

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 5, 2010** Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a grant agreement with the State of Florida Department of Children and Families (DCF) for a one-year period to end June 30, 2011 in an amount of \$484,916 for Rapid Re-Housing;

B) approve a waiver of prohibited relationship pursuant to Ordinance 2009-051, the Palm Beach County Code of Ethics, for Wendy Tippett of Adopt-A-Family of the Palm Beaches, Inc., a member of the Commission on Affordable Housing;

C) approve subcontract with Adopt-A-Family of the Palm Beaches Inc., for the period October 5, 2010, through June 30, 2011, in an amount of \$468,187 for Rapid Re-Housing;

D) approve subcontract with 211 Palm Beach/Treasure Coast Inc., for the period October 5, 2010, through June 30, 2011, in an amount of \$12,000 for Data Collection and Evaluation;

E) approve an upward budget amendment of \$484,916 in the Human Services Division, in the General Fund to reconcile grant budget.

Summary: On June 5, 2010, DCF awarded the Division of Human Services Homeless Prevention Rapid Re-housing Program (HPRP) funds as a result of an ARRA grant. Palm Beach County was allocated \$484,916 in HPRP funding, which is allocated to the agencies listed as well as \$4,729 for administrative costs to the Division. Adopt-A-Family will coordinate rapid re-housing through a housing relocation and stabilization component and 211 Palm Beach/Treasure Coast, Inc. will coordinate the record keeping and reporting through HUD's Homeless Management Information System (HMIS) software. A prohibited relationship waiver is being recommended for one (1) employee of Adopt-A-Family of the Palm Beaches who serves on a County advisory board. The individual disclosed this relationship and is requesting a waiver pursuant to Section 3.D. of the Code of Ethics. The waiver is being recommended based on a staff determination that the execution of this contract will not create a conflict of interest with the continued service of this individual on the advisory board. These are Federal funds that require no local match. (Human Services) Countywide (TKF)

Background and Justification: The American Recovery and Reinvestment Act of 2009 (ARRA) signed by the President of the United States on February 17, 2009 was intended to provide a stimulus to the U.S. economy in the wake of the current economic downturn. A component of the ARRA is the Homeless Prevention and Rapid Re-Housing Program (HPRP) which designated \$1.5 billion for communities to provide financial assistance and services to either prevent homelessness or help those who are experiencing homelessness to quickly be re-housed and stabilized. To receive HPRP services, households must be at or below 50% of the area median income and either homeless or at risk of being homeless. Also, anyone served must be provided an initial assessment as well as ongoing case management to assess their need for assistance and monitor their ongoing progress towards housing stability. DCF was awarded an HPRP grant and allocated funding for Florida counties including Palm Beach County.

Attachments:

1. Homeless Prevention & Rapid Re-Housing Grant Agreement with DCF
2. Contract with Adopt-A-Family of the Palm Beaches, Inc
3. Contract with 211 Palm Beach/Treasure Coast, Inc
4. Budget Amendment

Recommended By:  9/14/10
 Department Director Date

Approved By:  9-24-10
 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	484,916	_____	_____	_____	_____
External Revenue	(484,916)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0- * see below</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes _____ No X
 Budget Account No.: Fund 0001 Dept. 148 Unit 1347 Obj. Various
 Program Code _____ Program Period: _____

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

DCF has signed the contract so that it could be fully executed upon BCC approval.

Departmental Fiscal Review: Taruna Malhotra
9/13/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

there is no fiscal impact on this item.

JM
 OFMB VA
 9/12/10 9/16/10 9/15/10

Aruni L. Jacobowitz / E Jones 9/23/10
 Contract Administration

These contracts and items comply with our review requirements.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney 9/24/10

C. Other Department Review:

 Department Director

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

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

BGEX - 140 - 082010*1997
BGRV - 140 - 082010*577

FUND (0001) - GENERAL

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/10	REMAINING BALANCE
REVENUE								
148 1347 3469	State Grant Other Human Services	0	0	484,916	0	484,916		
Total Revenue		959,240,680	959,240,680	484,916	0	959,725,596		
EXPENDITURE								
148 1347 1201	Salaries and Wages - Regular	0	0	3,503	0	3,503		3,503
148 1347 2101	FICA - Taxes	0	0	217	0	217		217
148 1347 2105	FICA - Medicare	0	0	51	0	51		51
148 1347 2201	Retirement Contributions - FRS	0	0	380	0	380		380
148 1347 2301	insurance - Life & Health	0	0	578	0	578		578
148 1347 3401	Other Contractual Services	0	0	480,187	0	480,187		480,187
Total Expenditures		959,240,680	959,240,680	484,916	0	959,725,596		484,916

BUD_BLNK.xl

COMMUNITY SERVICES


INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 _____

**By Board of County Commissioners
At Meeting of _____**

**Deputy Clerk to the
Board of County Commissioners**

HOMELESS PREVENTION and RAPID RE-HOUSING GRANT
AGREEMENT

Palm Beach County Board of County Commissioners
and
State of Florida Department of Children and Families

WHEREAS the American Recovery and Reinvestment Act of 2009 created the Homeless Prevention and Rapid Re-Housing Program [CFDA 14-257], and

WHEREAS, the U.S. Department of Housing and Urban Development has awarded the State of Florida a grant in the amount of \$21,507,109, and

WHEREAS, the U.S. Department of Housing and Urban Development has issued the Notice of the regulations governing the Homeless Prevention and Rapid Re-Housing Program on March 19, 2009, and

WHEREAS, the Department of Children and Families, through the Office on Homelessness, has been designated to administer this federal grant for the State, and

WHEREAS, the Department has filed with the U.S. Department of Housing and Urban Development the appropriate grant application documents in the form of a Substantial Amendment to the State's 2008 Annual Action Plan, and

WHEREAS, the Department has received and executed the Homeless Prevention and Rapid Re-Housing Program grant agreement dated July 15, 2009, and

WHEREAS, the Florida Legislature has authorized the Department to accept this grant, and administer these federal funds as a grant in aid program in conformance with all federal regulations, and

WHEREAS the Department finds that there is a need to provide the services described in the grantee's program plan for the Homeless Prevention and Rapid Re-Housing (HPRP) grant,

NOW, THEREFORE, The Department hereby awards the sum of \$484,916.00 Dollars to Grantee under the following terms and conditions:

1. The purpose of the Homeless Prevention and Rapid Re-Housing Program is to provide homeless prevention assistance to households who would otherwise become homeless, and to provide assistance to rapidly re-house persons who are homeless. These grant resources are intended to be targeted and prioritized to serve households that are most in need of the allowable temporary housing assistance, and who are most likely to achieve housing stability following the conclusion of the HPRP assistance.
2. The HPRP program plan filed with the Department by the Grantee is incorporated as **Attachment A** and on file in the grant file of record. The Department's Substantial Amendment

document, upon which that program plan is based, is also incorporated herein by reference as if fully set out here and is on file in the grant file of record. The Grantee hereby agrees to perform the tasks and to provide the services described in the program plan contained in Attachment A.

3. The Grantee shall be required to collect and enter data on all HPRP participants assisted by the HPRP grant in the local homeless management information system for the continuum of care. Grantee further agrees that it will use due diligence to assure that funds are expended for the purposes intended and that a full accounting for these grant funds is made.

4. Where there is a conflict between the HPRP program plan incorporated herein and this Homeless Prevention and Rapid Re-Housing Grant Agreement, this Homeless Prevention and Rapid Re-Housing Grant Agreement shall prevail.

5. In accordance with sections 11.062 and 216.347, F.S., no funds provided by this grant may be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. This Homeless Prevention and Rapid Re-Housing Grant Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the applicable State of Florida and Federal laws. Each party shall perform its obligations herein in accordance with the terms and conditions of this grant agreement. It is hereby agreed by the parties that in the event that litigation by either party to this grant agreement becomes necessary that venue shall be proper in Leon County, Florida.

7. Grantee agrees to maintain complete, accurate and adequate records, including financial records, relating to funds received pursuant to this Homeless Prevention and Rapid Re-Housing Grant Agreement and of all expenditures made by Grantee with grant funds. The Grantee will comply with all audit and record keeping requirements specified by the Department and the U.S. Department of Housing and Urban Development. All records shall be in sufficient detail to permit a proper pre audit and a post audit of all expenditures.

8. Grantee agrees to provide a financial and compliance audit to the Department as specified in this Homeless Prevention and Rapid Re-Housing Grant Agreement and in **Attachment B** and to ensure that all related party transactions are disclosed to the auditor. This grant is subject to the Florida and the Federal Single Audit Act requirements beginning in the year ending June 30, 2009 and thereafter.

9. Grantee agrees to retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, pertinent to this Homeless Prevention and Rapid Re-Housing Grant Agreement for a period of not less than six (6) years after the starting date of this Homeless Prevention and Rapid Re-Housing Grant Agreement, or if audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the Department shall have full access to, and shall have the right to examine any of the said materials at any time during regular business hours.

10. Local government Grantees agree to comply with 24 CFR 85.36(b)(3), and non-profit Grantees agree to comply with 24 CFR 84.42 with respect to the procurement of services, equipment, supplies or other property. With respect to all other decisions involving the use of the HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Grantee agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Grantee, and its agents, sub-grantees and employees, during performance pursuant to this Homeless Prevention and Rapid Re-Housing Grant Agreement. Further, the Grantee agrees to indemnify the Department against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Grantee, and its agents, sub-grantees, and employees, during performance pursuant to this Homeless Prevention and Rapid Re-Housing Grant Agreement. (NOTE: This paragraph is not applicable between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.)

12. Grantees receiving awards from the Department in 2010 shall obligate 100 percent (100%) of the awarded 2010-2011 grant funds by December 31, 2010 on eligible program costs. Obligated means that grantee has approved case management plans for eligible households that commit the grantee to pay eligible housing related costs on behalf of the households, in addition to eligible staff and administrative costs incurred for the grant period. All costs obligated by the grantee must be documented in a written report to the Department by January 10, 2011. The Department reserves the right to amend the grant agreement to recapture grant funds in the event that the Grantee fails to achieve the obligation target, and fails to provide sufficient explanations and correction action plans to the Department. Should the Department exercise its option to recapture grant funds, any eligible expense obligated shall be retained by the Grantee for expenditure. Further, the Department requires the Grantee to achieve an expenditure goal of completely expending the grant on eligible costs by June 30, 2011. The Department may extend this spending deadline upon receipt of a written request from the Grantee, explaining the need for additional time, and a detailed plan to complete the expenditure of the grant.

13. As required by section 286.25, F.S., if the Grantee is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this grant agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (insert Grantee's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

14. Grantee shall not use or disclose any information concerning a recipient of services under this Homeless Prevention and Rapid Re-Housing Grant Agreement for any purpose prohibited by

state or federal law or regulations issued by the Department of Housing and Urban Development on March 19, 2009, and as may be subsequently amended (except with the written consent of a person legally authorized to give that consent or when authorized by law).

15. The Grantee shall permit Department personnel or representatives to monitor the services which are the subject of this Homeless Prevention and Rapid Re-Housing Grant Agreement. In addition, the Grantee shall permit access to all duly authorized representatives of the U.S. Department and Housing Urban Development, the Government Accounting Office, the Florida Auditor General and other agencies charged to ensure full accounting of the grant funds to all records and files related to the HPRP grant program.

16. Grantee agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Homeless Prevention and Rapid Re-Housing Grant Agreement.

17. The release of funds shall be in accordance with availability and release of funds by the Department and shall be in conformance with the drawdown schedule submitted by the Grantee in their HPRP program plan and as outlined in **Attachment C**. The Grantee shall prepare and submit a request for the drawdown of funds on the Grantee's stationary, in a format that is acceptable to the Department. The Department will provide the funds within forty (40) days of the receipt of the request for release of funds. The State of Florida's performance and obligation to pay under this Homeless Prevention and Rapid Re-Housing Grant Agreement is contingent upon an annual appropriation by the Legislature and the receipt of the grant funds from the federal government.

18. Any notice, that is required under this Homeless Prevention and Rapid Re-Housing Grant Agreement shall be in writing, and sent by hand delivery, U.S. Postal Service Certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. Said notice shall be sent to the representative of the Grantee responsible for administration at the designated address contained in this Homeless Prevention and Rapid Re-Housing Grant Agreement.

19. This Homeless Prevention and Rapid Re-Housing Grant Agreement shall be effective on July 1, 2010, or on the date on which the Homeless Prevention Rapid Re-Housing Grant Agreement has been signed by both parties, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2011, or upon completion of the project, whichever occurs first. The expiration date may only be changed by written amendment to this Grant Agreement. The Grant Agreement may be terminated prior to the expiration date only upon written agreement of the parties.

20. In the event funds for payment pursuant to this Homeless Prevention and Rapid Re-Housing Grant Agreement become unavailable, the Department may terminate this Homeless Prevention and Rapid Re-Housing Grant Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by hand delivery, U.S. Postal Service, or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of state funds. In the event of termination of

this Homeless Prevention and Rapid Re-Housing Grant Agreement, the Grantee will be compensated for any work satisfactorily completed.

21. Grantee agrees to return to the Department any overpayments or funds disallowed pursuant to the terms and conditions of this Homeless Prevention and Rapid Re-Housing Grant Agreement that were disbursed to the Grantee by the Department. In the event that the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the grant manager, on behalf of the Department, will notify the Grantee by letter of such findings. Should repayment not be made immediately, the Grantee will be charged at the lawful rate of interest on the outstanding balance after Department notification or Grantee discovery.

22. The Grantee shall report client-level data, such as the number of persons served and their demographic characteristics, in the homeless management information system within their respective continuum of care planning area, as required by the Department of Housing and Urban Development. Further, the Grantee shall submit quarterly reports to the Department, using the form attached in **Attachment D**. The quarterly reports shall be received by the Department within five calendar days following the end of the grant quarter (March 30, June 30, September 30, and December 31). At a minimum, the grantee shall report the following: the total amount of HPRP funds received from the Department; the amounts of HPRP funds allocated for the four eligible HPRP activity categories (financial assistance, services, data collection and administration); the amount expended for each of the above categories; the estimated number of unduplicated individuals and families served; and the numbers of new jobs created and jobs retained. Finally, an annual performance report, to be made a part of the Agreement when issued by the federal government, is due to the Department by November 1 of each year. This report shall at a minimum contain the following: the number of persons served and the demographic characteristics of the persons served; the total HPRP funds expended by activity type; the numbers of jobs created and jobs retained; and the outcomes achieved related to housing stability, as defined by the Department of Housing and Urban Development. Failure to file the required reports in a timely fashion shall be cause for the Department to suspend funding to the Grantee, until correction actions have been taken.

23. Any modification of provisions of this Homeless Prevention and Rapid Re-Housing Grant Agreement shall be approved by the Department. Approval of any modification of provisions of this grant shall occur only after receipt by the Department of a revised HPRP program plan. Written approval of any such modifications shall be attached to the original of this Homeless Prevention and Rapid Re-Housing Grant Agreement and a copy shall be sent to the Office on Homelessness.

24. Official Name of Payee and Representatives:

A. The official Grantee name, as shown on page one (1) of this Homeless Prevention and Rapid Re-Housing Grant Agreement and as listed in MyFlorida Market Place, and mailing address as listed in MyFlorida Market Place, to whom the Department shall issue payment is:

Palm Beach County Board of County Commissioners

301 North Olive Avenue

West Palm Beach, Florida 33401

B. The name, address, telephone number, and email address of the grant manager for the Grantee under this Homeless Prevention and Rapid Re-Housing Grant Agreement is:

Georgiana Devine – Palm Beach County Board of County Commissioners, Division of Human Services
810 Dutura Street
West Palm Beach, Florida 33401
E-mail: Gdevine@pbcgov.org Phone: (561) 355-4778

C. The name, address, telephone number, and email address of the grant manager for the Department under this Homeless Prevention and Rapid Re-Housing Grant Agreement is:

Marietta Moreno – Department of Children and Families
111 South Sapodilla Avenue, Suite 317-O
West Palm Beach, Florida 33401
E-mail: Marietta.moreno@dcf.state.fl.us Phone: (561) 837-5830

25. This Homeless Prevention and Rapid Re-Housing Grant Agreement and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Homeless Prevention and Rapid Re-Housing Grant Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Homeless Prevention and Rapid Re-Housing Grant Agreement is legally determined unlawful or unenforceable, the remainder of the Homeless Prevention and Rapid Re-Housing Grant Agreement shall remain in full force and effect and such term or provision shall be stricken.

26. The Grantee shall administer this federal grant in compliance with all applicable federal laws and regulations. This certification includes fair housing in accordance with Section 808(e)(5) of the Fair Housing Act; equal opportunity requirements in 24 CFR 5.105(a); lead based paint requirements in the Lead Based Paint Poisoning Prevention Act; uniform federal administrative requirements in 24 CFR Part 85 or Part 84; lobbying and disclosure requirements in 24 CFR Part 87; drug-free workplace requirements in 24 CFR Part 21; and procurement of recovered materials in accordance with Section 6002 of the Solid Waste Disposal Act. The March 19, 2009 Notice issued by the Department of Housing and Urban Development specifies these requirements. The Grantee shall execute the general grant certifications for the HPRP, as attached in **Attachment E**. If this agreement contains \$10,000 or more of federal funds, the Grantee shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and others, and as implemented by regulations issued by the Department of Housing and Urban Development.

27. In accordance with section 112.3187(2), Florida Statutes (F.S.), agencies or independent contractors shall not retaliate against an employee for reporting violations of law to an appropriate agency that creates substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. Employees and person may file with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-

blower's Hotline number at 1-800-543-5353. The Grantee shall comply with and incorporate into any subgrant agreement all provisions related to the Whistleblower protection, as specified in Section 1553 of the American Recovery and Reinvestment Act of 2009. The Grantee shall post notice of employee rights and remedies for whistleblower protections provided under Section 1553 of the Recovery Act. The Grantee shall include the substance of section B, subsection 4, clause (1) and section B, subsection 4, clause (2) in all subcontracts.

28. Continuous adequate insurance coverage shall be maintained by the Grantee during the existence of this agreement and any renewal(s) and extension(s) of it. By execution of this Grant Agreement, unless the Grantee is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Grantee accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Grantee and the participants to be served under this Grant Agreement. The limits of coverage under each policy maintained by the Grantee do not limit the Grantee's liability and obligations under this Grant Agreement. Upon execution of this agreement, the Grantee shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in the Grant Agreement.

29. The Grantee agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the Department. If the Grantee is no longer a recipient, all property acquired by grant funds shall be returned to the Department immediately upon either termination or completion of the grant. The Grantee further agrees to comply with all provisions of the Department's operating procedures pertaining to the use and purchase of property with grant funds. These operating procedures can be found at [insert link to internet site for CFOP 75-2, 75-1, 50-9, 80-2].

30. The Grantee shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162 and 164).

31. Support to the Deaf or Hard-of-Hearing

A. The Grantee and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42, U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

B. The Grantee shall, if the Grantee or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of Contact (one per firm) to ensure effective communication with deaf or hard of hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the grantee's Single-Point-of-Contact shall be furnished to the department's Contract Manager within 14 calendar days of the effective date of this requirement.

C. The Grantee shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employees 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the grantee's Single-Point-of-Contact.

D. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of grantee's, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employees' personnel file.

E. The grantee's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than August 1, 2010, with respect to current Grantee, subgrantees, subcontractors, and agents. The approved Notice can be downloaded through the Internet at:

<http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

F. The grantee and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The grantee shall submit Compliance Reports monthly, not later than the 15th day of each month, to the department's Grant or Contract Manager. The grantee shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

G. If customers or companions are referred to other agencies, the grantee must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

32. This Agreement may be terminated by the Department for any reason upon five (5) days written notice via certified mail. In the event this Agreement is terminated, the Grantee shall deliver all supplies, equipment and property purchased with grant funds to the Department, within 30 days after termination. Any finished or unfinished documents, data, correspondence, reports, and other products prepared by or for the Grantee under this Agreement shall be made available to and for the exclusive use of the Department. Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination or breach of this Agreement by the Grantee. In the event this Agreement is terminated, the Grantee shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

33. Modifications of any kind, to any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

34. The Grantee agrees to comply with the mandatory reporting requirements to the Department's Office of Inspector General, as described in the Department's Operating Procedure CFOP 180-4 as contained in **Attachment F**.

IN WITNESS THEREOF the parties hereto have executed this **29** page Homeless Prevention and Rapid Re-Housing Grant Agreement by their undersigned officials as duly authorized.

GRANTEE:
Palm Beach County
Board of County Commissioners

Signed By: _____
Name: Burt Aaronson
Title Chair
Date: _____

Grantee Federal EID #: **F59-6000785**
Grantee DUNS #: 100219570
Grantee Central Contractor Registration (CCR) #: 4DWW0
Grantee Fiscal Year Ending Date: 09/30

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

Signed By: Suzanne M. Vitale
Name: for Perry I. Borman
Title: Southeast Regional Director
Date: 8/20/10

Attachments to Grant Agreement

- A. Grantee's HPRP program plan, as filed with the Department**
- B. Financial and compliance audit requirements**
- C. Request for Release of Funds Schedule**
- D. Quarterly Status Report form**
- E. Homeless Prevention and Rapid Re-Housing Program grant certifications**
- F. Operating Procedure CFOP 180-4, Mandatory Reporting Requirements to Office of Inspector General.**

REVISION DATE: June 29, 2010
Office on Homelessness

Attachment A

Palm Beach County Division of Human Services State HPRP 2010 Funding Request

1. Need for State Additional HPRP dollars

As part of the 2008 HUD SHP grant application, Palm Beach County Continuum of Care submitted a Rapid Re-Housing project under the demonstration project category. While only a limited number of projects were approved, the Palm Beach County Continuum was committed to this concept and began to position services strategically to align with this service model. The Continuum continued to expand upon the project and formulate a Homeless Prevention Rapid Re-Housing service delivery system in anticipation of the 2009 HUD SHP application. In the meantime, HUD awarded communities HPRP funds as a result of the ARRA. The advance planning of the Palm Beach County Continuum enabled the partners to quickly and efficiently implement the HPRP program.

The Continuum monitors the HPRP referral process and expenditure of funds on an ongoing basis. The Miami HUD Field Office reported that during the second quarter, Palm Beach County's HPRP program had the third highest expenditure rate in the nation. With the success of the existing HPRP program and a recent receipt of SHIP REAP funds (State Housing Initiative Program – Rental Entry Assistance Program) for Homeless Prevention services, the Continuum determined that it would be most effective to utilize the State HPRP funds for Rapid Re-Housing. The Continuum determined the need for Rapid Re-Housing Services far exceeds the current funding allocation. With regard to the need for additional State HPRP funding, currently, Palm Beach County (PBC) has an unemployment rate of 12.4% as per AWI Labor Market Statistics. In addition, according to Realty Trac, 13,995 properties have defaulted as of April 2010. In March alone, Realty Trac reported that 4,490 homes in PBC received foreclosure notices. This is a 63% increase from January 2010 to February 2010 and a 68% increase from a year ago. These two factors have greatly contributed to the need for increased funding of financial assistance for both Homeless Prevention and Rapid Re-Housing services.

Request for Funds Requirements

- a. Funding Request – \$484,916
- b. Amount requested exceeding the Pro Rata Need – Not Applicable
- c. Proposed Budget – See Estimated Budget Summary
- d. Proposed Drawdown Schedule –
 - 1st Quarter Draw (July 2010) – \$161,638
 - 2nd Quarter Draw (October 2010) – \$161,638

3rd Quarter Draw (January 2011) – \$161,640

Within one week of having an executed contract with DCF, the Division will execute contracts with AAF and 211 and obligate all funding awarded. One-hundred percent of the funds will be obligated by December 31, 2010 and expended by June 30, 2011.

2. HPRP Implementation Plan

a. What one agency shall be the grantee for the Department's award?

Palm Beach County Division of Human Services, Lead Entity for the Continuum of Care, will serve as the grantee for the State HPRP funding.

b. Will there be any sub-grantees used to administer the HPRP funds for specific geographic areas? If Yes, specify the name(s) of the sub-grantee entities, and the area served.

Sub-Grantees – serve all geographical areas of PBC

- i. Palm Beach County Board of County Commissioners/Division of Human Services
- ii. Adopt-A-Family of the Palm Beaches, Inc.
- iii. 211 Palm Beach Treasure Coast, Inc.

c. Provide the DUNS and CCR number for the grantee agency, and for any proposed sub-grantees.

Sub-grantee	DUNS Number	CCR Number
Palm Beach County Board of County Commissioners/Division of Human Services	100219570	4DWW0
Adopt-A-Family of the Palm Beaches, Inc.	869370965	397D5
211 Palm Beach Treasure Coast, Inc.	847996394	4LEB3

- d. Provide narrative on the grantee's and sub-grantee's experience in managing the 2009 HPRP program. If the grantee did not administer the HPRP in 2009, detail related grant experience of the proposed grantee.

Beginning in October 2009, the Division of Human Services (DHS) partnered with Adopt-A-Family (AAF) to administer the 2009 federal HPRP program. DHS implemented the Homeless Prevention component and AAF implemented the Rapid Re-Housing component. Two months prior to receipt of the funds, DHS and AAF conducted countywide trainings and outreaches regarding the HPRP program and collaborated with homeless service providers within the Continuum of Care. As a result, within the first month of the program, DHS had received over 200 applications. To date, DHS has provided financial assistance combined with case management to 504 people in 181 households. A waiting list had to be established until all 200 applications were screened and services were provided. Likewise, by the end of the first month, AAF received 72 applications and to-date has served 156 homeless families and individuals in 62 households. A waiting list has also been established for this component. Since the HPRP regulation indicates funding was available until September 30, 2012, both DHS and AAF judiciously attempted to manage the expenditure of funds in a manner that ensured the availability of the funds for the full three years. However, based on a recent conference call from the Miami HUD Field Office, the rate at which the funds are being expended has increased.

- e. Specify the maximum HPRP financial assistance levels per eligible household by:

Homeless Prevention

As of April 2010, DHS received SHIP REAP funds for Rental Assistance and deposits so the State HPRP funds will only be utilized for Rapid Re-Housing.

Rapid Re-Housing

An average of \$900 a month is being projected as the maximum level of Rental and Utility assistance for 45 families and 15 individuals.

- f. Identify the CoC agency administering the Homeless Management Information System (HMIS) to track the HPRP participants.

211 Palm Beach/Treasure Coast will be administering the Homeless Management Information System to track the HPRP Participants.

- g. Provide evidence of the participation and concurrence of the county government(s), and formula HPRP cities with the plan.

In May 2009, through an agenda item to Palm Beach County Board of County Commissioners, an amendment was approved to the Palm Beach County FY2008-09 Annual Action Plan, Standard Form 424, General Consolidated Plan certificate. The amendment certifies that the HPRP program is in concurrence with the Consolidated Plan. It was subsequently approved by the US Department of Housing and Urban Development.

- h. Enumerate the criteria to be used to select applicants for assistance in the required case management process. Identify the criteria for prevention applicants and the criteria for the homeless applicants to be re-housed.

Rapid Re-Housing Criteria for Assistance:

- Families/Individuals who are homeless as defined by HUD
- Earning less than 50% of AMI
- Demonstrate the ability to maintain housing once assistance ceases
- Not in need of Permanent Supportive Housing

Note: Homeless Prevention Criteria is not included as funding is only being requested for Rapid Re-Housing.

- i. Identify the projected date by which each HPRP grantee funded in 2009 will expend 100% of its 2009 award amount.

It is anticipated that 100% of the 2009 HUD HPRP funds will be expended by September 2011.

3. 2009 HPRP Quarterly Report

- a. HUD eSnaps report
See attached.

- b. Provide a narrative, if needed, to explain any performance problems and corrective actions taken by March 31 to resolve those issues.

Not applicable.

E. Estimated Budget Summary

HUD requires the grantee to complete the following table so that participants in the citizen participation process may see the grantee's preliminary estimated amounts for various HPRP activities. Enter the estimated budget amounts for each activity in the appropriate column and row. The grantee will be required to report actual amounts in subsequent reporting.

HPRP Estimated Budget Summary – Pro Rata Need Budget			
	Homelessness Prevention	Rapid Re-housing	Total Amount Budgeted
Financial Assistance ¹	\$	\$396,111.00	\$396,111.00
Housing Relocation and Stabilization Services ²	\$	\$ 67,347.00	\$ 67,347.00
Subtotal (add previous two rows)	\$	\$463,458.00	\$463,458.00

Data Collection and Evaluation ³	\$ 12,000.00
Administration (up to 2.5%)	\$ 9,458.00
Total HPRP Amount Budgeted⁴	\$484,916.00

¹Financial assistance includes the following activities as detailed in the HPRP Notice: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.

²Housing relocation and stabilization services include the following activities as detailed in the HPRP Notice: case management, outreach, housing search and placement, legal services, mediation, and credit repair.

³Data collection and evaluation includes costs associated with operating HUD-approved homeless management information systems for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of HPRP funds.

⁴This amount must match the amount entered in the cell on the table in Section A titled "Amount Grantee is Requesting."

ATTACHMENT B

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA)) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9D of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- (d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Office of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30

days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
Marietta Moreno
Department of Children and Families
111 South Sapodilla Avenue, Suite 317-0
West Palm Beach, FL 33401
marietta_moreno@dcf.state.fl.us
- B. Department of Children & Families (1 electronic copy and management letter, if issued)
Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us
- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

ATTACHMENT C

REQUEST FOR RELEASE OF FUNDS SCHEDULE

In accordance with the terms and conditions of the Homeless Prevention and Rapid Re-Housing Grant Agreement, the Grantee has been awarded the amount of \$484,916.00 and the Department shall release these funds in accordance with the following schedule, subject to the availability of funds.

<u>DATE</u>	<u>AMOUNT</u>
1 st Quarter Draw (October 1, 2010)	\$242,458.00
2 nd Quarter Draw (January 1, 2011)	\$242,458.00
Totals	\$484,916.00

For each payment request the Grantee shall prepare and submit a request for release of funds on the Grantee's stationary.

Florida Department of Children and Families, Office on Homelessness
HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM
 (HPRP)
GRANT REPORT

Grantee Name:
(as on Grant Agreement)

BASIC PROJECT INFORMATION

Begin Date	End Date	Due Date

Reporting Period

Grantee Location

Address: _____
 County, City, State, Zip _____

Principal Performance Location

Address: _____
 County, City, State, Zip _____

Area of Benefit Served (counties served)

County	Amount
Total Contract Amount	

Contact Information

Name & Title of Person Completing Report _____
 Phone Number of Person Completing Report _____
 Report _____
 Fax Number _____
 Email Address _____

Authorizing Information

- Name of Authorized SubGrantee _____
 - Title /Position _____

VENDOR INFORMATION

Vendor Name & DUNS	Description of Service	Amount

NUMBERS SERVED

TOTAL SERVED	Homeless Prevention				Rapid Rehousing				Total				
	Persons		Households		Persons		Households		Persons		Households		
	Q	GTD	Q	GTD	Q	GTD	Q	GTD	Q	GTD	Q	GTD	
Total Served													

Florida Department of Children and Families, Office on Homelessness
HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM
(HPRP)
GRANT REPORT

Grantee Name:
(as on Grant Agreement)

ENTER NUMBER SERVED BY SERVICE PROVIDED													
ELIGIBLE SERVICE ACTIVITIES	Homeless Prevention				Rapid Rehousing				Total				
	Persons		Households		Persons		Households		Persons		Households		
	Q	GTD	Q	GTD	Q	GTD	Q	GTD	Q	GTD	Q	GTD	
Financial Assistance													
Rental Assistance													
Security and Utility Deposits													
Utility Payments													
Moving Costs													
Motel / Hotel vouchers													
Total Financial Assistance													
Housing Relocation and Stabilization													
Case management													
Outreach and engagement													
Housing search													
Legal services													
Credit repair													
Total Housing Relocation & Stabilization Services													

Housing Outcomes of Persons Served				
Destination	Homeless Prevention		Rapid Rehousing	
	Quarter	GTD	Quarter	GTD
	#	#	#	#
Permanent Destinations				
Permanent supportive housing for formerly homeless persons (such as SHP, S+C, or SRO Mod Rehab)				
Rental by client, no housing subsidy				
Rental by client, VASH housing subsidy				
Rental by client, other (non-VASH) housing subsidy				
Owned by client, no housing subsidy				
Owned by client, with housing subsidy				
Staying or living with family, permanent tenure				
Staying or living with friend, permanent tenure				
Total Persons Leaving for Permanent Destinations	0	0	0	0
Temporary Destinations				
Emergency shelter, including hotel or motel paid for with emergency shelter voucher				
Transitional housing for homeless persons (including homeless youth)				
Staying or living with family, temporary tenure				
Staying or living with friend, temporary tenure				
Hotel or motel paid for without emergency shelter voucher				
Place not meant for human habitation				

Florida Department of Children and Families, Office on Homelessness
HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM
(HPRP)
GRANT REPORT

Grantee Name:
(as on Grant Agreement)

Safe Haven				
Total Persons Leaving for Temporary Destinations	0	0	0	0
Institutional Destinations				
Psychiatric hospital or other psychiatric facility				
Substance abuse treatment facility or detox center				
Hospital (non-psychiatric)				
Jail, prison or juvenile detention facility				
Foster care home or foster care group home				
Total Persons Leaving for Institutional Destinations	0	0	0	0
Miscellaneous				
Other				
Deceased				
Don't know / refused				
Missing this information				
Total for Miscellaneous	0	0	0	0
TOTAL PERSONS WHO LEFT THE PROGRAM	0	0	0	0

BUDGET AND EXPENDITURES

HOMELESS PREVENTION AND RAPID RE-HOUSING EXPENDITURES BY ELIGIBLE ACTIVITY

ELIGIBLE ACTIVITIES:	Homeless Prevention		Rapid Re-Housing		Total	
	Quarter	GTD	Quarter	GTD	Quarter	GTD
Financial Assistance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Relocation & Stabilization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data Collection & Evaluation					\$0.00	\$0.00
Administration					\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HOMELESS PREVENTION AND RAPID RE-HOUSING EXPENDITURES BY ELIGIBLE SERVICE ACTIVITIES

ELIGIBLE SERVICE ACTIVITIES:	Homeless Prevention		Rapid Re-Housing		Total	
	Quarter	GTD	Quarter	GTD	Quarter	GTD
Financial Assistance						
Rental Assistance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Security Deposits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Deposits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Moving Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Motel / Hotel vouchers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Relocation and Stabilization						
Case management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outreach and engagement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing search	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit repair	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment E

GENERAL CERTIFICATIONS FOR STATE OR LOCAL GOVERNMENT FOR THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the state, territory, or local government certifies that:

Affirmatively Further Fair Housing -- The state, territory, or local government will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Drug-Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) 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

Attachment E

(b) 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;

- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the state, territory, or local government's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Local Government, State, or Territory -- The submission of the consolidated plan is authorized under state law and local law (as applicable) and the jurisdiction or state possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan -- The housing activities to be undertaken with HPRP funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Title

Attachment E

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

810 DATURA STREET
WEST PALM BEACH, FL. 33401

Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Attachment E

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CF OPERATING PROCEDURE
NO. 180-4

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES
TALLAHASSEE, October 29, 2007

Inspector General

MANDATORY REPORTING REQUIREMENTS TO THE OFFICE OF INSPECTOR GENERAL

1. **Purpose.** This operating procedure describes the requirements for reporting to the Office of Inspector General suspected or confirmed allegations concerning an employee or contractor of the Department. This operating procedure also defines the types of incidents to be reported and the timeframes for reporting.
2. **Scope.** This operating procedure applies to all employees of the Department with knowledge of suspected or confirmed allegations of wrongdoing by an employee or contractor of the Department.
3. **Authority.** Section 20.055(6), Florida Statutes (F.S.), requires the Office of Inspector General to receive and conduct inquiries, investigations, audits, or management reviews.
4. **Definitions.** As used in this operating procedure:
 - a. "Allegation" means an assertion of wrongdoing that may or may not be supported with evidence.
 - b. "Wrongdoing" means an act, which, if proven true, would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.
 - c. "Fraud" means to commit an intentional violation of law or a deliberate misrepresentation or concealment so as to secure unfair or unlawful financial or personal gain.
 - d. "Client Death" means a person whose life terminates while in the care and/or custody of the Department, whether in a Department facility, or in a licensed or contracted facility or service center.
 - e. "Client Injury or Illness" means a medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee in a Department facility or contracted facility or service center, or who is in the physical custody of the Department.
 - f. "Theft" means to take the property of another without right or permission.
5. **Reportable Incidents.**
 - a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
 - b. Fraud;
 - c. Theft;
 - d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client

This operating procedure supersedes CFOP 180-4 dated June 4, 2007.

OPR: OSIG
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files for non-business reasons, providing information from client files such as medical or benefits information, etc) immediately upon confirmation by the district;

e. Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);

f. Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the Internet to conduct personal business as defined by policy, etc.);

g. Failure to report known or suspected neglect or abuse of a client;

h. Improper expenditure or commitment of public funds;

i. Contract mismanagement by a Department employee or by a contractor, subcontractor, or employee of either (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);

j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), HomeSafeNet or FAHIS system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);

k. Any violation under §435, F.S., Title XXXI, Employee Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,

l. Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

6. **Timeframe.** Suspected or confirmed allegations as outlined in paragraph 5 of this operating procedure must be reported within two business (2) days of discovery.

7. **Method(s) of Reporting.** Notification may be made by completing a Notification/Investigation Request (form CF 1934) on the LN Incident Reporting System and selecting IG as the primary or secondary incident category or by emailing the request to the Office of Inspector General. A request for investigation can also be made by mailing the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

8. **Staff Cooperation.** All departmental employees are expected to fully cooperate with any investigation or audit conducted by the Office of Inspector General. This includes adherence to the reporting requirements of this operating procedure, as well as submitting to interviews, and providing requested documentation and sworn testimony. Refusal to fully cooperate with an investigation or audit conducted by the Office of Inspector General shall constitute employee misconduct pursuant to Rule 60L-36.005(3) and (4), Florida Administrative Code, and will result in disciplinary action, up to and including dismissal.

9. Failure to Report. Adherence to this operating procedure by all departmental employees is essential to ensure the Office of Inspector General receives timely notification of allegations of fraud, waste, mismanagement, misconduct and other abuses in state government. Failure to report according to this operating procedure may be deemed a violation of § 60L-36.005, Florida Administrative Code. The standards of conduct require employees to exercise due care and reasonable diligence in the performance of job duties, to protect state property from loss or abuse, to maintain high standards of honesty, integrity and impartiality, and to place the interest of the public ahead of personal interests. Any violation of these standards will result in disciplinary action up to and including dismissal.

(Signed original copy on file)

ROBERT A. BUTTERWORTH
Secretary

SUMMARY OF REVISED, ADDED, OR DELETED MATERIAL

Paragraph 5k defining "miscellaneous" as a reportable incident has been deleted. Paragraph 7, Method(s) of Reporting, has been revised to permit electronic submission of a request for investigation.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Name (type or print)

Title

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 certain services; and

Whereas AGENCY has agreed to provide services in support of the Palm Beach County Continuum of Care and the Homeless Prevention Rapid Re-Housing Programs; 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 in set forth in the Scope of Work detailed in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit B. 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 5, 2010 and complete services on June 30, 2011.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **Twelve Thousand Dollars (\$12,000)**. The AGENCY shall bill the COUNTY on a monthly basis. Payment shall be on a unit of service basis as described in Exhibit B, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit B. All requests for payments of this Contract shall include the following:

an original cover memo on AGENCY letterhead signed by the Chief Executive Officer (Exhibit D) and the Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than the 10th of each month with the final

request submitted no later than 5 days following the end of the contract. All expenditures must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009. Any amounts not submitted by July 5, 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.

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.

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 and received for its purpose by the Board of County Commissioners of Palm Beach County through Title XII American Recovery and Investment Act of 2009.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds. A minimum of 50% of the funds must be expended by December 31, 2010.

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

In the event that funds become available, the AGENCY may be eligible for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding 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. **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 APalm 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.
- E. **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.
- F. **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
Division of Human Services
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 attorney=s 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 the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least annually and possibly semi-annually. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT 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 DEPARTMENT 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. Submit HPRP Quarterly Performance Report for each program as well as Quarterly Performance Measures Report, within 5 days of the end of each

calendar quarter (i.e. January 5, April 5, July 5) and an HPRP Annual Performance Report within 30 days after the end of the federal fiscal year that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted to the DEPARTMENT by completing Exhibit E and HPRPR Quarterly Performance Report Data Elements Section 6 as per, <http://www.hudhre.info/documents/HPRPDataElements.pdf>. All activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

- G. 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 - 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
Division of Human Services
Attn: Georgiana Devine
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 13 - 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 14 - 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 15 - 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 16 - 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 19 - 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, immediately 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 20 - NOTICES

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

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

and if sent to 211 Palm Beach/Treasure Coast shall be mailed to:
Susan Buza, Executive Director
P.O. Box 3588
Lantana, Florida 33465-3588

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed as per Title XII American Recovery and Investment Act of 2009 and that the COUNTY expects performance by the AGENCY in accordance with this regulation.

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 K. 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

**EXHIBIT A
SCOPE OF WORK
CONTRACT FOR HOMELESS PREVENTION RAPID RE-HOUSING**

Rapid Re-Housing

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of Homeless Prevention Rapid Re-Housing services in all of Palm Beach County. All activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

Deliverables:

- Deliverable 1: 100% of the HMIS users supporting HPRP services will be trained on HPRP system input.
- Demonstration: At the time of on-site program monitoring, documentation of training logs will be available for review and a list of users trained will be submitted with the Report of Quarterly Measurable Outcomes Report
- Deliverable 2: 100% of the quarterly HMIS generated completion reports will contain zero value for missing data elements as verification for data integrity.
- Demonstrate: At the time of on-site program monitoring, copies of monthly completion reports will be available for review and quarterly completion report will be submitted with the Report of Quarterly Measurable Outcomes Report
- Deliverable 3: 100% of the HMIS HPRP required reports as per Title XII American Recovery and Investment Act of 2009 will be submitted to HUD by deadline.
- Demonstration: Copies of quarterly HMIS HPRP reports will be submitted with Quarterly Measurable Outcomes Report

**EXHIBIT B
SCHEDULE FOR PAYMENT AND UNITS OF SERVICES**

Agency: 211 Palm Beach/Treasure Coast
Service/Program: Homeless Prevention Rapid Re-Housing Data

Definition of a Unit of Service For Data Collection and Evaluation	Number of Units of Service	Cost Per Unit of Service
A Homeless Prevention Rapid Re-Housing Data Collection and Evaluation unit of service is defined as: data analysis, development of reports, training, licensing, technical assistance, and data integrity monitoring	160	\$50.00
Mobilization- initial implementation of Rapid Re-Housing Program to include software and hardware, connectivity, entry and analysis and technical assistance	1	\$4,000

Data Collection and Evaluation Maximum Amount Authorized \$ 8,000

Mobilization Maximum Amount Authorized \$4,000

HPRP Data Collection and Evaluation Total \$ 12,000

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by 211 Palm Beach/Treasure Coast directly in connection with performance of its duties and Scope of Work pursuant to this Contract. 211 will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

**Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services 2010 - 2011**

Reimbursement Month and Year: _____

Agency Name:

Contract Year:

Service Dates:

Program/Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	Total
Data Collection and Evaluation									
Mobilization									
TOTAL									

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

Date

EXHIBIT E

QUARTERLY PERFORMANCE MEASURES REPORT

PROGRAM _____

QUARTER _____

PERFORMANCE MEASURES	TARGET (25% per quarter)	PERCENT ACHIEVED	STATUS
100% of the HPRP Users will be trained			
100% of the completion reports will contain zero value for missing data elements			
100% of the HPRP HMIS Reports were completed and filed with HUD			

Completed by _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2010

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 FAX (A/C. No): (561) 750-9134 E-MAIL ADDRESS: htepsic@bbbins.com PRODUCER CUSTOMER ID#: 00012305															
INSURED 211 Palm Beach/ Treasure Coast, Inc. PO BOX 3588 Lantana FL 33465-3588		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union fire</td> <td></td> </tr> <tr> <td>INSURER B: Technology Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Philadelphia Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union fire		INSURER B: Technology Insurance Co		INSURER C: Philadelphia Ins Co		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: National Union fire																	
INSURER B: Technology Insurance Co																	
INSURER C: Philadelphia Ins Co																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

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
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			06CA0196567390000	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						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						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3227738	1/1/2010	1/1/2011	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	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			PHSD444302	6/30/2010	6/30/2011	\$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)
 Professional Liability is covered under the General Liability Policy #06LX0864788460000 \$1,000,000 Occurrence/\$3,000,000 Aggregate, Claims Made, Retro 07/01/2003, Defense Cost Outside Limit, Accidental Limit - Certificate holder is listed as additional insured for General liability coverage (excluding products and completed operations) Subject: FY2009-2010 Contract with Palm Beach County.

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/HMT 

ACORD 25 (2009/09)
INS025 (200909)

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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 ADOPT-A-FAMILY OF THE PALM BEACHES, INC., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-2471253 Whereas the AGENCY has proposed providing certain services; and

Whereas AGENCY has agreed to provide services in support of the Palm Beach County Continuum of Care and Homeless Prevention Rapid Re-Housing Programs; 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 as specifically set forth in the Scope of Work detailed in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit B. 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 5, 2010 and complete services on June 30, 2011.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed **Four Hundred Sixty Eight Thousand One Hundred Eighty Seven Dollars (\$468,187)**. The AGENCY shall bill the COUNTY on a monthly basis. Payment shall be on a unit of service basis as described in Exhibit B, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit B. All requests for payments of this Contract shall include the following:

An original cover memo on AGENCY letterhead signed by the Chief Executive Officer (Exhibit F), the Monthly Allocation Worksheet (Exhibit C), Monthly Schedule of Leasing Payments (Exhibit D), and Monthly Schedule of Utility Payments

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than the 10th of each month with the final request submitted no later than 5 days following the end of the contract. All expenditures must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009. Any amounts not submitted by July 5, 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.

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.

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 and received for its purpose by the Board of County Commissioners of Palm Beach County through Title XII American Recovery and Investment Act of 2009.

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

This agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds. A minimum of 50% of the funds must be expended by the December 31, 2010 with the remaining funds obligated for services.

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

In the event that funds become available, the AGENCY may be eligible for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding 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. **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 APalm 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.
- E. **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.
- F. **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
Division of Human Services
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 attorney's 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 the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A, are

adhered to. All contracted programs/services will be reviewed at least annually and possibly semi-annually. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT 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 DEPARTMENT 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. Submit HPRP Quarterly Performance Report as well as Quarterly Performance Measures Report, within 5 days of the end of each calendar quarter (i.e. January 5, April 5, July 5) and an HPRP Annual Performance Report within 30 days after the end of the contract year that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted to the DEPARTMENT by completing Exhibit G and HPRPR Quarterly Performance Report Data Elements Section 6 as per, <http://www.hudhre.info/documents/HPRPDataElements.pdf>. HPRP activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.
- G. 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 - 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
Division of Human Services
Attn: Georgiana Devine
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 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18- 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 19 - 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, immediately 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 20 - NOTICES

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

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

and if sent to Adopt-A-Family shall be mailed to:

Wendy Tippett, Executive Director
Adopt-A-Family of the Palm Beaches
1712 2nd Avenue North
Lake Worth, Florida 33460

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed as per Title XII American Recovery and Investment Act of 2009 and that the COUNTY expects performance by the AGENCY in accordance with this regulation.

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:

Matthew Constantine
Signature

Adopt-A-Family of the Palm Beaches, Inc.
AGENCY's Name Typed

Matthew Constantine
Name Typed

BY Wendy A. Tippett
Signature

59-2471253
AGENCY's Federal ID Number

Wendy Tippett
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services**

By: Channell Wilkins
Channell Wilkins, Director
Community Services

EXHIBIT A
SCOPE OF WORK CONTRACT FOR RAPID RE-HOUSING

Rapid Re-Housing

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of Housing Relocation and Stabilization services and Financial Assistance through rapid re-housing services in Palm Beach County. All activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

Deliverables:

Deliverable 1: 100% of the program participants will be determined income eligible for Rapid Re-Housing based on 50% or below of Area Median Income (www.huduser.org/DATASETS/il.html)

Demonstration: At the time of on-site program monitoring, documentation of income eligibility will be contained in individual case records and available for review

Deliverable 2: 100% of the program participants will be determined homeless as per Title XII American Recovery and Investment Act of 2009.

Demonstration: At the time of on-site program monitoring, documentation of homelessness will be contained in individual case records and available for review

Deliverable 3: 100% of the required HPRP data as per Title XII American Recovery and Investment Act of 2009 for program participants will be entered into CMIS

Demonstration: HPRP Quarterly and Annual HPRP reports will be submitted as required by Title XII American Recovery and Investment Act of 2009. HPRP Quarterly Reports will be submitted along with Quarterly Performance Measures Report

Deliverable 4: 100% of the program participants will have an initial service plan and a review certification of the services identified on the plan every 90 days.

Demonstration: At the time of on-site program monitoring, service plans will be contained in individual case records and available for review

Deliverable 5: 100% of the rentals will receive a Housing Habitability Standard Inspection as per Title XII American Recovery and Investment Act of 2009 prior to a Rapid Re-Housing participant enters into a lease with the landlord.

Demonstration: At the time of on-site program monitoring, Quality Housing Inspection Reports will be on file and available for review

Exhibit A - 2
Scope of Work (con't)

Deliverable 6: 50% of Rapid Re-Housing participants will be moved out of shelter into permanent housing in 30 days or less.

Demonstration A spreadsheet listing Rapid Re-Housing participants entrance and exit from shelter will be tracked and submitted at time of submission of Report of Quarterly Measurable Outcomes Report

Deliverable 7: 80% of Rapid Re-Housing participants will remain housed after one year of initial services

Demonstration A spreadsheet listing Rapid Re-Housing participants and length of stay in program will be submitted at time of submission of Report of Quarterly Measurable Outcomes Report

**EXHIBIT B
SCHEDULE FOR PAYMENT AND UNITS OF SERVICES**

Agency: Adopt-A-Family
Service/Program: Rapid Re-Housing

Definition of a Unit of Service for Rapid Re-Housing Relocation & Stabilization	Number of Units of Service	Cost Per Unit of Service
A unit of service is defined as rapid re-housing services which encompasses staff utilization of cell phone, mileage, and case management and related services such as outreach and engagement, intake and assessment, program eligibility determination, development of housing and service plans, referral and linkage to housing placement, job placement assistance, legal assistance, credit repair and budgeting, mainstream resource referral and linkage, financial assistance, monitoring and evaluating program participant performance and data entry into CMIS	1,344	\$50.11
Mobilization- initial implementation of Rapid Re-Housing Program	1	\$157,660

Rapid Re-Housing Maximum Amount Authorized	<u>\$ 67,347</u>
Mobilization Maximum Amount Authorized	<u>\$157,660</u>
Leasing Deposits, Utility Payments & Utility Deposits Maximum Amount Authorized	<u>\$ 238,451</u>
Administration	<u>\$ 4,729</u>
Total Housing Relocation & Stabilization, Financial Assistance & Administration	<u>\$468,187</u>

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by Adopt-A-Family directly in connection with Adopt-A-Family's performance of its duties and Scope of Work pursuant to this Contract. Mobilization funds must be expended on Rapid Re-Housing eligible activities as defined by HUD. Any mobilization funds carried forward will be expended on Rapid Re-Housing participants within the contract period. AAF will sustain the program for the full contract period regardless of the rate of expenditure of above funds. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security and utility deposits as well as utility payments will be based on actual costs. All expenditures and activities must be in compliance as set forth in Title XII American Recovery and Investment Act of 2009.

**Monthly Allocation Worksheet
Palm Beach County Department of Community Services
Division of Human Services 2010-2011**

Reimbursement Month and Year: _____

Agency Name:

Contract Year:

Service Dates:

Program/Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	Total
Housing Relocation & Stabilization									
Leasing Expenses									
Security Deposits									
Utility Payments									
Utility Deposits									
Mobilization									
HPRP TOTAL									

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

Date

Monthly Schedule of Leasing Payments

Client Initials	Unique Identification Number	Month of Service	# of BR's/ FMR	Actual Leasing Cost	% of Leasing Cost	Cost of Deposit	Reimbursement Request
Total Financial Assistance Request							

The following must be available during on-site program monitoring: lease, proof of housing inspection, and proof of payment for lease and security deposit. Reimbursement for leasing costs will be based on actual costs not to exceed current Fair Market Rent (FMR). Reimbursement for security deposits will be based on actual costs.

Exhibit F

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 # _____.

EXHIBIT G

QUARTERLY PERFORMANCE MEASURES REPORT

PROGRAM _____

QUARTER _____

PERFORMANCE MEASURES	TARGET (25% per quarter)	PERCENT ACHIEVED	STATUS
50% of Rapid Re-Housing participants will be moved to PH from shelter in 30 days or less			
Complete 60 Quality Standard Inspections.			
80% of Rapid Re-Housing participants will remain housed after six months of initial services			
100% of the CMIS completion reports will contain zero value for missing data elements			

Completed by _____

Date _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2010

PRODUCER (561)776-0660 FAX (561)776-0670
Insurance Office of America, Inc.
 Abacoa Town Center
 1200 University Blvd., Ste 200
 Jupiter, FL 33458

INSURED Adopt-A-Family of the Palm Beaches, Inc.
 1712 Second Avenue North
 Lake Worth, FL 33460

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Ins. Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	PHPK504945	12/07/2009	12/07/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK504945	12/07/2009	12/07/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB292108	12/07/2009	12/07/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	PHPK504945	12/07/2009	12/07/2010	\$1,000,000 Each Wrongful Act \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 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 is included as Additional Insured with respects to General Liability only

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Community Services Department Division of Human Services 810 Datura Street West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Floyd Nichols/JOHNSK <i>Floyd Nichols</i>