

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: March 6, 2012	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department
Submitted By: Community Services
Submitted For: Division of Human Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A)** Contract for Provision of Financial Assistance with Governor's Council for Community Health Partnerships, Inc. for the period May 1, 2012, through September 30, 2012, in an amount not to exceed \$442,979 for Summer Camp Scholarships; and

- B)** Budget Transfer of \$8,750 in the General Fund from Division of Human Services to Financially Assisted Agencies Program to fund the administrative cost associated with delivering the program.


Summary: The Summer Camp Scholarship Program pays full tuition and associated fees for eligible children to attend day camp during the summer months. Palm Beach County Board of County Commissioners has allocated \$434,229 to fund summer camp scholarships for eligible children and the Division of Human Services is contributing \$8,750 for administrative cost. Governor's Council for Community Health Partnerships, Inc. (GCCHP) receives these funds, which are matched by the Children's Services Council of Palm Beach County, in addition to other grants and private donations. Combined, these funds result in the ability to provide 1,400 scholarships to Palm Beach County children to attend over 100 camps. GCCHP processes payments to the specific Summer Camp vendors based on invoices from the Division of Human Services. GCCHP maintains financial records, reports of payments and receipts for Summer Camp funding which is audited annually. (Human Services) Countywide (TKF)


Background and Justification: The Summer Camp Scholarship Program, established in 1995, is a public/private initiative providing a summer camp experience to children from low-income families. Since 1995, GCCHP has provided support for the Summer Camp Scholarship Program. The program provides a safe, supervised environment where otherwise children may be left at home alone, in the care of older siblings or unsupervised on the streets. The Division of Human Services began administering the program in August 2006. GCCHP also develops and implements marketing strategies to raise additional funding for the Summer Camp Scholarship Program. The Division of Human Services established policies and procedures for summer camp scholarship eligibility and summer camp vendors.

Attachments:

- 1. Contract for Provision of Financial Assistance
- 2. Budget Transfer

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Recommended By: <u></u>	_____
Department Director	Date

Approved By: <u></u>	<u>2/24/12</u>
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>442,979</u>	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>442,979</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Budget Account No.: Fund 0001 Dept 740 Unit 2514 Object 8201
 Program Code _____ Program Period _____

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

C. Departmental Fiscal Review: Taruna Malhotra
2/13/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p>OFMB</p> <p><i>[Signature]</i> 2/15/2012 LA 2/15/12 JMM 2-14-12</p>	<p><i>[Signature]</i> 2/23/12</p> <p>Contract Dev. and Control 2-23-12 B. B. B.</p>
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B. Legal Sufficiency:

[Signature] 2/14/12
 Assistant County Attorney

This Contract complies with our contract review requirements.
 It should be noted that Risk Mgmt. waived the standard insurance requirements.

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 TRANSFER

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 02/08/12	REMAINING BALANCE
EXPENDITURE								
740 2514 8201	Contributions-Non-Governmntl Agencies	434,229	434,229	8,750		442,979		442,979
148 1310 3401	Other Contractual Services	8,750	8,750		8,750	0	0	0
Total Expenditures				8,750	8,750			

BUD_BLNK.xl

Signatures

Date

By Board of County Commissioners
 At Meeting of March 6, 2012

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

Channell Wilkins

 Deputy Clerk to the
 Board of County Commissioners

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2012, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Governor's Council for Community Health Partnerships, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 65-0449910.

Whereas the AGENCY has proposed providing Summer Camp Scholarship Funding Administration for low income Palm Beach County residents; and

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

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

ARTICLE 1 - SERVICES

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

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on May 1st 2012 and complete services on September 30, 2012.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Four Hundred Forty Two Thousand Nine Hundred and Seventy Nine Dollars (\$442,979.00). The AGENCY shall bill the COUNTY on at least a monthly basis, for Summer Camp Scholarships and fiscal administration provided as indicated by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B" and "C". 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:

1. An original cover memo (Exhibit E) on AGENCY letterhead signed by the Board of Director's Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit F).
3. A copy of Summer Camp Scholarship Program statement (Exhibit D).
4. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually

incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A" and "B"

5. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "C".
6. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2012. Any amounts not submitted by September 30, 2012, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

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

ARTICLE 4 - AVAILABILITY OF FUNDS

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

ARTICLE 5 - AMENDMENTS TO FUNDING LEVELS

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

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 – 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 8 - 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 9 - 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 10 - 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 it's DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit "A", and Exhibit "B" are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 11 - 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with 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 Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

**Community Services Department
Attn: Division of Human Services Program
& Contract Manager
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

ARTICLE 12 - CONFLICT OF INTEREST

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

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

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 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA),

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

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 - CONTINGENT FEES

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

ARTICLE 17 - 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 18 - 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 19 – 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 20- 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, Palm Beach County Code, Sections 2-421 – 2-440 as may be amended.

ARTICLE 21 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.

- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 22 - SEVERABILITY

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

ARTICLE 23 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 24 - NOTICES

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

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

and if sent to the AGENCY shall be mailed to:

Board of Directors
Governor's Council for Community Health Partnerships
Palm Beach County Health Department
800 Clematis Street, Room 3307
West Palm Beach, Florida 33401

ARTICLE 25 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

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

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

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

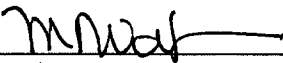
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Shelley Vana, Chair

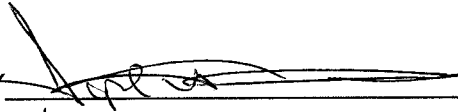
WITNESS:


Signature

AGENCY:

Governor's Council for Community Health
Partnerships, Inc.
AGENCY's Name Typed

MARIA T. WATSON
Name Typed

BY: 
Signature

65-0449910
AGENCY's Federal ID Number

Joseph Peters
AGENCY's Signatory Name Typed

President
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, Director
Community Services

Exhibit A

Scope of Work

This Scope of Work defines the working relationship and partnership of each respective party in addressing and responding to the delivery of Summer Camp Scholarship Program in Palm Beach County.

UNDER THIS SCOPE OF WORK, GOVERNOR'S COUNCIL FOR COMMUNITY HEALTH PARTNERSHIP WILL:

- Administer funds for the Summer Camp Scholarship Program on behalf of the Palm Beach County Board of County Commissioners.
- Submit documentation to include: Summer Camp Vendor Invoice, Summer Camp Scholarship Program Statement (Exhibit D), Governor's Council Invoice on AGENCY letterhead.
- Solicit and receive donations for Summer Camp Scholarship Program.
- Maintain financial reports for Summer Camp Scholarship Program expenditures.
- Coordinate Summer Camp Scholarship Program Sub-Committee to develop marketing strategies for funding opportunities.

NOTE: Governor's Council does not select or recommend Summer Camp Vendors to Palm Beach County residents. Governor's Council has no affiliation with any Summer Camp Vendor. Governor's Council does not have any paid employees. Governor's Council is staffed by employees of the Palm Beach County Health Department with support from volunteers.

UNDER THIS SCOPE OF WORK, THE PALM BEACH COUNTY DIVISION OF HUMAN SERVICES WILL:

- Establish programmatic guidelines and requirements for the Summer Camp Scholarship Program.
- Recruit Summer Camp Vendors for participation in Summer Camp Scholarship Program.
- Coordinate completion of Summer Camp Vendor Packets.
- Establish maximum Summer Camp fees.

Exhibit A2

- Establish approved Summer Camp Scholarship Program Vendor List.
- Market Summer Camp Scholarship Program within Palm Beach County.
- Process and approve Summer Camp Scholarship Applications.
- Award scholarships to eligible Palm Beach County residents.
- Monitor the approved Summer Camp Vendors throughout the summer for attendance and compliance with established guidelines.
- Review, approve and process reimbursement requests from Summer Camp Providers and submit Summer Camp Scholarship Program Statement (Exhibit D) to Governor's Council for payment.
- Monitor utilization of funds allocated for scholarships.
- Develop and present annual report to funders.

MONITORING / REPORTING:

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

BILLING / PAYMENTS:

Reimbursement is for actual, documented costs only.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2012. Any amounts not submitted by September 30, 2012, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.



The Governor's Council for Community Health Partnerships, Inc. (GCCHP) is a collaborative, non-profit, tax exempt, 501(c)3 corporation of community partners under the leadership of the Palm Beach County Health Department (PBCHD) that:

- Works with the PBCHD to prioritize needs, form task groups, plan strategies, and pools resources.
- Designs programs and creates committees to address specific issues.
- Identifies programs with limited financial resources, and acts as a conduit to enable them to receive private hands-on support and funding.
- Serves as an incubator for start-up programs exploring establishing their own non-profit status.
- Recognizes and celebrates individuals and organizations in the PBC community who make outstanding contributions to their mission.

Since 1995, GCCHP has provided support for the Summer Camp Scholarship Program. The Program assures school aged children are not home alone during the summer months and continue to receive nutritious meals in the summer.

GCCHP is allocated \$442,979 in funding from PBCBCC to support the Summer Camp Scholarship Program. GCCHP processes payments to the specific Summer Camp providers based on invoices from PBC Division of Human Services. GCCHP maintains financial records and reports of payments and receipts for Summer Camp funding. In addition, GCCHP's Summer Camp Scholarship Sub-committee develops and implements marketing strategies to raise additional funding for the Summer Camp Scholarship Program.

2012 Program Budget

Summer Camp Scholarships	\$434,229
Administrative Expenses	\$8,750 (Administrative Support Service Cost)
Including:	Insurance
	Annual audit
	Taxes
	Brochures
	State Registration
	Service Charges
	Web Hosting
	Misc. Office Supplies
	Postage
	Marketing materials
	Travel (could be re-imbursement for expenses or parking)
Total:	\$442,979

Schedule of Payment and Units of Services

Agency: Governor's Council for Community Health Partnerships

Definition of Unit of Service for Fiscal Administration of Community Services Department Programs	Number of Units of Service	Cost per Unit of Service
Unit of service is defines as: Invoice processing, payment reimbursement, record keeping, reporting of payments and receipts for Summer Camp Scholarship Program and other initiatives and programs within the Community Services Department	Not to exceed 254.60	\$20.62
Annual Audit	1	\$3,500

Fiscal Administration maximum amount authorized: \$ 5,250

Audit maximum amount authorized: \$3,500

Total : \$8,750

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract and reasonably incurred by the Governor's Council for Community Health Partnerships directly in connection with performance of its duties and Scope of Work pursuant to this Contract. The Governor's Council for Community Health Partnerships will sustain the program from May 1st, 2012 until September 30, 2012.



810 Datura Street, West Palm Beach, Florida 33401 Phone: (561) 355-4775

Date:

Statement #:

To: Governor's Council for Community Health Partnerships
800 Clematis Street
Room 3307
West Palm Beach, FL 33401

Please remit a check in the amount of \$

Payable to:
Contact:
Address:

# of Children/Amount per child	Total
	\$

Thank You.

Authorization Signature: _____
Program Coordinator SCSP
Division of Human Services

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

_____ (Signature)
Board of Director's Officer

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

Expenditure Report for Month of _____
 (Insert Month and Year)

Camp Vendor	Cost per child	# of children	Statement #	Check #	Camp start/end date	Total paid
Total Request:						

Attach to this form a copy of invoices and checks.

From: Dick Cohen
To: Georgiana Devine
Date: 1/8/2008 7:03 AM
Subject: Re: Contract Insurance Requirements

Risk Mgm't is agreeable to waiving all insurance requirements

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420
(C)561-373-8336

>>> Georgiana Devine 1/7/2008 3:06 PM >>>
Dick,

Happy New Year. As we discussed before the holiday, attached is the Summer Camp Scholarship Scope of Work and Contract with the Governor's Council. Please review and advise if all the insurance requirements can be waived for this contract. If you need additional information, please let me know.

As always, thank you for your assistance with this matter.

Georgiana Devine
Homeless Program and Contract Manager
(561) 355-4778
Gdevine@co.palm-beach.fl.us