



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes  No   
 Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

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

\* No fiscal impact.

**C. Departmental Fiscal Review:** Shairette Major 8-15-12  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 8/23/12  
 OFMB

[Signature] 8/24/12  
 Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 8/27/12  
 Chief Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AMENDMENT 002 TO THE AGREEMENT  
WITH  
FOUNDCARE, INC.**

Amendment 002 entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County and FoundCare, Inc.

**WITNESSETH:**

WHEREAS, Palm Beach County entered into an Agreement with FoundCare, Inc. on December 20, 2011, approved by Document R2011-2016, amended as R2012-0894, to make available \$72,839 of Community Development Block Grant funds for the operation of a community health center which provides primary medical care to uninsured low and moderate income persons; and

WHEREAS, the parties wish to modify the Agreement, and

WHEREAS, both parties mutually agree that the original Agreement entered into on December 20, 2011, is hereby amended as follows:

**Exhibit A – Work Program Narrative – Section II.B.**

Replace Section II.B with "Provide reimbursement to the Agency for provision of primary medical care to approximately 700 uninsured existing clients at a rate of \$104.05 for each client visit. To be an existing client, the client should have received assistance from the Agency prior to October 1, 2011".

NOW THEREFORE, all items in the previous Agreement in conflict with the Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(CORPORATE SEAL)

**FOUNDCARE, INC.**, a Florida Corporation

BY:   
Elizabeth A. Clark, President

BY:   
Yvette Bonnet, Chief Executive Officer

ATTEST: Sharon R. Bock  
Clerk and Comptroller

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

**BOARD OF COUNTY COMMISSIONERS**

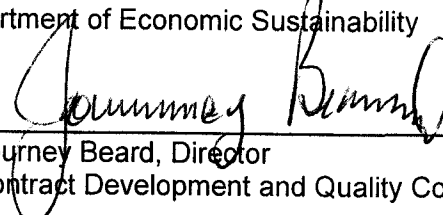
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
Tammy K. Fields  
Chief Assistant County Attorney

By:   
Journey Beard, Director  
Contract Development and Quality Control

(COUNTY SEAL)

ATTACHMENT 1

R201210894

**AMENDMENT 001 TO THE AGREEMENT  
WITH  
FOUNDCARE, INC.**

Amendment 001 entered into this \_\_\_\_\_ day of JUN 19 2012, \_\_\_\_\_ by and between **Palm Beach County and FoundCare, Inc.**

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2011-2016) with FoundCare, Inc. on December 20, 2011, to provide \$50,439 of Community Development Block Grant (CDBG) funds for the operation of a community health center which provides primary medical care to uninsured low and moderate income persons; and

**WHEREAS**, funding in the amount of \$22,400 has been reallocated for use in connection with this Agreement; and

**WHEREAS**, both parties wish to modify this Agreement to, amongst other things, increase the amount of funding; and

**WHEREAS**, both parties mutually agree that the original Agreement entered into, is hereby amended as follows:

**A. PART I - SECTION 1 (3) - DEFINITIONS**

The parties recognize that the County has changed the name of Palm Beach County Department of Housing and Community Development to Palm Beach County Department of Economic Sustainability. Accordingly, the term "HCD", as it appears in the Agreement, is hereby deleted and replaced with the term "DES" and DES shall mean Palm Beach County Department of Economic Sustainability.

**B. PART III - SECTION 1 - MAXIMUM COMPENSATION**

Replace "Fifty Thousand Four Hundred Thirty-Nine Dollars (\$50,439)" with "Seventy-Two Thousand Eight Hundred Thirty-Nine Dollars (\$72,839)".

**C. PART IV - SECTION 24 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Delete the entire Section and replace it with the following:

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**D. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION I.E. PERFORMANCE BENCHMARKS**

Delete the Sections I.E.1 and I.E.2 and replace them with the following:

- (1) Expend at least \$22,698 of the total funding allocation by March 30, 2012; and
- (2) Expend the remaining \$50,141 of the total funding allocation by September 30, 2012.

E. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION II. A.

Replace "\$50,439" with "\$72,839".

F. EXHIBIT "A" - WORK PROGRAM NARRATIVE - SECTION II.B.

Replace "\$72.06" with "\$104.05".

G. EXHIBIT G - TOTAL PROGRAM BUDGET

Delete Exhibit G and replace with Exhibit "F" as attached hereto.

NOW THEREFORE, 1) all items in the previous Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(CORPORATE SEAL BELOW)

FOUNDCARE, INC., a Florida Corporation

By: [Signature]  
Elizabeth A. Clark, President

By: [Signature]  
Yvette Bonnet, Chief Executive Officer

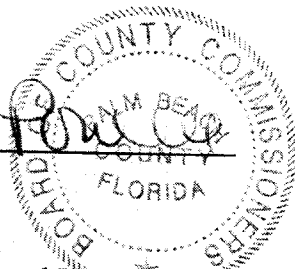
(COUNTY SEAL BELOW)

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

By: [Signature]  
for Shelley Vana, Chair **Steven L. Abrams** Vice Chair  
Board of County Commissioners

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: [Signature]  
Deputy Clerk



Document No.: R2012-0894  
JUN 19 2012

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: [Signature]  
Tammy K. Fields  
Senior Assistant County Attorney

By: [Signature]  
Journey Beard, Director  
Contract Development and Quality Control

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

R 2011 2016

FOUNDCARE, INC.

DEC 20 2011

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and FOUNDCARE, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 2330 South Congress Avenue, West Palm Beach, Florida 33406 and its Federal Tax Identification Number as 542083748.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the County made available \$50,439 in CDBG funds to operate a community health center to provide primary medical care to uninsured low and moderate income persons

WHEREAS, Palm Beach County, in accordance with the FY 2011-12 Action Plan, and FOUNDCARE, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage FOUNDCARE, INC. to implement such undertakings of the CDBG Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HCD" means Palm Beach County Housing and Community Development.
- (D) "Agency" means FOUNDCARE, INC.
- (E) "HCD Approval" means the written approval of the HCD Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

## PART II

### SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

## PART III

### COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

#### 1. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **Fifty Thousand Four Hundred Thirty-nine Dollars (\$50,439)** for the period of October 1, 2011 through September 30, 2012. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency and submitted to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

#### 2. TIME OF PERFORMANCE

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-11-UC-12-0004. The effective date shall be October 1, 2011 and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by September 30, 2012.

#### 3. METHOD OF PAYMENT

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Agency shall not request reimbursement for payments made by the Agency before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall request reimbursements from the County by submitting to HCD proper documentation. Satisfactory proof of payment by the Agency shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Agency must furnish copies, if deemed satisfactory and acceptable by HCD.

Each request for reimbursement submitted by the Agency shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Agency and HCD. Invoices will not be honored or approved if received by HCD later than forty-five (45) days after the expiration date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS



Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS  
HCD shall have the right under this Agreement to suspend or terminate payments, if after being provided written notice, the Agency does not comply with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY  
The following, among others, require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and Agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) PROGRAM-GENERATED INCOME  
The Agency shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Agency from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HCD on an monthly basis.

The Agency may request that program income be used to fund other eligible uses, subject to HCD approval, and provided that the Agency is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Agency shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Agency agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Agency's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

The requirements of this Paragraph shall survive the expiration of this Agreement.

#### PART IV

##### GENERAL CONDITIONS

##### 1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Agency agrees that no person shall on the grounds of race, color, disability, ancestry, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement.

Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/-women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. PROJECT BENEFICIARIES

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Part III, Paragraph 1 of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

5. EVALUATION AND MONITORING

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by HCD. Substandard performance, as determined by HCD, will constitute noncompliance with this Agreement.**

The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete

reports required by the County or U.S. HUD. The Agency shall allow HCD, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

6. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Agency expends over \$500,000 of Federal awards, the Agency shall comply with the Provision of OMB Circular A-133. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the Agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or

applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

10. INSURANCE

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(A) COMMERCIAL GENERAL LIABILITY

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(B) BUSINESS AUTOMOBILE LIABILITY

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency agrees that this coverage shall be provided on a primary basis.

(C) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Agency shall agree to maintain Workers' Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

(D) ADDITIONAL INSURED

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. **The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development."** The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(E) CERTIFICATE OF INSURANCE

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day

endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners  
c/o H.C.D.  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

(F) RIGHT TO REVIEW AND ADJUST

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Agency shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

13. CITIZEN PARTICIPATION

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency,
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133,
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990,
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended,
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended,
- (F) The Drug-Free Workplace Act of 1988, as amended,
- (G) Florida Statutes, Chapter 112,
- (H) Palm Beach County Purchasing Ordinance,
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85,
- (J) The Agency's Personnel Policies and Job Descriptions,
- (K) The Agency's Articles of Incorporation and Bylaws,
- (L) The Agency's Certificate of Insurance,
- (M) Current list of the Agency's Officers and members of Board of Directors,
- (N) Proof of Agency 501(c)(3) certification from Internal Revenue Service (IRS).

The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

17. TERMINATION AND SUSPENSION

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement, through and including the date of termination.

18. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

19. AMENDMENTS

The County or the Agency may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

20. NOTICE

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

21. INDEPENDENT AGENT AND EMPLOYEES

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

22. NO FORFEITURE

The rights of the County or the Agency under this Agreement shall be cumulative and failure on the part of the County or the Agency to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

23. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

24. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code Section 2-421 to 2-440, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County agreements, contracts, transactions, accounts, and records. All parties doing business with the County and receiving County funds, including the Agency, shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

25. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of twenty-two (22) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

26. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



WITNESS our Hands and Seals on the \_\_\_\_\_ day of DEC 20, 2011.

(CORPORATE or MUNICIPAL SEAL)

FOUNDCARE, INC., a Florida corporation

By: [Signature]  
Michael Calhoun, Board President

By: [Signature]  
Yvette Bonnet, Chief Executive Officer

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,  
Clerk and Comptroller

By: [Signature]  
Shelley Vana, Chair  
Board of County Commissioners

By: [Signature]  
Deputy Clerk



Document No.: R2011-2016

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community  
Development

By: [Signature]  
Tammy K. Fields  
Senior Assistant County Attorney

By: [Signature]  
Journey Beard, Director  
Contract Development and Quality

Control

EXHIBIT "A"

WORK PROGRAM NARRATIVE

I. **THE AGENCY AGREES TO:**

- A. **SCOPE OF WORK:** The Agency shall operate a community health center which provides primary medical care to uninsured low and moderate income persons residing in the central and eastern portion of the county. Under this agreement, the agency will provide service to an unduplicated 700 existing clients. To be considered an existing client, the individual must be a returning patient first seen before October 1, 2011.
- B. **REPORTS:** The Agency shall maintain and submit to HCD the following reports:
- i. A **Client Daily Record** form with monthly average daily roster of persons served in a format described in Exhibit "C" with each request for reimbursement;
  - ii. The **Direct Benefit Activities** form (Exhibit "D") and **Detailed Narrative Report** (Exhibit "E") by the 10th of each month. The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above;
  - iii. Section B.2. of the **Detailed Narrative Report**, for all program income received by the Agency that is directly generated by activities carried out with funds made available under this Agreement on a monthly basis. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- C. **PROJECT BUDGET:** The Agency shall utilize funds provided under this Agreement to purchase items listed under the CDBG Budget column found in Exhibit "F". Specifically, funds will be used for the following: partial salaries and benefits of the Medical Director/ Family Practice Physician. The Agency shall attest to the accurate completion of Exhibit "F" to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform and obtain approval by the County of any changes to the budget displayed on Exhibit "F".
- D. **PROJECT REQUIREMENTS:** Provide service exclusively to current residents of Palm Beach County (and ensure that at least fifty-one percent (51%) of beneficiaries assisted under this Agreement reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The Agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.)
- E. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Agency shall comply with the following Performance Benchmarks:
- (1) Expend at least 45% (\$22,698) of the total funding allocation by March 30, 2012;  
And
  - (2) Expend the remaining 55% (\$27,741) of the total funding allocation by September 30, 2012.

**This Agreement may be amended to decrease and/or recapture grant funds from the Agency depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HCD.**

The Agency agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Agency to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

The Agency further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter of the Agency's compliance with the above.

- F. **BENEFICIARIES:** Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income. Low and moderate income status may be proved through income certification where the activity requires information on income by family size unless the beneficiaries of the program are classified as a presumed low and moderate income population: abused children, battered spouses, elderly persons, adults meeting the definition of "severely disabled" in the Bureau of Census' Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Client income eligibility determination, may include, but is not limited to: third-party verification of income such as the prior year income tax forms, pay stubs, or proof of eligibility for other forms of Federal financial assistance (TANF, reduced school lunch, subsidized daycare, subsidized housing assistance, etc). Each determination must have the income limits applied and point in time when the benefit was determined. All authentic (original) documents must be maintained in client files.

For clients served who are homeless, the Agency is required to maintain written documentation verifying all persons assisted under this agreement are either homeless or at risk of becoming homeless. The Agency shall provide such written verification to HCD upon HCD's request. For the purposes of this agreement, "homeless", "homeless individuals", and "homeless persons" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as the following:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence and is:
  - An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregational shelters, and transitional housing); or
  - An individual who is exiting an institution where he or she resided for 90 days or less and who resided in a shelter or place not meant for human habitation immediately before entering the institution;
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
  - The primary nighttime residence will be lost within fourteen (14) days of the application for homeless assistance;
  - No subsequent residence has been identified; and
  - The individual or family lacks the resources or support networks needed to obtain other permanent housing;
3. Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who do not otherwise qualify as homeless under this definition and:
  - Have not have a lease, ownership interest, or occupancy agreement in permanent housing and any time during the ninety-one (91) days immediately before applying for homeless assistance;
  - Have experienced persistent instability as measured by three moves or more during the ninety (90) day period immediately before applying for homeless assistance; and

- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration, and a history of unstable employment; and
4. An individual of family who:
- Is fleeing, or is attempting to flee, domestic violence, dating violence sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary residence;
  - Has no other residence; and
  - Lacks the resources or support networks needed to obtain other permanent housing.

For purposes of this agreement "homeless individual with a disability" is defined under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 as an individual who is homeless and has a disability that:

- Is expected to be long-continuing or of indefinite duration;
- Substantially impedes the individual's ability to live independently;
- Could be improved by the provision of more suitable housing conditions;
- Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post traumatic stress disorder, or brain injury;
- Is a developmental disability; or
- Is the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic Agent for acquired immunodeficiency syndrome, including infection with human immunodeficiency virus (HIV).

For all assistance offered to the severely disabled, persons eligible for reimbursement under this Agreement must meet the Bureau of Census definition of severely disabled. Persons are considered severely disabled if they:

1. use a wheelchair or another special aid for six (6) months or longer;
2. are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking), needed assistance with activities of daily living (getting around inside the home, getting in and out of bed or a chair; bathing, dressing, eating, and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
3. are prevented from working at a job or doing housework;
4. have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
5. are under sixty-five (65) years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Proof of disability status under this definition must be maintained in the client's program files be made available for monitoring purposes. Proof of disability documentation may include, but not limited to, assessments, evaluations, or statements from an appropriate practitioner or Agency (e.g. Social Security Administration, Veterans Administration. At no time shall HCD inquire about the nature or extent of a person's disability, nor inquire about a person's diagnosis or details of treatment for said disability or medical condition.

At no time shall HCD inquire about the nature or extent of a person's disability, nor inquire about a person's diagnosis or details of treatment for said disability or medical condition.

- G. REPAYMENT: The Agency shall repay to the County funds reimbursed under this Agreement if the Agency fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which results in HUD requiring repayment from the County.
- H. COORDINATION OF SERVICES: The Agency shall coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- I. DRUG-FREE WORKPLACE: The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug-Free Workplace Act of 1988.

**II. THE COUNTY AGREES TO:**

- A. Reimburse the Agency on a monthly basis for services provided to each existing client. The rate at which reimbursement will be made is shown at (B) below. The total reimbursement amount is not to exceed a maximum of **\$50,439**.
- B. Provide reimbursement to the Agency for provision of primary medical care to approximately 700 uninsured existing clients at a rate of \$72.06 for each unduplicated client served. To be an existing client, the client should have received assistance from the agency prior to October 1, 2011.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- E. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

LETTERHEAD STATIONERY

TO: Housing and Community Development, Director  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT - R-20\_\_ -

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Attached, you will find Invoice # \_\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_. The expenditures for this invoice covers the period through \_\_\_\_\_. You will also find attached documentation relating to the expenditures involved.

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Approved for Submission

**EXHIBIT C**  
**CLIENT DAILY RECORD**

Number of Persons Served for Month of \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

	Client Name/Identifier		Client Name/Identifier		Client Name/Identifier		Client Name/Identifier
1.		16.		31.		46.	
2.		17.		32.		47.	
3.		18.		33.		48.	
4.		19.		34.		49.	
5.		20.		35.		50.	
6.		21.		36.		51.	
7.		22.		37.		52.	
8.		23.		38.		53.	
9.		24.		38.		54.	
10.		25.		40.		55.	
11.		26.		41.		56.	
12.		27.		42.		57.	
13.		28.		43.		58.	
14.		29.		44.		59.	
15.		30.		45.		60.	

Number Served \_\_\_\_\_ Reimbursement Rate per person Served \$ \_\_\_\_\_ Amount of Reimbursement being requested \$ \_\_\_\_\_

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HCD. I further acknowledge that all information herein is subject to verification by HCD, Palm Beach County, U.S. HUD or their agents.

\_\_\_\_\_  
(Signature) (Printed Name and Title) (Date)

**EXHIBIT "D"**

**DIRECT BENEFITS ACTIVITIES**

**Palm Beach County Housing and Community Development**

Subrecipient/Program Name: \_\_\_\_\_ Agreement: R20 \_\_\_\_\_ - \_\_\_\_\_ Month/Year Reported: \_\_\_\_\_

	TOTAL Number of Individuals	Total Number of Individuals or Households Served Who Are:										Female Headed Households
		Income:					TOTAL	Racial/Ethnic Characteristics:				
		Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income <30%	#Total		# Hispanic				
						This Month		YTD	This Month	YTD		
						Racial Category	This Month	YTD	This Month	YTD		
Total Unduplicated Number Served This Month:	_____*	_____	_____	_____	_____	_____*	White:					
							Black/African American:					
							Asian:					
							American Indian/Alaskan Native:					
							Native Hawaiian/Other Pacific Islander:					
							American Indian/Alaskan Native & White:					
							Asian & White:					
							Black/African American & White:					
							Am. Indian/Alaskan Native & Black African Am:					
							Other Multi-Racial:					This Month
Total Unduplicated Number Served Year- to-Date (YTD):	_____**	_____	_____	_____	_____	_____**	TOTAL	_____*	_____**	_____	_____	YTD

Revised August 2007; Previous editions are obsolete.

\* These totals must agree.

\*\* These totals must agree with each other and be consistent with any previously submitted figures.



**EXHIBIT "E"**

**DETAILED NARRATIVE REPORT**

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R20      -      Month Covered:     

Agency:

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ <u>    </u>	\$ <u>    </u>	<u>    </u> %
CDBG Funding:	\$ <u>    </u>	\$ <u>    </u>	<u>    </u> %
ESGP Funding:	\$ <u>    </u>	\$ <u>    </u>	<u>    </u> %
Other Funding:	\$ <u>    </u>	\$ <u>    </u>	<u>    </u> %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

All income earned by the Agency from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Agency if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HCD.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ <u>    </u>	\$ <u>    </u>

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:



**EXHIBIT G**

ORGANIZATION: FoundCare, Inc. PROGRAM: Primary Health Care for Uninsured FY 2011-12 PALM BEACH COUNTY ESGP				CONTACT NAME: Yolette Bonnet TITLE: Chief Executive Officer PHONE: 561-472-9160											
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
Medical Director/ Family Practice Physician	1	\$150,000	100%	\$46,000		\$0		\$0		\$0		\$0		\$0	\$46,000
	1	\$150,000		\$46,000		\$0		\$0		\$0		\$0		\$0	\$46,000
Fringe Benefits:															
FICA @ .0765				3,520											3,520
Unemployment Insurance				919											919
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Sub-Total Personnel</b>				<b>\$4,439</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$4,439</b>
B. OPERATING COSTS															
1 Professional Fees															
				Audit Fees		\$0		\$0		\$0		\$0		\$0	\$0
				Other		\$0		\$0		\$0		\$0		\$0	\$0
				Other		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Utilities				\$0		\$0		\$0		\$0		\$0		\$0	\$0
<b>Subtotal Operating Costs</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
				<b>TOTAL PROGRAM BUDGET</b>		<b>\$50,439</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$50,439</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2012

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).

<b>PRODUCER</b> NSI Insurance Group 8181 Northwest 154th Suite 230  Miami Lakes FL 33016	<b>CONTACT NAME:</b> Josette Toussaint <b>PHONE (A/C. No. Ext):</b> (305) 556-1488 <b>FAX (A/C. No):</b> (305) 556-3680 <b>E-MAIL ADDRESS:</b> josettat@nsigroup.org <b>PRODUCER CUSTOMER ID #:</b> 00059377	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Comprehensive AIDS Program of PBC, Inc, DBA CAP 2330 S. Congress Avenue  Palm Springs FL 33406	<b>INSURER A:</b> Illinois National Ins. Co <b>ILLIN</b>	<b>NAIC #</b> <b>ILLIN</b>
	<b>INSURER B:</b> New Hampshire Ins Co <b>23841</b>	
	<b>INSURER C:</b> CastlePoint National Insurance <b>40134</b>	
	<b>INSURER D:</b> National Union Fire Ins. CO PA <b>19445</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 12-13 Master      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			06LX0003074749000	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			06CA0032237679000	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				01UD0000347349000	6/1/2012	6/1/2013
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCPGA000011212064	6/1/2012	6/1/2013	WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>Professional Liability</b>			06LX0003074749000	6/1/2012	6/1/2013	Liability Limit- AGGREGATE \$3,000,000 Liability Limit-OCCURENCE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 30 days notice of cancellation except 10 days for nonpayment of premium  
 Foundcare Inc is additional insured for general liability and auto liability as per written contract  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and Agents, c/o Department of Housing and Community Development is listed as Additional insured.

<b>CERTIFICATE HOLDER</b>  Palm Beach County C/O DES Department of economic Sustainability 100 Australian Ave, Ste 500 West Palm Beach, FL 33406	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  G Nenezian/JOSETT

ACORD 25 (2009/09)  
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## ADDITIONAL COVERAGES

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description ABUSE AND MOLESTATION	Coverage Code ABUM	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description ABUSE AND MOLESTATION	Coverage Code ABUM	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Business Auto	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Umbrella(C)	Coverage Code CUMBR	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type
Premium				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$200.00				
Ref #	Description Drug Free Credit	Coverage Code DRUGF	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$884.00				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$2,182.00				
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$816.00				

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**Additional Named Insureds**

Other Named Insureds

CAP

Doing Business As

August 20, 2012

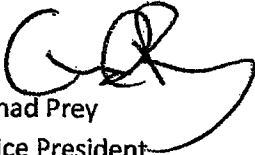
Mr. Amin Houry  
Department of Economic Sustainability  
Palm Beach County  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

Dear Mr. Houry,

I am writing to verify that the work carried out by FoundCare, Inc. in the FoundCare Health Center is conducted by employees of Comprehensive AIDS Program of Palm Beach County, Inc. All employees are covered by the workers compensation and employers' liability insurance under policy WCPGA000011212064.

This policy went into effect on June 1, 2012 and remains in effect to June 1, 2013. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Chad Prey

Vice President

NSi Insurance Group  
8181 NW 154<sup>th</sup> Street, Suite 230  
Miami Lakes, FL 33016

T: (786) 393-8331  
[chadp@nsigroup.org](mailto:chadp@nsigroup.org)

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