencing homelessness were required to first participate in and graduate from short-term residential and treatment programs before obtaining permanent housing. In the linear approach, permanent housing was offered only after a person experiencing homelessness could demonstrate that they were “ready” for housing. By contrast, Housing First is premised on the following principles:

- 1) Homelessness is first and foremost a housing crisis and can be addressed through the provision of safe and affordable housing.
- 2) All people experiencing homelessness, regardless of their housing history and duration of homelessness, can achieve housing stability in permanent housing. Some may need very little support for a brief period of time, while others may need more intensive and long-term supports.
- 3) Everyone is “housing ready.” Sobriety, compliance in treatment, or even criminal histories are not necessary to succeed in housing. Rather, homelessness programs and housing providers must be “consumer ready.”
- 4) Many people experience improvements in quality of life, in the areas of health, mental health, substance use, and employment, as a result of achieving housing.
- 5) People experiencing homelessness have the right to self-determination and should be treated with dignity and respect.
- 6) The exact configuration of housing and services depends upon the needs and preferences of the population.

The core features of Housing First in the context of housing models are as follows:

- 1) *Few to no programmatic prerequisites to permanent housing entry* – People experiencing homelessness are offered permanent housing with no programmatic preconditions such as demonstration of sobriety, completion of alcohol or drug treatment, or agreeing to comply with a treatment regimen upon entry into the program.
- 2) *Low barrier admission policies* – Rapid Rehousing’s admissions policies are designed to “screen-in” rather than screen-out applicants with the greatest barriers to housing, such as having no or very low income, poor rental history and past evictions, or criminal histories.
- 3) *Rapid and streamlined entry into housing* – Many people experiencing chronic homelessness may experience anxiety and uncertainty during a lengthy housing application and approval process. In order to ameliorate this, Housing First models make efforts to help people experiencing homelessness move into housing as quickly as possible, streamlining application and approval processes, and reducing wait times.
- 4) *Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability* - Supportive services are proactively offered to help tenants achieve

and maintain housing stability, but tenants are not required to participate in services as a condition of tenancy. Techniques such as harm reduction and motivational interviewing may be useful. Harm reduction techniques can confront and mitigate the harms of drug and alcohol use through non-judgmental communication while motivational interviewing may be useful in helping households acquire and utilize new skills and information.

- 5) *Tenants have full rights, responsibilities, and legal protections* – The ultimate goal of the Housing First approach is to help people experiencing homelessness achieve long-term housing stability in *permanent* housing. Permanent housing is defined as housing where tenants have leases that confer the full rights, responsibilities, and legal protections under Federal, state, and local housing laws. Tenants are educated about their lease terms, given access to legal assistance, and encouraged to exercise their full legal rights and responsibilities. Landlords and providers in Housing First models abide by their legally defined roles and obligations. For instance, landlords and providers do not enter tenants’ apartments without tenants’ knowledge and permission except under legally-defined emergency circumstances. Many Housing First programs also have a tenant association or council to review program policies and provide feedback, and formal processes for tenants to submit suggestions or grievances.
- 6) *Practices and policies to prevent lease violations and evictions* – Housing First programs should incorporate practices and policies that prevent lease violations and evictions among tenants. For instance, program policies consistent with a Housing First approach do not consider alcohol or drug use in and of itself to be lease violations, unless such use results in disturbances to neighbors or is associated with illegal activity (e.g. selling illegal substances.) Housing First models may also have policies that give tenants some flexibility and recourse in the rent payment, which in many subsidized housing programs is 30% of the participant’s income. For example, rather than moving towards eviction proceedings due to missed rent payments, programs may allow tenants to enter into payment installment plans.

The Housing First model is based on overwhelming evidence that people experiencing homelessness can achieve stability in permanent housing if provided with the appropriate level of services. Study after study has shown that Housing First yields higher housing retention rates, drives significant reductions in the use of costly crisis services and institutions, and helps people achieve better health and social outcomes. Every client served in Housing First should be matched with a support team (Assertive Community Treatment Team, Veterans Housing First Team and/or Rapid Rehousing Team) comprised of psychiatrists, nurses, social workers, certified addictions counselors, employment specialists, and peer health specialists.

## **EXHIBIT E: RECOVERY CAPITAL INDEX ® (RCI)**

In fall 2019, Palm Beach County substance use disorder providers under contract the Southeast Florida Behavioral Health Network (SEFBHN) began administering the Recovery Capital Index® (RCI) to clients. The RCI provides a comprehensive picture of a person's whole wellbeing using an online, automated survey. The RCI is person-centered and scientifically validated to reliably measure addiction wellness and change regardless of treatment modality, intervention type, recovery pathway, or substance of use. The multidimensional framework aids personalized care models. The survey comprises 68 questions and is delivered every 30 days. Personal, social, and cultural capital are the primary domains with 22 secondary components. The RCI platform securely manages, tracks, and analyzes the data at individual and population levels, providing contextual and real-time insight to individual and program outcomes. To learn more about RCI, visit:

<https://www.wefacetogether.org/data/recovery-capital-index> and  
[https://drive.google.com/file/d/1t1LNgo0dbHdbuqbhjVI5mKm9DNZhUOX\\_/view?usp=sharing](https://drive.google.com/file/d/1t1LNgo0dbHdbuqbhjVI5mKm9DNZhUOX_/view?usp=sharing)  
[\[drive.google.com\]](https://drive.google.com).

Successful Applicants shall ensure that clients receive the Recovery Capital Index (RCI) at the required intervals. The RCI shall be used to provide a comprehensive recovery capital baseline; measure an individual's addiction wellness; track intervention effectiveness; and, also allow clinicians, peer coaches, and other care team members to follow individual progress in order to tailor intervention and support at any point in the continuum of care. The results of the instrument will be administered by the creator of the RCI, Face It Together, and shared with the successful Applicant.

## EXHIBIT F: PALM BEACH COUNTY REQUIRED INSURANCE

Prior to execution of this Agreement by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

**Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such a contract on a pre-loss basis.
- G. **Certificate(s) of Insurance** No later than the execution of this Agreement, AGENCY shall deliver to the COUNTY’S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- I. **Right to Review** 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

# **EXHIBIT G: PALM BEACH COUNTY COMMUNITY SERVICES DEPARTMENT STANDARD TERMS AND CONDITIONS FOR FEDERALLY FUNDED AGREEMENTS**

**\*\*The County may add or modify terms and conditions at time of Agreement at the sole discretion of the County.\*\***

## **SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Services. The AGENCY also agrees to provide deliverables, including reports. No changes in the Scope of Work and Services are to be conducted without the written approval of the 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.

## **ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for the Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for the Agreement; (3) the federal award or funding document for the Agreement; (4) the provisions of the Agreement; (5) all other documents, if any, cited herein or incorporated herein by reference.

## **AVAILABILITY OF FUNDS**

The obligations of the COUNTY under the Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under the CARES Act.

## **TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

### **AMENDMENTS TO FUNDING LEVELS**

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

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

### **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 the Agreement or due to the acts or omissions of AGENCY.

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

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

### **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.

### **PERSONNEL**

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

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

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

### **SUB-CONTRACTING**

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

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

## **NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into the Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

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

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its sub-contracts.

## **REMEDIES**

The 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 the 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 the Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

A. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The AGENCY, if prime sub-contracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

B. **AFFIRMATIVE STEPS** must include:

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

## **HIRING OF MECHANICS OR LABORERS**

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

## **AGENCY'S PROGRAMMATIC REQUIREMENTS**

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

- A. AGENCY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. The AGENCY will provide a final close out report and Financial Reconciliation Statement, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.
- B. The AGENCY shall submit quarterly the Cash Flow Commitment Statement along with the following financial statements:
  1. Statement of Cash Flows
  2. Statement of Activities
  3. Statement of Financial Position
- C. AGENCY shall be chartered or registered with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year and have provided services for at least six months. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses.
- D. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
- E. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- F. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
- G. AGENCY shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work are adhered to. By the tenth of each month, documentation of all monthly expenditures must be submitted to the DEPARTMENT for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other funders' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY

and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- G. Agencies receiving COUNTY funds to serve homeless agree to be an approved user in the community's Client Management Information System and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.
- H. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by the Agreement or as required by law.
- I. Disclosure of Incidents:

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

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

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

- J. AGENCY shall have an approved Succession Plan indicating how they will communicate to DEPARTMENT if Key Personnel of Senior Management plans to leave the AGENCY, and provide an action plan and timeline for replacement of these individuals.
- K. AGENCY shall notify DEPARTMENT through an Incident Notification Form within fourteen (14) business days of the following:

- a. Resignation/Termination of CEO, President and/or CFO
- b. Resignation/Termination of Key funded staff
- c. DEPARTMENT Funded Staff vacancy position over 90 days
- d. Loss of funding from another Funder that could impact service delivery
- e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages)
- f. Inability to have three (3) month's cash flow on hand
- g. Temporary interruption of service delivery due to emergency, natural or unnatural disaster
- h. Other incidents that may occur unexpectedly and are not covered above.

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

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

N. AGENCY Engagement

The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in the 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 the 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’s staff of any news release or media interview relating to the Agreement or the program funded under the Agreement so the coverage can be promoted using appropriate media channels; and
  - Place signage/LOGO in AGENCY’S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder; and
  - Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on AGENCY’S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>; and
  - Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.
- O. AGENCY should maintain in their file proof that clients served came through the Coordinated Entry System.
- P. AGENCY shall maintain its status as a member in good standing of the Palm Beach County Homeless and Housing Alliance (HHA). To qualify as a member in good standing of the HHA, AGENCY shall meet the HHA’s attendance requirements – 60 percent (%) attendance at the general HHA meetings and 70 percent (%) attendance at the sub-committee meetings, as defined in the HHA Bylaws, Article 3, Section 2, which can be found at [www.hhapbc.org](http://www.hhapbc.org).
- Q. AGENCIES that are not current members of HHA must join the HHA and attend the new member orientation within the first 3 months of Agreement and maintain a certificate of their completed training.
- R. AGENCY must enter all programmatic data into the Homeless Management Information System (HMIS).
- S. AGENCIES that are not currently using HMIS must attend HMIS training within one month of Agreement award.
- T. AGENCY programs must comply with HHA program standards, coordinated entry and prioritization process.
- U. AGENCY shall submit annually or on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

- V. AGENCY must comply with the information contained in Attachment 1 Certification Regarding Lobbying Byrd Anti-Lobbying Amendment and Certification Debarment and Suspension.
- W. AGENCY agrees to comply with all provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 24 CFR 576 Emergency Solutions Grants Program.
- X. AGENCY agrees to adhere to information included in the CSD COVID-19 Application for each client.

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 the Agreement and may result in termination of the Agreement.

### **ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of the Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

The AGENCY will provide a final close out report and Financial Reconciliation Statement, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

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

- a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager  
Palm Beach County Community Services Department  
810 Datura Street  
West Palm Beach, Florida 33401



Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at TEaton@pbcgov.org.

- d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.
- f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.
- g. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY, have appropriate internal controls, verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

### **CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

### **DRUG-FREE WORKPLACE**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

### **AMERICANS WITH DISABILITIES (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.

### **INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

### **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 the 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 the Agreement.

### **PUBLIC ENTITY CRIMES**

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

### **EXCUSABLE DELAYS**

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

AGENCY acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under the Agreement.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its sub-contractors fault or negligence, the Agreement Schedule and/or any other affected provision of the 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.

### **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 the Agreement.

### **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 the Agreement.

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

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

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

## **TERMINATION**

The 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 the 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 the Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

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

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

**SEVERABILITY**

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

**MODIFICATIONS OF WORK**

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

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Work Plan 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 a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

**NOTICES**

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

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

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

<<NAME & TITLE OF AGENCY CONTACT>>  
<<AGENCY>>  
<<ADDRESS>>  
<<CITY, STATE ZIP>>

**STANDARDS OF CONDUCT FOR EMPLOYEES**

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

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

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

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

### **SCRUTINIZED COMPANIES**

- A. As provided in section 287.135, Florida Statutes, by entering into the Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to 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, the 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 the Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and sub-agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to 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, the Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the 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.

## **PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under the 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 COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of the 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 THE AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

### **CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY'S employees, sub-contractors of AGENCY and employees of sub-contractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-201-1470 and R3015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

The Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY(IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its sub-contractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

### **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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

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

### **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

### **DISCRIMINATORY VENDOR LIST**

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

### **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 the Agreement.

### **FACILITIES/OFFICE SPACE**

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

810 Datura Street  
West Palm Beach, FL 33401

6415 Indiantown Road  
Jupiter, FL 33450

1440 Martin Luther King Boulevard  
Riviera Beach, FL 33404

1699 Wingfield Street  
Lake Worth, FL 33460

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

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

### **DEBARMENT AND SUSPENSION**

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

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

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

The AGENCY must comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **FEDERAL SYSTEM FOR AWARD MANAGEMENT**

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

### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

## **SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS**

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under the Agreement. The COUNTY shall hold the copyright to works produced or purchased under the Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

## **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY**

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

## **PROCUREMENT OF RECOVERED MATERIALS (Applicable To Goods Valued Above \$10,000)**

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

AGENCY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the AGENCY'S actions pertaining to the Agreement.

## **FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT**

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

## **REGULATIONS**

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

### **E-VERIFY - EMPLOYMENT ELIGIBILITY**

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

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

COUNTY shall terminate the 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 the 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 the 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.

### **COUNTERPARTS**

The 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.

### **ENTIRETY OF CONTRACTUAL AGREEMENT**

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

The COUNTY and the AGENCY both further agree that the 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 the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.