

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2010 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department

Submitted By: Community ServicesSubmitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion: Staff recommends motion to approve: Contract for Provision of Financial Assistance with 211 Palm Beach Treasure Coast Inc., for the period October 1, 2010 through September 30, 2011, in an amount not to exceed \$45,707 for Supportive Services to homeless persons.

Summary: 211 Palm Beach Treasure Coast Inc. will provide homeless individuals access to a toll free Homeless Helpline and an Intake Worker 24 hours per day, 7 days per week for 365 days per year. The intake worker screens appropriate referrals for the Homeless Outreach Teams (HOT), accesses other available resources and enters all data into the Client Management Information System (CMIS), a centralized computer database. The Homeless Helpline will work in conjunction with the 211 Information System. Payment is based on a unit cost and the estimated number of appointments scheduled for the HOT. A total of \$45,707 in County funds are included in the FY 2011 budget. County obligations under this contract are subject to budget approval. (Human Services) Countywide (TKF)

Background and Justification: Palm Beach County Continuum of Care Collaborative (CoC) was developed to increase the effectiveness of service delivery to homeless individuals and families in order for them to gain or regain economic independence. To meet this goal, an initial entry point into the CoC was needed. Thus, 211 as the Homeless Helpline, will provide this central point of contact into the homeless delivery system. Since 2002, 211 Palm Beach Treasure Coast Inc. has partnered with the County in the provision of services to the homeless through a toll free helpline as central point of entry to access a variety of services. This contract continues the funding for this provision of services which has been renewed annually for the past eight (8) years.

Attachments:

Contract for Provision of Financial Assistance with 211 Palm Beach Treasure Coast Inc.

Recommended by:

Department Director

8/23/10
Date

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--|-----------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>45,707</u> | _____ | _____ | _____ | _____ |
| External Revenue | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>\$45,707</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTS POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Proposed Budget: Yes X No
 Budget Account No.: Fund 0001 Dept. 148 Unit 1331 Obj. 3401
 Program Code HS11 Program Code: FY11

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Taruna Malhotra
 Departmental Fiscal Review: 8/20/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 OFMB 8/26/10 8/25/10

[Signature] 8/30/10
 Contract Administration

B. Legal Sufficiency:

[Signature] 8/31/10
 Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and 211 Palm Beach/Treasure Coast, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 23-7153017.

Whereas the AGENCY has proposed providing Supportive Services for homeless individuals; and

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

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "C." No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2010 and complete services on September 30, 2011.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Forty-Five Thousand Seven Hundred Seven Dollars (\$45,707). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "C." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "C." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit E) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit D).
3. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D] will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.
6. Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of .25% where applicable; to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2011. Any amounts not submitted by September 30, 2011, 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. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

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

ARTICLE 4 - AVAILABILITY OF FUNDS

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

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. 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 Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may

be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.

- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.
- E. **Additional Insured** The 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, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice

of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.

- G. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages 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 mailing address for the certificate of insurance is:

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

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - 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 further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, 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.

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 under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry, gender identity and expression.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. 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.

ARTICLE 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's 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 contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2011. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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 shall provide the COUNTY with an annual financial audit report. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: Division of Human Services Grant Coordinator
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

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, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the AGENCY'S fiscal year.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, 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 contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section

125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 14 - DRUG-FREE WORKPLACE

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 15 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors 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 F.S. 287.133(3)(a).

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - EXCUSABLE DELAYS

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

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

ARTICLE 19- DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the

COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

Notwithstanding any other provision in this Contract, 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 Ordinance 2009-049, as may be amended.

ARTICLE 20 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 21 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Claudia H, Tuck, Director
Division of Human Services
810 Datura Street Suite 350
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Susan Buza, Executive Director
211 Palm Beach/Treasure Coast, Inc.
P. O. Box 3588
Lantana, Florida 33465-3588

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "C"), this Contract shall control.

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Burt Aaronson, Chair

WITNESS:

AGENCY:

Jennifer Weldon
Signature

211 Palm Beach/Treasure Coast, Inc.
AGENCY's Name Typed

Jennifer Weldon
Name Typed

BY: Susan H. Buza
Signature

23-7153017
AGENCY's Federal ID Number

Susan Buza
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: Channell Wilkins
Channell Wilkins, Director
Community Services

SCOPE OF WORK

DESCRIPTION OF SUPPORTIVE SERVICES FOR: 211 PALM BEACH/TREASURE COAST

Palm Beach County Continuum of Care Collaborative (CoC) was developed to increase the effectiveness of service delivery to homeless individuals and families in order for them to gain or regain economic independence. To meet this goal, an initial entry point into the Continuum of Care is needed. Thus, 211 Palm Beach/Treasure Coast as the Homeless Helpline will provide this central point of contact into the homeless service delivery system. Also, data collection can begin at this entry point and can reduce the need for clients to repeat basic information as they move through the Continuum. An additional benefit will be to identify those calls where homelessness is not an issue and make the appropriate referrals to community agencies.

Attached is the Supportive Services Proposal submitted by 211 Palm Beach/Treasure Coast (211) (**Exhibit B**).

211 agrees on a 24 hour basis, 365 days a year to assist homeless individuals and families in need by:

- < screening for eligibility
- < providing information and referrals
- < scheduling appointments for the Homeless Outreach Teams
- < completing data collection
- < providing community education
- < obtaining input from homeless individuals toward service improvement

Each component includes but is not limited to the following:

A. Screening:

1. Determine if caller meets HUD's definition of homelessness and/or chronic homelessness
2. Determine if there are any outstanding warrants. If yes, advise warrant check will be made
3. Determine location of individual at time of call (zip code at the minimum)
4. Determine Individual or Family
5. Determine Veteran Status
6. Determine if caller is being referred from a Psychiatric Facility or Hospital because of medication needs over the weekend. **No** appointments are to be scheduled from these facilities on a **Friday**.
7. Determine if caller is involved in a domestic dispute and refer to appropriate services.
8. Determine source of referral
9. Determine caller's ability to perform activities of daily living such as feed, bath, ambulate and take their own medications.
10. Determine caller's ability and willingness to work

11. Determine willingness to submit to drug screening.
12. Determine appropriateness of call for homeless services. For example, if the caller is an older adult or disabled adult who has been put out of his/her residence and is unable to complete activities of daily living (despite meeting definition of homelessness), caller should be referred to Abuse Registry for Adult Protective Services as the most appropriate service alternative.

B. Information:

1. Refer to appropriate agency when caller does not meet HUD's definition of homelessness.
2. Refer any caller unable to perform Activities of Daily Living to Department of Children and Families, Adult Economic Services for ALF placement if caller receives benefits; and to Division of Human Services Assisted Living Facility Program if there are no benefits.
3. Refer any caller with an outstanding warrant to appropriate court system. Advise if accept appointment with HOT, a warrant check will be completed and law enforcement will be notified of caller's appointment date, time and location.
4. Refer callers involved in domestic dispute to appropriate resources.
5. Refer homeless families to appropriate homeless shelters.
6. Inform all callers a drug screen will be required for those scheduled for a HOT appointment

C. Schedule Appointments for Homeless Outreach Teams for single Homeless Individuals:

1. Schedule individuals meeting HUD's definition of homelessness with Homeless Outreach Team. For callers located in the North, schedule at 1150 45th Street W.P.B and those located in the South at 1250 Southwinds Drive Lantana. For those callers who are unable to reach either of those offices, schedule one of the HOT's to pick up the caller first thing in the AM at a designated location to be transported to closest office. (Dividing line is Forest Hill)
2. Schedule **NO** appointments on **Friday** if caller or referral source is located at a Psychiatric Facility or Hospital.
3. Schedule **NO** appointments if a caller is **unable to meet** his/her own Activities of Daily Living.
4. Schedule appointments according to Division of Human Services Recidivism Policy.

D. Data Collection:

1. Collect basic data identified in Agency Partnership Agreement.
2. Collect unduplicated data monthly.

E. Community Education:

1. Educate community service providers of the availability of the Homeless Helpline by calling 211.
2. Educate the public about the availability of the Homeless Helpline and Homeless Services in conjunction with other related community education.

Exhibit A2

3. Maintain communication and coordination with members of CoC by attending the monthly Homeless and Housing Alliance Meetings and/or the monthly Service Provider meetings.

F. Community Input

211 will participate in or convene focus groups of consumers of homeless related services toward obtaining input regarding their experiences related to 211 services as a quality assurance measure. Based on the input, 211's Homeless Helpline service will take corrective action whenever appropriate and possible.

PROJECT DELIVERABLES:

1. Submit daily a schedule of appointments to Homeless Outreach Services Program Office by no later than 3PM the day prior to appointments.
2. Submit reports regarding demographics and volume as requested by Grant Coordinator.

PROJECT OUTCOME MEASURES:

1. No more than 8% of the scheduled appointments will result in an individual being determined ineligible.
2. No more than 3 complaint calls per quarter will be received by the Division of Human Services Administration regarding Helpline accessibility and responsiveness.

MONITORING / REPORTING:

A monthly desk audit will be completed by the County to determine programmatic and fiscal compliance.

Annual on site monitoring will be completed by the County to include direct observation of the intake and screening process as well review of Client Management Information System input.

BILLINGS / PAYMENTS:

By the tenth of each month, submit **Exhibit D** listing the individual appointments scheduled by a unique identification number times the unit rate of service based on \$28.64 per appointment along with **Exhibit E** certifying the information.

All invoice billings for services relative to this agreement must be submitted to Human Services by September 30, 2011.

211 PALM BEACH/TREASURE COAST 2010-2011 Proposal

BACKGROUND: 211 Palm Beach/Treasure Coast, a private non-profit agency which has been in operation since 1971, has as its mission **to assist people by providing crisis intervention, information, assessment and referral to community services and by providing infrastructure support to the health and human service delivery system.** 211 operates a 24 hour per day/365 day per year telephone helpline/hotline service, responding to over 160,000 callers during the 2009 calendar year, providing an average of 612 hours of service availability each week.

Services provided center on the following four levels:

- Information: Limited response to a request for non-complex information
- Assessment and Referral: Detailed response to an expressed need for a community service. This may involve needs assessment and evaluation of appropriate resources. In addition to the agency name, telephone number and address, the program description, eligibility criteria and application process may be explained. Generally, in order to allow for caller choice, information is given on three service providers, when appropriate and available.
- Referral and Linkage: Active linkage to the needed service, upon caller request or upon affirmative response by the caller when linkage is offered.
- Referral, Linkage and Advocacy: Assistance in accessing services or in locating alternative resources when there is a lack of capacity to “navigate the system of services” for any variety of reasons or when services are unavailable or inadequately being met.

In addition to the above listed levels of assessment and referral services, 211 Palm Beach/Treasure Coast provides crisis intervention and counseling services via the telephone utilizing active listening and non-directive counseling techniques. These skills and services often come into use in the delivery of the above outlined levels of information and referral services.

In support of the agency’s role, 211 collects and maintains information on available health and human services within the county and makes this information available over the telephone; via the Internet; on disk; and through three hard copy directories. Currently, there are over 1,200 agencies and 3,274 programs in the continuously updated database. In addition, 211 has an extensive training program required of all paid and volunteer staff who have client/customer contact.

211 Palm Beach/Treasure Coast has been designated as the system administrator for the internet based client information collection and sharing system, using ServicePoint software and called the Client Management Information System (CMIS). This effort is an upgrade and expansion of the DOS based Client Service Network which has been administered by United Way and served this function over the past ten years. 211’s I&R staff have been trained in the use of this system and are full system users.

Exhibit B1

ACTIVITIES: 211 Palm Beach/Treasure Coast, Inc agrees to provide all levels of service as outlined earlier to callers who are homeless or at risk of homelessness. The 211 Resource Center Specialists will provide a screening of the caller's situation to determine the breadth of service needs. 211's comprehensive database will be utilized to refer clients to appropriate services that are in a position to address and ameliorate the caller's homeless condition. Further 211's Resource Center Specialists will utilize active listening skills to assure the caller that his/her issues and feelings are really being heard and understood by someone who cares and that this is a resource that can be called upon any time for any issue.

In support of the Homeless Outreach Team of the Palm Beach County Human Services Division, The Center's I&R staff will be available 24 hours per day 365 days per year to receive calls from individuals who are homeless or at risk of homelessness and for those individuals who are screened and found to be appropriate for services via the Homeless Outreach Team an appointment will be set with the Team. Necessary information, as prescribed by the Human Services Division, will be collected and input into the Client Management Information System (CMIS) which the staff of the Homeless Outreach Team can access, thereby beginning the initial client record and avoiding duplication of data provision by the caller and data collection by the Team member. In addition, the CMIS will be accessed by 211's I&R staff to review the caller's past experience with the system of care and serve to further substantiate the caller's appropriateness for the services of the Homeless Outreach Team.

All Resource Center Specialists paid and volunteer receive ongoing training in relation to the protocols required by Palm Beach County Human Services Division and will have access to the calendar in order to accomplish scheduling of those callers who are appropriate.

2-1-1, the easy to remember three digit dialing code, is marketed in the community as "the number" to call if you are homeless or at risk of homelessness and wish to access services. The existing 1-800 Homeless Hotline number will continue as another access number to the helpline. Marketing will be determined by the staff of Palm Beach County Human Services Division, based on available resources.

INTENDED RESULTS: It is intended that those individuals who are homeless or at risk of homelessness will:

- have access to quality, comprehensive information and referral services 24 hours per day 365 days per year;
- receive support and assessment;
- obtain information and referral services;
- be efficiently scheduled to meet with the Homeless Outreach Team, as appropriate;
- have necessary demographic information collected via the CMIS; and
- have their appointment time and date provided to the Homeless Outreach Team.

Exhibit B2

Further, in this role 211 will serve as one of the major collectors of data on needs both met and unmet of individuals in Palm Beach County who are homeless or at risk of homelessness.

REPORTING: 211 Palm Beach/Treasure Coast will collect appropriate client demographic data on all callers accessing 2-1-1 who are homeless or at risk of homelessness, as we do with all populations we serve. Monthly reports including the following actual elements will be provided on:

- Number of calls screened for scheduling
- Number of appointments scheduled

211 PALM BEACH/TREASURE COAST

2-1-1 Homeless HelpLine Service

CONTRACT
FOR
October 1, 2010 - September 30, 2011

BUDGET INFORMATION

Service:

Screening and Scheduling of Appointments to Homeless Outreach Program
Office

Unit of Service:

An appointment scheduled

Total Units to be Provided during the Contract Period: 1,596

Cost per Unit: \$ 28.64

Total Cost: \$45,707

211 PALM BEACH/TREASURE COAST

SCHEDULE OF PAYMENT

| CLIENT NAME | UNIQUE IDENTIFICATION NUMBER | DATE OF CALL | DATE OF APPOINTMENT SCHEDULED |
|-------------|---------------------------------|--------------|-------------------------------------|
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TOTAL UNITS OF SERVICE: _____

YEAR TO DATE: _____

COST OF UNITS X \$28.64: \$ _____

YEAR TO DATE COSTS: \$ _____

Signature

Title

Date

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

This 'Cover Sheet' should be prepared on your organization's official letterhead stationery. Your letterhead should include your organization's telephone number and must be signed by your Director.



RECEIVED JUL 1 4 2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-------------------------------|
| PRODUCER Burke, Bogart & Brownell Insurance, Inc. 181 Crawford Blvd. Boca Raton FL 33432 | CONTACT NAME: Holly Tepsic PHONE (A/C, No. Ext): (561) 392-8888 E-MAIL ADDRESS: htepsic@bbbins.com PRODUCER CUSTOMER ID #: 00012305 | FAX (A/C, No): (561) 750-9134 |
| INSURED 211 Palm Beach/ Treasure Coast, Inc. PO BOX 3588 Lantana FL 33465-3588 | INSURER(S) AFFORDING COVERAGE INSURER A: National Union fire INSURER B: Technology Insurance Co INSURER C: Philadelphia Ins Co INSURER D: INSURER E: INSURER F: | |
| | | NAIC # |

COVERAGES CERTIFICATE NUMBER: 10-11 GL/HNO/D&O/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------------|----------|-------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 06LX0864788460000 | 6/30/2010 | 6/30/2011 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| A | GEN'L AGGREGATE LIMIT APPLIES PER: | | | 06CA0196567390000 | 6/30/2010 | 6/30/2011 | GENERAL AGGREGATE \$ 3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | TWC3227738 | 1/1/2010 | 1/1/2011 | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | | | PHSD444302 | 6/30/2010 | 6/30/2011 | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | PHSD444302 | 6/30/2010 | 6/30/2011 | WC STATUS: TORY LIMITS <input checked="" type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Directors & Officers | | | | | | \$2,000,000 Each Occ \$2,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as additional insured for General liability coverage (excluding products and completed operations) Subject: FY2009-2010 Contract with Palm Beach County.

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|---|--|
| CERTIFICATE HOLDER PBC Board Of County Commissioners Contract/Grants Div. of Human Services Attn: Carol Shaffer, LCSW 810 Datura Street, Ste 350 West Palm Beach, FL 33401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lee Burke/AMC |
|---|--|