Palm Beach County Board of County Commissioners

NOTICE OF FUNDING OPPORTUNITY (NOFO)
INFORMATION GUIDANCE & APPLICATION PACKAGE

U.S. DEPARTMENT OF JUSTICE (DOJ)
COMPREHENSIVE OPIOID, STIMULANT, AND
SUBSTANCE ABUSE PROGRAM (COSSAP)
FY 2021 and FY 2022
November 1, 2020 through September 30, 2022

Release Date: Friday, June 26, 2020
Due Date: Friday, July 24, 2020
12:00 PM (Noon) EST

Palm Beach County (PBC) Board of County Commissioners (BCC)
Community Services Department
810 Datura Street Basement
West Palm Beach, Florida 33401
(561) 355-4700
SECTION I: GENERAL INFORMATION

INTRODUCTION

Palm Beach County Board of County Commissioners (BCC) Community Services Department (CSD), Office of Behavioral Health and Substance Use Disorders (OBHSUD) invites proposals from qualified entities to submit applications to provide a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) demonstration program. Applicants will demonstrate that providing Recovery Housing with other recovery support services for Clients with Substance Use Disorder (SUD) referred from the Palm Beach County Specialty Courts and Jails will help reduce opioid use and recidivism rates. Specific services will include housing stability and other recovery supportive services care coordination of these Clients through the use of the Recovery Housing Voucher and Recovery Support Services Funds.

BACKGROUND

In September 2019, the U.S. Department of Justice (DOJ) announced that Palm Beach County was selected to receive an award of $1,200,000 over three years in response to its application to provide the COSSAP demonstration program. COSSAP’s funds are to be used to develop, implement, or expand comprehensive programs to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, or other substances of abuse in order to reduce violent crime and drug abuse and enhance public safety while supporting victims. COSSAP was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation.

PROGRAM OVERVIEW

Palm Beach County recognizes the road to recovery for its community requires a coordinated network of community-based services that are person-centered and recovery-oriented, which build on the strengths and resiliencies of individuals, families, and communities to achieve and maintain abstinence. These services should also improve health, wellness, and quality of life for those with, or at risk of, alcohol and drug problems, most especially opioid use disorder. Best practice programming includes recovery support services that incorporate a full range of social, legal, and other resources that facilitate recovery and wellness, and work together to reduce or eliminate environmental and/or personal barriers to recovery.

Stable housing plays a vital role in a person’s road to recovery from SUD. The inability to afford housing costs and the possibility of eviction are stressors that often lead to the misuse of substances, including opioids, thus causing relapse and/or recidivism. Establishing recovery supports that may include housing, employment, treatment, social, and prevention services will help Clients achieve sobriety and remain out of the criminal justice system.

In Palm Beach County, COSSAP funding will be used to support a care coordinator/housing specialist assisting Clients in finding a recovery housing placement using the Recovery Housing Voucher. Recovery support services are provided by engagement with a peer recovery support specialist and
using the enhancement funding through the Recovery Support Services Funds. This intervention program will prioritize and expedite recovery support services to individuals at high risk for overdose. OBHSUD seeks to fund a comprehensive person-centered, recovery-oriented approach with the goal of ensuring housing stability to support persons involved with the criminal justice system who have a substance use disorder.

This demonstration program will focus on achieving housing stability given its key predictive value in achieving long-term recovery outcomes. The successful Applicant will participate and work closely with the County’s strategic government and community partners as well as its research partner, Florida Atlantic University (FAU) to define and measure housing stability standards, and other recovery support interventions in the recovery residence environment in order to determine their impact on long-term recovery outcomes.

**Sequential Intercept Model (SIM)**

Applicants shall adhere to the Sequential Intercept Model (SIM), developed by the National GAINS Center as a conceptual framework to assist communities in examining the interface between criminal justice and substance abuse/mental health systems to minimize involvement of people with substance use disorder in the justice system. The SIM organizes justice system involvement among five key points or intercepts that provide opportunities to divert individuals in the criminal justice process as early as possible. Through these diversions, the appropriate treatment supports will decrease the numbers of people entering or remaining in the justice system at each subsequent point. Using the SIM as a conceptual framework, the proposed project will target individuals at Intercept 3: Specialty Courts and Jail and Intercept 4: Re-entry. More details on SIM can be found here: [https://www.prainc.com/wpcontent/uploads/2018/06/PRA-SIM-Letter-Paper-2018.pdf](https://www.prainc.com/wpcontent/uploads/2018/06/PRA-SIM-Letter-Paper-2018.pdf).

**Intercept 3: Specialty Courts and Jails:**

Palm Beach County, through a collaborative effort with Palm Beach Sheriff’s Office (PBSO), Southeast Florida Behavioral Health Network (SEFBHN), The Recovery Research Network, Rebel Recovery and WellPath, LLC, has expanded access to Medication Assisted Treatment (MAT) with the goal of increasing engagement in these services among the pretrial and post-trial populations with an opioid use disorder (OUD) within and when leaving the Jail. MAT provides clinical services and recovery support with continuing services in the community for any incarcerated individual with a SUD. Services include not only MAT but also enhanced screenings and assessments, cognitive behavioral treatment, as well as evidence-based practices such as treatment for trauma informed and co-occurring issues, individual counseling and peer support groups. Certified Peer Specialists have been embedded at various intercept points to help educate and engage individuals in treatment and recovery support services, provide linkage to community-based services, harm reduction and transitional housing.
Under this initiative, qualifying participants entering a Palm Beach County Specialty Court (Adult Drug Court, Family Drug Court, Early Childhood Court) who are in need of housing and/or other recovery support services will be referred for to the Care Coordinator/Housing Specialist for program services. The Adult and Family Drug Court Programs are voluntary and are 12-month (minimum), three-phased approaches to substance abuse and/or co-occurring mental health treatment/stabilization. The Early Childhood Court is not a phased program. For more information about Palm Beach County Specialty Courts, visit:


**Intercept 4: Reentry**

For persons who are serving a prison sentence and enter the SAGO Palm Reentry Center, a medium-security facility located in Palm Beach County, linkages to community reentry service providers have been occurring under Palm Beach County's Regional and State Transitional Offender Reentry (RESTORE) Initiative. Clients from RESTORE who has a history of substance use and need stable housing and/or other recovery support services will be referred to the Care Coordinator/Housing Specialist.

**Housing**

Applicants shall work with Clients to select housing options within the recovery residence community that best fits the needs of the Clients receiving services. Applicants shall also work with Clients to identify other subsidized and more permanent housing. Applicants shall follow best practices and suggested guidelines for the chosen housing options.

**Recovery Housing**

Applicant programs shall utilize recovery residence housing that meet the standards provided within the Recovery Housing: Best Practices and Suggested Guidelines report, which is located on the Substance Abuse and Mental Health Services Administration (SAMHSA) website at https://www.samhsa.gov/sites/default/files/housing-best-practices-100819.pdf and which provides SAMHSA's official definition of recovery housing and identifies best practices for operating recovery housing. Applicant programs shall also seek to identify recovery residence provider(s) willing to supplement their existing services with additional recovery support services.

**Screening and Assessment**

In fall 2019, Palm Beach County SUD providers under contract 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:
Successful Applicants shall ensure that persons referred to the demonstration program shall 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 and FAU. Applicants shall also agree to participate in all aspects of FAU's data collection and evaluation.

**FUNDING AVAILABLE**

Recognizing that recovery housing is a key underpinning of reducing recidivism, up to 30 percent of available COSSAP federal funding per year will be used to address this ongoing need.

Funding available for Fiscal Years 2021 and 2022 is $476,960 annually. The funds will be distributed annually for each program component as follows:

- No more than $90,000 to be budgeted for personnel (Care Coordinator/Housing Specialist and Peer Recovery Support Specialist)
- $180,000 for Recovery Housing Vouchers
- $181,500 for a Recovery Support Services Fund

Applicants may allocate up to five (5) percent for administrative costs. Applicants must have the capacity to begin serving clients immediately and to operate on a cost reimbursement basis.

**ELIGIBILITY**

Qualified entities submitting applications for COSSAP funding must meet all statutory and regulatory requirements of CARA.

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.

Nonprofit 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.
- Demonstrate the capacity to serve clients immediately.
- Maintain contractual liability insurance as listed is Exhibit A, if awarded COSSAP funding.

[https://www.wefaceittogether.org/data/recovery-capital-index](https://www.wefaceittogether.org/data/recovery-capital-index) and [https://drive.google.com/file/d/1tLNGo0dbHdbqbjhVl5mKm9DNZhUOX_/view?usp=sharing](https://drive.google.com).
SECTION II: PROPOSAL SUBMISSION

Applicants shall submit their project application to OBHSUD, along with required support materials through the CSD NOFO submission website, located at:


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

Late applications will not be accepted.

Applicants must submit one application package to be considered for funding.

PUBLISH/RELEASE DATE

Friday, June 26, 2020

DEADLINE DATE

Applicants must submit their application packages to CSD NOFO submission website by 12:00 noon, Friday, July 24, 2020. Application packages must be submitted to: https://pbcc.samis.io/go/nofo/

TECHNICAL ASSISTANCE

OBHSUD will hold a Technical Assistance Workshop for Applicants from 10:00 am to 12:00 pm (noon) on Thursday, July 2, 2020 using WebEx (Online):

https://pbc-gov.webex.com/pbc-gov/onstage/g.php?MTID=ec02fa6bc1bf396f8c9032e9850c3434d

Members of the public who plan to attend the meeting in person are asked to please notify the OBHSUD, as soon as possible at JREID2NOFO@pbcgov.org or call 561-355-4679.

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, Basement Conference Room.

People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Basement Conference Room.

Anyone interested in additional information may contact OBHSUD by mail at 810 Datura Street, West Palm Beach, FL 33401, by email at JREID2NOFO@pbcgov.org, or by phone at 561-355-4679.

Also, those wishing to make public comments may contact Joanna Reid by sending her your comments via traditional mail to at 810 Datura Street, West Palm Beach, FL 33401, or email at JREID2NOFO@pbcgov.org.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.
In accordance with the Americans with Disabilities Act ("ADA"), persons with disabilities requiring accommodations in order to participate in this public meeting can contact JREID2NOFO@pbcgov.org no later than three (3) business days prior to such meeting.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-355-4679 or email JREID2NOFO@pbcgov.org at least five business days in advance. 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 JREID2NOFO@pbcgov.org. All questions and answers will be made available for the public to review at on the CSD website at:

http://discover.pbcgov.org/communityservices/SubstanceUseDisorders/Pages/default.aspx

OBHSUD 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 COSSAP application questions by email to OBHSUD is 12:00 pm (noon), Thursday, July 23, 2020, which is one (1) business day before the application submission deadline.

This NOFO Information Guidance is available at the following locations:

- http://discover.pbcgov.org/communityservices/SubstanceUseDisorders/Pages/default.aspx
- http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx

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

**ANTICIPATED SCHEDULE OF EVENTS**

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<th>DATE</th>
<th>ITEM</th>
<th>RESPONSIBLE</th>
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<tr>
<td>June 26, 2020</td>
<td>Publish/Release Date</td>
<td>CSD</td>
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<tr>
<td>July 2, 2020</td>
<td>Technical Assistance Meeting, 10:00 am to 12:00 pm, 810 Datura Street, Basement Conference Room</td>
<td>OBHSUD</td>
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<tr>
<td>July 23, 2020</td>
<td>Deadline to Submit Application Questions</td>
<td>Applicants</td>
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<td>July 24, 2020</td>
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<td>Applicants</td>
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<td>August 3, 2020</td>
<td>COSSAP NCG Review Meeting, 10:00 am to 12:00 pm, 810 Datura Street, Basement Conference Room</td>
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<td>August 12, 2020</td>
<td>Deadline to Submit a Grievance</td>
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<td>September 2, 2020</td>
<td>Final Day for Response to Grievance</td>
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<td>October 20, 2020</td>
<td>Contracts Approved by BCC</td>
<td>OBHSUD; BCC</td>
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<td>October 20, 2020</td>
<td>Estimated Date Cone of Silence Ends</td>
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<td>Estimated Start Date of Program</td>
<td>Applicants</td>
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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, COSSAP 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. Applicants are advised of the Lobbying "Cone of Silence" and 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 designated 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 Applicants’ representatives shall include but not be limited to Applicants’ employee, partner, officer, director or consultant, lobbyist, or any actual or potential sub-recipient or consultant of the Applicants’. 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 SERVICES

CONTACT PERSON

This NOFO is issued, as with any addenda, for BCC by CSD. The contact for all COSSAP application inquiries is Joanna Reid 561-355-4679 at Jreid2nofo@pbcgov.org.

TERMS OF SERVICE

COSSAP Program Funding Term: 12 months, automatically renewable for up to one additional 12-month period.
COSSAP Program Project State Date: November 1, 2020
COSSAP Program 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.
8. 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.

9. 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)).

10. Employment Eligibility
    Successful Applicants shall verify the employment eligibility of any individual hired under the

11. 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.

12. Report and Data Requirements
    Successful Applicants will be required to submit reports and data that measure the results of
the work done under the award. To demonstrate program progress and success, as well as to
assist DOJ in fulfilling its responsibilities under the Government Performance and Results Act
of 1993 (GPRA), Public Law 103–62, and the GPRA Modernization Act of 2010, Public Law 111–352,
successful Applicants will be required to provide performance data as part of regular
progress reporting.

13. 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 B - Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Exhibit C – DOJ CERTIFIED STANDARD ASSURANCES, which includes compliance with section 601 of the Civil Rights Act of 1964, as amended; and Exhibit D – Standard Terms and Conditions for Federally Funded Agreements. Additional terms and conditions will also be located at DOJ’s Office of Justice Programs webpage, Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards at https://www.ojp.gov/funding/explore/legal-overview-fy-2020-awards.

**SCOPE OF WORK**

Qualified entities are invited to submit applications to provide COSSAP-funded demonstration program services. Locally, COSSAP funding shall provide support for three demonstration program areas: Care Coordinator/Housing Specialist, Recovery Housing Voucher Program, and Recovery Support Services Fund. The three demonstration program components shall work collaboratively to support the recovery efforts of COSSAP clients. They shall be evidence-based practices, meet the standards within the Recovery Housing: Best Practices and Suggested Guidelines, adhere to the SIM framework and ensure that the RCI is administered to all clients served as part of the demonstration program.

**Care Coordinator/Housing Specialist:**

The Care Coordinator/Housing Specialist is the central point of contact for all clients entering the program. Below are the proposed, but not limited, responsibilities of the care coordinator/housing specialist:

- Work closely with Palm Beach County Specialty Courts and jail(s), as well as the SAGO Palm Reentry Center to receive referrals
- Ensure that Clients recovery support service needs are addressed (i.e employment, treatment, social supports) and referred to appropriate services as needed
- Manage the Recovery Housing Voucher and Recovery Support Services Fund
- Manage Client files and required documents
- Administer program assessment and update Individualized Service Plans (ISP) as needed
- Administer Recovery Capital Index (RCI) survey to each Client enrolled in the program as indicated on the tool
- Support FAU’s data collection efforts and provide data as required for reporting program deliverables and outcomes
- Participate in and contribute to the Recovery-Oriented System of Care (ROSC)

**Peer Specialist:**

The Peer Specialist provides additional support for Clients in the program. Below are the proposed, but not limited, responsibilities of the peer specialist:

- Peer support services are delivered by individuals who have common life experiences with the people they are serving and a unique capacity to help each other based on a shared affiliation and a deep understanding of this experience
Serves as a role model and mentor for recovery by using personal life experience to assist, achieve and maintain recovery.

Provides skill training on tasks related to recovery focused independent living such as self-empowerment, public transportation, housing applications, interviewing, and shopping.

Maintains accurate documentation in accordance with County, Department and program requirements.

**Requirements**

Completion of Florida Certified Recovery Support Specialist or a National Certified Peer Specialist.

**Recovery Housing Voucher Program**

Connection, support, sobriety, employment, and quality of life—these are all significant outcomes for people in recovery. Recovery, being unique to each person, warrants a range of housing options for Clients, whether they are transitioning from homelessness, a treatment facility, or even their own home. Continuums of affordable housing models from Housing First to recovery housing are invaluable to people in recovery in all walks of life.

The primary barrier to housing stability for Clients recovering from substance use is limited income. To address this barrier, Recovery Housing Voucher Program will offer financial assistance to cover housing expenses. Eligible expenditures include rental assistance at selected recovery housing settings. Vouchers must provide a time-limit, i.e. for six months or up to a year, that is necessary to enable clients to become stably housed in more permanent housing.

OBHSUD expects 46 Clients to receive the Recovery Housing Voucher (up to $3,900/Client)

Palm Beach County Specialty Courts or Jails shall refer Clients with Substance Use Disorder (SUD) to receive Recovery Housing Vouchers.

The Recovery Housing Voucher can only be used towards housing that have been certified by the Florida Association of Recovery Residences.

Other subsidized housing options must complete and pass the housing “Inspection Checklist”. This document must be in each Client file receiving housing assistance outside of the recovery residence community through this funding. The “Inspection Checklist” is located at:


**Recovery Support Services Fund**

The Recovery Support Services Fund will provide additional support to COSSAP program clients as they continue their recovery journey. Recovery support services are critical resources to support clients as they work to meet individualized goals in their Service Plans. These services may include payment of court fines and fees, driver’s license reinstatement, clothing and/or other personal items needed to secure and/or maintain employment.

Efforts to secure client supports from other sources shall be documented. Use of the Recovery Support Services Fund shall be directly linked to goals in the Clients’ Service Plans, which will indicate how items will help clients meet their goals.
The Recovery Support Services Fund shall address emergency and/or non-emergency needs. When used for emergency needs, funds shall help with immediate circumstances, but shall not be used on an ongoing basis. There shall be a documented plan to address the issue or circumstance longer-term. There is a spending cap of $1,500 per client per year.

Use of funds shall comply with 2 CFR 200 and all CSD criteria for funds as described in an awarded contract and any subsequent communication from the CSD.

**TARGET POPULATION**

The target population for COSSAP includes adults and families with opioid and other substance use disorders who are referred to the program though Palm Beach County’s criminal justice system. Preference is given to residents who reside in high-poverty areas.

**Required Outcome Indicators**

**Education**
- % of Clients enrolled in a training, educational, or vocation program while in the program.

**Employment**
- % of Clients who gained employment while in the program.
- % of Clients who remained employed at program completion.
- % of Clients who remained employed at least for 30 days, 60 days, and 90 days post program completion.

**Housing**
- % of Clients served for at least 60 days who are housed successfully.
- % of Clients served who remain in stable housing from housing placement to program completion.
- % of Clients who secure permanent housing.
- % of Clients who maintain stable housing for 30 days, 60 days, and 90 days post program completion.

**Justice System**
- % of Clients who have not receive a new law violation while in the program.
- % of Client who have not been arrested for 30 days, 60 days, and 90 days post program completion.

**Recovery Support Services**
- % of Clients served who remain engaged in recovery support services based on the completion of at least 1 service plan goal from program admission to quarter-end.
- % of Clients served who demonstrate an increase on the Recovery Capital Index (RCI) from admission to post program completion at intake, 30 days, 60 days, and 90 days.

**Wellness**
- % of Clients served who improved their overall physical and mental health wellness?

In addition to the outcomes listed above, Applicant is expected to provide additional data to the research partners at FAU as needed.
SECTION IV: FY 2020 COSSAP APPLICATION REVIEW PROCESS

The application review process is welcoming to persons with disabilities, persons who have experienced homelessness, and persons with limited English proficiency. If you need any accommodations, please contact 561.355.4679 or Reid2nofo@pbcgov.org.

- OBHSUD shall recruit COSSAP Non Conflict Grant (NCG) Review Committee members, prioritizing members who have served on similar committees in the past. COSSAP Review Committee members shall sign “no conflict of interest” and confidentiality statements.
- NCG Review Committee members shall be trained, as appropriate, and receive submitted applications.
- Submitted COSSAP applications shall be reviewed by OBHSUD to ensure COSSAP eligibility criteria are met.
- Accepted applications shall be reviewed, discussed and scored by the COSSAP NCG Review Committee.
- Preliminary scoring results are delivered to Applicants with a reminder about the grievance policy and appeals procedures.
- Funding recommendations are submitted to the BCC for final approval.

SECTION V: WHERE TO FIND THE COSSAP PROJECT DOCUMENTS YOU NEED

Timeline: Contained in this document

Applicants shall submit the following for each project:

1. Application Package

Visit CSD website to access the COSSAP NOFO:

- [http://discover.pbcgov.org/communityservices/SubstanceUseDisorders/Pages/default.aspx](http://discover.pbcgov.org/communityservices/SubstanceUseDisorders/Pages/default.aspx)
- [http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx](http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx)

2. Visit CSD Application Submission Website to access the COSSAP NOFO Application:

- [https://pbcc.samis.io/go/nofo/](https://pbcc.samis.io/go/nofo/)

3. Most recent audited financial statement

- Agencies’ finance office

4. DOJ 2020 COSSAP NOFA


5. COSSAP Resource Website

- [https://www.cossapresources.org/#COAPHOME](https://www.cossapresources.org/#COAPHOME)
6. COSSAP Authorizing Statutes

Subchapter XXXVIII—Comprehensive Opioid Abuse Grant Program


8. Sequential Intercept Model (SIM)


9. Recovery Capital Index (RCI)


RCI Survey: https://drive.google.com/file/d/1t1LNgo0dbHdbuqhhV15mKm9DNZhUOX_/view?usp=sharing [drive.google.com]

10. Housing Inspection Checklist


11. DOJ’s Office of Justice Programs webpage, Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards


SECTION VI: CONTENTS OF PROPOSALS AND INSTRUCTIONS

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

The deadline for application package submission is Friday, July 24, 2020 by 12:00 noon. Application Packages shall be submitted on the Palm Beach County, Community Services Department NOFO Application Submission Website:

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

Non Conflict Grant Review Committee meeting is scheduled to take place on Monday, August 3, 2020 at 10:00 am to 12:00 pm (noon) using WebEx (Online):

https://pbc.gov.webex.com/pbc-gov/onstage/g.php?MTID=e8f23e2c5ae2c728a40dec2d7af4bfc62
Members of the public who plan to attend the meeting in person are asked to please notify the OBHSUD, as soon as possible at JREID2NOFO@pbcgov.org or call 561-355-4679.

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, Basement Conference Room.

People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Basement Conference Room.

Anyone interested in additional information may contact OBHSUD by mail at 810 Datura Street, West Palm Beach, FL 33401, by email at JREID2NOFO@pbcgov.org, or by phone at 561-355-4679.

Also, those wishing to make public comments may contact Joanna Reid by sending her your comments via traditional mail to at 810 Datura Street, West Palm Beach, FL 33401, or email at JREID2NOFO@pbcgov.org.

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

In accordance with the Americans with Disabilities Act (“ADA”), persons with disabilities requiring accommodations in order to participate in this public meeting can contact JREID2NOFO@pbcgov.org no later than three (3) business days prior to such meeting.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call 561-355-4679 or email JREID2NOFO@pbcgov.org at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

Project Scoring:
- Overall project scoring will be based on average of total points on which projects are eligible to be scored.

**NOTE: Unified Grant Guidance**
COSSAP Grant Recipients will be required to comply with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

**2020 COSSAP APPLICATION**

1. **Project Design and Implementation (40 points)**

Applicants should provide a description of how they will complete the required activities, including:

1) Describe how the proposed project addresses one or more of the allowable uses and describe, in detail, how the project will be implemented.
2) Describe the implementation of the proposed evidence-based recovery housing model for the population of focus.
3) Describe the deliverables to be produced.
4) Describe services for the reentry population provided post-release and how sustainability will be ensured (i.e. recidivism prevention, housing stability, relapse prevention).
5) If the proposed project involves serving children impacted by substance abuse, describe the types of services to be provided.

6) If the proposed project involves supporting peer recovery services, describe the type of peer training offered (formal/informal); the type of training certification peers will possess; the peer supervision structure; and the manner in which peer support services will be evaluated and measured.

II. Capabilities and Competencies (25 points)

7) Describe current experience and successes working with population of focus in the (Recovery-Oriented System of Care (ROSC) environment.

8) Describe the management structure and staffing, specifically identifying the key person (or people) responsible for carrying out program or project activities. Demonstrate the capability to implement the project successfully.

9) Identify each partner agency that has demonstrated commitment to this effort via an interagency agreement or letter of support. Discuss any previous collaboration that occurred that will help to achieve the objectives. Explain existing partnership agreements.

10) Please provide a breakdown of Applicant staff by race and ethnicity.

III. Plan for Collecting the Data Required for this Solicitation’s Performance Measures (20 points)

11) Describe who will be responsible for collecting and reporting the required performance measures and how data will be collected.

12) List any additional performance metrics that will be used to assess the project’s effectiveness and the process for collecting the information, including who will be responsible and how data will be collected.

13) Discuss how collaboration with the program’s research partner, Florida Atlantic University, will be ensured.

IV. Budget (15 points)

14) Use the COSSAP Budget Template to submit a budget that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities.)

Note: This funding opportunity does not include start up and administrative dollars.

In addition to the unallowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

A. Prizes, rewards, entertainment, trinkets, or any other monetary incentives
B. Client stipends
C. Gift cards
D. Purchase vehicles
E. Food and beverages

15) Provide a budget narrative that demonstrates how the Applicant will maximize cost effectiveness of grant expenditures. Demonstrate cost effectiveness in relation to potential alternatives and the objectives of the project.

16) Submit a line item budget for the Total Agency Budget, including other funding sources.
- Personnel
- Fringe Benefits
- Travel
- Equipment
- Supplies
- Contractual
- Other (Identify)

17) Submit the most recent Audit Report.

18) Use the COSSAP 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).
## SECTION VII: COSSAP BUDGET TEMPLATE

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Proposed</th>
<th>Actual</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program 1: Infrastructure</td>
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<tr>
<td>Item 1</td>
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<td>Item 2</td>
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<tr>
<td>Program 2: Housing</td>
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<td>Item 3</td>
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<td>Item 4</td>
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<td>Program 3: Health</td>
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<td>Item 5</td>
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<td>Item 6</td>
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</tbody>
</table>

**TOTAL PROGRAM FUNDING:** $10,000

**Admin & General Expenses**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Proposed</th>
<th>Actual</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
<td></td>
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<td></td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Travel</td>
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</tbody>
</table>

**TOTAL ADMIN & GENERAL EXPENSES:** $2,000

**TOTAL FUNDING:** $12,000
## SECTION VIII: COSSAP LOGIC MODEL/EVALUATION PLAN TEMPLATE

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>OUTCOMES</th>
<th>OUTCOME INDICATOR</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### Outcome Statement
- The outcome statement should describe the expected change in the population resulting from the intervention.
- Examples: improved health, increased participation, reduced crime rates.

### Outcome Indicators
- Indicators are specific measures that help determine if the outcome has been achieved.
- Examples: number of participants, percentage of improvement.

### Program Goals
- Program goals are the overarching objectives of the program.
- Examples: increased literacy, reduced poverty.

### Program Name
- The name of the program is the title of the project.

### Agency Name
- The agency responsible for implementing the program.

### Community Services
- This section outlines the community services provided by the program.
- Examples: health clinics, educational programs, job training.

### Activities
- The activities are the specific actions taken to achieve the program goals.
- Examples: workshops, training sessions, community meetings.

### Outputs
- Outputs are the direct products or services generated by the program.
- Examples: reports, tools, materials.

### Notes
- Additional notes or information related to the program.

---

This template is designed to facilitate the creation of a logic model and evaluation plan. It provides a structured approach to outlining the program's objectives, activities, and expected outcomes.
### Logic Model/Evaluation Plan

**All info must fit on this page**

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Program Name:</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Tracking</th>
<th>Measuring</th>
<th>Internal Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>[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).</td>
<td>[1] Describe the agency's policy and procedure for the internal evaluation of the FAA program outcome including, but not limited to the following:</td>
</tr>
<tr>
<td></td>
<td>[2] Name of the tool(s) (survey, instrument, attendance log, case record, pre/post test, etc.) used to measure achievement of outcome.</td>
<td>[2] Title of the staff person(s) responsible for internal evaluation of the FAA program.</td>
</tr>
<tr>
<td></td>
<td>[4] 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.</td>
<td>[4] Determination if program is on track for achievement.</td>
</tr>
<tr>
<td></td>
<td>[5] Attach a copy of the agency's internal evaluation policy procedure.</td>
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</tbody>
</table>
SECTION IX: COSSAP APPLICANT GRIEVANCE NOTICE FORM

Palm Beach County Board of County Commissioners
Community Services Department
COSSAP Applicant Grievance Notice Form

Grievances may be submitted by a COSSAP 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 COSSAP Grievance Notice Form to the CSD Director within five (5) business days of the NCG Review Meeting. Applicant shall receive a written response within fifteen (15) 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

Entity Filing Grievance: ________________________________________________________________

From which process was there an alleged deviation?

____________________________________________________________________________________

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

____________________________________________________________________________________

What remedy does the Applicant seek?

____________________________________________________________________________________

Authorized Agency Representative Name and Title

Agency Filing Grievance

Authorized Agency Representative Signature

Date
SECTION X: COSSAP DEFINITIONS

Assurances – By submitting your application, you provide assurances that, if selected to receive an award, you will comply with U.S. statutory and public policy requirements, including, but not limited to civil rights requirements.

Authorized Organization Representative (AOR) – Person authorized to submit applications on behalf of the organization.

Centralized or Coordinated Assessment System – A centralized or coordinated process designed to coordinate client intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Client – An individual (including an unaccompanied youth) or family who is assisted with program funds.

Coordinated Entry – Coordinated entry processes are necessary components of a high functioning crisis response system and must be developed intentionally to incorporate youth. The coordinated community plan must address how the CoC will ensure that the coordinated entry process is youth-appropriate.

Eligible Applicant – Private nonprofit organization, state, local government, or instrumentality of state and local government.

Eligibility Requirements – Mandatory requirements for an application to be eligible for funding.

Equity – Research has found significant racial and ethnic disparities in rates of homelessness. Specifically, black and Native American persons experience homelessness at disproportionately higher rates compared to other races. Community efforts to prevent and end homelessness should consider and address racial inequities to successfully achieve positive outcomes for all persons experiencing homelessness. The coordinated community plan must address how the community is measuring and considering racial inequities and other disparities in the risks for, and experiences of homelessness in the community, consistent with fair housing and civil rights requirements.

High-Poverty Area – Any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau. The census tract is located here: https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/

Housing First – A model of assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions (such as sobriety or a minimum income threshold). Transitional housing and supportive service only projects are considered to be using a Housing First model for the purposes of this NOFA if they operate with low-barriers, work to quickly move people into permanent housing, do not require participation in supportive services, and, for transitional housing projects, do not require any preconditions for moving into the transitional housing (e.g., sobriety or minimum income threshold).
Other Subsidize Housing Options - Housing that is outside of FARR certified Recovery Residences. These may include, but not limited to single/family housing options.

Personally identifiable information (PII) – Information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. For more detail, refer to 2 CFR 200.79.

Private Nonprofit Organization – An organization:

- That no part of the net earnings is inured to the benefit of any member, founder, contributor or individual;
- That has a voluntary board;
- Which has a functioning accounting system that is operated in accordance with generally accepted accounting principles (GAAP), or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with GAAP; and
- That practices nondiscrimination in the provision of assistance.

A private nonprofit organization does not include governmental organizations, such as public housing agencies.

Recovery Housing – An intervention that is specifically designed to address the recovering person’s need for a safe and healthy living environment while supplying the requisite recovery and peer supports.

Recovery Support Services - Services that are intended to support the Client during their recovery. Services may include but not limited to: job placement, transportation, career development, education support, and training.

Threshold Requirement – Threshold requirements are a type of eligibility requirement. Threshold requirements must be met for an application to be reviewed; are not curable, except for documentation of Applicant eligibility.

Trauma Informed Care (TIC) Model – An approach that recognizes the widespread impact of trauma and understands potential paths for recovery, recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system, responds by fully integrating knowledge about trauma into policies, procedures, and practices and seeks to actively resist re-traumatization. TIC models generally include a focus on the following: Safety; Trustworthiness and Transparency; Peer Support; Collaboration and Mutuality; Empowerment; Voice and Choice; and Cultural, Historical and Gender Issues.
EXHIBIT A: INSURANCE

Prior to execution of the 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 the 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.

B. **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.

C. **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.

D. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **$1,000,000** Each 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 the 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 the 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.

E. **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.

F. **Certificate(s) of Insurance** No later than the execution of the 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 the 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: Office of Behavioral Health and Substance Use Disorders

G. **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.

H. **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 the 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 B: DOJ CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice (“Department”) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant’s request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities” in accordance with its (and any DOJ awarding agency’s) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement
or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of the employee’s conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department’s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.
EXHIBIT C: DOJ CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may...
include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department’s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.
EXHIBIT D: STANDARD TERMS AND CONDITIONS FOR FEDERALLY FUNDED AGREEMENTS

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, as specified in Article 18. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The agency receiving funds must be an agency within Palm Beach County and the AGENCY’s services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

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, including Exhibit A; and (5) all other documents, if any, cited herein or incorporated herein by reference.

PAYMENTS

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth for services rendered toward the completion of the Scope of Work.

All requests for payments of the agreement shall include the following:

1. An original cover memo on AGENCY letterhead signed by an Authorized Agency Representative
2. A properly completed and signed Monthly Status Report
3. A properly completed and signed Monthly Invoice and Match Report
4. A properly completed and signed Monthly Expenditure Report

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to the agreement no later than June 30th of each fiscal year. Any amounts not submitted by June 30, 2019 shall remain the COUNTY’s and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to the agreement will be reviewed and approved by the COUNTY’s representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative’s approval. Any payment due by COUNTY under the terms of the agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

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

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

**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 U.S. Department of Justice.

**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**

To the extent permitted by law, 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. 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 (MUST INCLUDE IN FEDERAL CONTRACT IN EXCESS OF $100,000!)**

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 as set forth, 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 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. Outcomes will be reviewed on a monthly basis and reported. The DEPARTMENT staff will utilize and review other funders’ licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

G. Agencies receiving COUNTY funds to serve homeless agree to be an approved user in the community’s Client Management Information System and to execute the necessary Partner and User Contracts and shall fully comply with the terms and conditions as set forth in these documents, unless otherwise directed by the DEPARTMENT.

H. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by 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 Process and follow up with 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.

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 Sub-Award Data, 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.

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 as set forth, 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 extend 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, 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:

Office of Behavioral Health and Substance Use Disorders
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 Office of Behavioral Health and Substance Use Disorders and Financial Analyst at teaton@pbcgov.org.
d. The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

e. The audit is due within (9) months after the end of the AGENCY’s fiscal year.

f. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

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

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 sections 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.
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 base, 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 U.S. Department of Justice is suspended, the agreement shall be suspended, and in the event the grant to the COUNTY is terminated, the agreement shall be terminated, with such suspension or termination effective on the date the U.S. Department of Justice notices 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 Scope of Work affected by a contemplated change, pending the COUNTY’s decision to proceed with the change.

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

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:

Office of Behavioral Health and Substance Use Disorders
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 sections 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 sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the agreement may be terminated at the option of the COUNTY.

B. **When contract value is greater than $1 million:** As provided in sections 287.135, Florida Statutes, by entering into 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 sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, 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 sections 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.

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.

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) 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 while the agreement is valid and throughout the period of any contract that may arise from the agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

**FEDERAL SYSTEM FOR AWARD MANAGEMENT**

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

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (MUST INCLUDE IN FEDERAL CONTRACT EXCEEDING $100,000!)**

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

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 – 247.17, 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. 38 (Administrative Remedies for False Claims and Statements) applies to the AGENCY’s actions pertaining to the agreement. (31 U.S.C. Chapter 38).

FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act 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).

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.