Agenda Item #: 461

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 6, 2014		Consent Ordinance	[X] []	Regular Public Hearing
Department Submitted By: Community Services Submitted For: Human Services			L J	
I. EXI	CUTIVE	BRIEF		
Motion and Title: Staff recommends Services with Adopt-A-Family of the Pa exceed June 30, 2015, in an amount of families at risk of homelessness.	alm Beach	nes, Înc. (AA	F), for	a period not to
Summary: In 2013, the Florida Legi program to provide emergency finance housing due to a financial crisis. In act the grant application must be submitted. The Division of Human Services servituding is sub-contracted with AAF to utility assistance for 12 families. Or authority to the County Administrator to subsequently The Florida Department contract number, grant award amou expended no later than June 30, 2014, up. DCF is requiring the grant be in formal county match funds are required. (Human Sun 2014)	cial assisted by the res in this provide n April 1 o sign the at of Childrand g. A report force through	ance to fame with Section lead agency is capacity for financial assets, 2014, the econtract for dren and Familia due to Dough the end	ilies fan 420.0 r for the r Palm sistand BCC r this g amilies date. CF prov	cing the loss of their 624, Florida Statutes, e Continuum of Care. In Beach County. The se such as rental and delegated signature grant award; however, (DCF) changed the All funds must be viding one-year follow e reporting period. No
Background and Justification: Since for the local Continuum of Care. The though Federal Temporary Assistance first year since the Homeless Prevent that DCF has released a request for professed grant funds.	Homeless for Need ion Grant	s Prevention dy Families : was create	Grant (TANF d by th	Application is funded) funding. This is the ne Florida Legislature
Attachments: Provision of Services Co	ontract w پرچی ج	Adopt-A-Fa	mily of	the Palm Beaches, Inc
Recommended By:Department Direct	h//	<u></u>		S///y Date
Approved By:	A 11			5/5/14
Assistant County	Adminis	strator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	\$26,431				
External Revenue	(\$26,431)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Budge	et Account No.: 0001 Dept. 148 Unit 1355 Obj. 3401 Program CodeProgram Period:
B.	Recommended Sources of Funds/Summary of Fiscal Impact: Funding source is the Florida Department of Children and Families.
C.	Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB STILL STORY

B. Legal Sufficiency:

Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of the	day of	, 2014, by a	and between F	Palm Beach
County, a Political Subdivision of the State	of Florida, by and	through its	Board of Com	ımissioners,
hereinafter referred to as the COUNTY, and	Adopt-A-Family o	f the Palm I	Beaches, Inc.,	hereinafter
referred to as the AGENCY, a not-for-profit co	rporation authorized	d to do busine	ess in the Stat	e of Florida,
whose Federal Tax I.D. is <u>59-2471253</u> .				

WHEREAS, Palm Beach County has entered into an agreement with the Florida Department of Children and Families (DCF) for a grant to implement a homeless prevention program in certain areas of Palm Beach County, pursuant to 414.161(4), F.S; and

WHEREAS, Palm Beach County, in accordance with 414.161(4), F.S, and Adopt-A-Family of the Palm Beaches, Inc., desire to provide the activities specified in this Contract; and

WHEREAS, Palm Beach County desires to engage Adopt-A-Family of the Palm Beaches, Inc., to implement such undertakings of homeless prevention activities; 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 and Services in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

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

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on May 1, 2014 and complete services on June 30, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract in an amount not to exceed Twenty Six Thousand Four Hundred and Thirty One Dollars (\$26,431). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and cost definitions for this contract year are set forth in Exhibit A.

All requests for payments of this Contract shall include the following:

- 1. Properly completed and signed Monthly and Final Service Report (Exhibit C).
- 2. Properly completed and signed Monthly and Final Performance Report (Exhibit D)
- 3. Properly completed and signed Monthly Report of Disbursement Invoice (Exhibit F)
- An original cover memo (Exhibit G) on AGENCY letterhead signed by the Authorized AGENCY Representative.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than July 31, 2014. Any amounts not submitted by July 31, 2014 shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification

that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

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 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 5 within three (3) years following final payment.

ARTICLE 6 - INSURANCE

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

- A. Commercial General Liability

 The AGENCY shall maintain a Commercial General Liability

 policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain
 any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by

 County's Risk Management Department. AGENCY shall provide this coverage on a primary
 basis.
- B. <u>Business Automobile Liability</u> The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY doesn't own any automobiles, the Business Automobile Liability requirement shall be amended allowing AGENCY to maintain Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. <u>Worker's Compensation Insurance & Employers Liability</u> The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.

- D. Professional Liability AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims made" form. If coverage is provided on a "claims made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- E. Additional Insured The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. <u>Waiver of Subrogation</u> AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. 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.
- H. <u>Umbrella or Excess Liability</u> If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Certificate of Insurance Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 28, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

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

ARTICLE 7 - INDEMNIFICATION

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

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 9 - 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 and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. Level 2 Criminal Background Checks will be done within 30 days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

ARTICLE 10 - 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, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation gender identity and expression, or genetic information.

ARTICLE 11 - 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 12 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.

- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A are adhered to. By the tenth of each month, documentation of all monthly expenditures must be available to the Department for programmatic desk audit purposes only. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a monthly basis and reported on Exhibit C and D. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. The AGENCY must maintain separate financial records for Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Cost allocations are to be completed and posted to the general ledger on a monthly basis. The agency will provide a final close out report and Financial Reconciliation Statement as set forth in Exhibit "H" on accounting for all funds expended hereunder no later than 30 days from the contract end date.
- F. Reimburse funds to COUNTY that are deemed misused, misspent or unspent.
- G. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 13 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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: Georgiana Devine, Contracts/Grants Coordinator
Palm Beach County
810 Datura Street Suite 350
West Palm Beach, Florida 33401

ARTICLE 14 - 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 Palm Beach County Code of Ethics and 24 CFR 576.404. 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 15 - DRUG-FREE WORKPLACE

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

- 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 15, Paragraph A.
- D. In the statement specified in Article 15, 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 16 - 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 17 - 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 18 - 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 19 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 20 - PUBLIC ENTITY CRIMES

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 21 - 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 22 – <u>ARREARS</u>

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 23 - 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 in Palm Beach County Code, Section 2-421 – 2-440 as amended.

ARTICLE 24 - TERMINATION

This contract may be canceled by the AGENCY upon sixty (60) 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:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

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.

Continue and complete all parts of the work that have not been terminated.

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

ARTICLE 26 - 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 26 - 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 27 - 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:

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

ARTICLE 28 - 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 AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

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 AGENCY 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 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal 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.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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 BOARD OF COUNTY COMMISSIONERS
BY:	BY: ***Soben**Meisman,**X&U***X**AU************************* Priscilla A. Taylor, Mayor
WITNESS:	AGENCY:
Signature Purpor Pouzero	Adopt-A-Family of the Palm Beaches, Inc. AGENCY's Name Typed
Sharol Perez Neverro Name Typed	BY: Mutter Contacts Signature
59-2471253 AGENCY's Federal ID Number	Matthew Constantine AGENCY's Signatory Name Typed
	Executive Director AGENCY's Signatory Title Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS Department of Community Services
Chief Assistant County Attorney	By: Channell Wilkins, Director

HOMELESS PREVENTION SCOPE OF WORK

I. Clients to be Served

a. General Description

This contract is funded through the TANF (Temporary Assistance for Needy Families)
Homelessness Prevention Grant program, pursuant to section 414.161, Florida Statutes, for families with minor children who are at risk of losing their housing and becoming homeless due to a financial or other crisis. The grant assistance may be used to pay past due rent, mortgage or utility bills for up to four (4) months of bills, and program administration costs not to exceed three (3) percent of the grant award..

b. Client Eligibility

- 1) Applicants eligible to receive services under this contract must:
 - a. Reside in Florida;
 - Have at least one household member, that may include a minor child, who is a United States citizen, lawful permanent resident or lawful qualified alien;
 - c. Have at least one minor child, who is not married or divorced, residing in the household;
 - d. Be a parent or relative caregiver of the child residing in the household;
 - e. Have a household monthly income of less than 200% of the federal poverty level as published annually by the U.S. Department of Health and Human Services (see Exhibit B); and
 - f. Applicants who do not meet the criteria for qualified alien may be provided services if a child or other family household member is a U.S. citizen or qualified alien. If no family household member is a U.S. citizen or qualified alien, the AGENCY shall contact the contract manager for assistance in determining eligibility.
 - 2) A qualified alien under TANF and 8 U.S.C. 1641 refers to:
 - a. Legal permanent residents
 - b. Asylees
 - c. Refugees
 - d. Aliens paroled into the U.S. for at least one year
 - e. Aliens whose deportations are being withheld
 - f. Aliens granted conditional entry prior to April 1, 1980
 - Battered alien spouses, battered alien children, the alien parents of battered children and alien children of battered parents who fit certain criteria
 - h. Cuban/Haitian entrants
 - i. Victims of trafficking

II. MANNER OF SERVICE PROVISION

1.Service Tasks

a. Task List

1)The AGENCY shall develop a written case plan and conduct mandatory case management for each family approved for financial assistance. The case plan shall set forth all of the costs that will be covered in the contract, as well as the total dollar amount of assistance to be provided.

The case plan shall spell out the family's goals for housing stability along with a proposed timeframe to achieve these goals.

- Agency will submit three (3) monthly service reports (for the months of April, May and June) and one (1) final service report (see Exhibit C) to the Department contract manager providing details on the households assisted with funding.
- 3) Agency will submit a monthly performance report (Exhibit D) beginning July 10, 2014 and a final performance report due July 10, 2015 to the Division of Human Services detailing the number of families who remained stably housed at least twelve (12) months after the last date of assistance. In addition, the Agency will identify method used to contact clients to obtain housing status
- 4) Agency shall develop, maintain and retain a case file of each family applying for assistance. The case file shall contain all information required to determine eligibility of the family, along with the determination.
 - Agency shall capture and enter information on each family assisted into the local Homeless Management Information System of the Continuum of Care planning area.
 - 6) Develop and utilize an application for all persons seeking assistance. At a minimum, the application must identify all household members, the amount and type of assistance sought, and the date of the request for assistance.
- **2.Eligibility Determination**. The Agency shall determine eligibility for those households with Minor Children only. Individuals are not eligible for this program.
 - a. Families must reside in Florida and have at least one household member who is a United States citizen, a lawful permanent resident, or qualified alien resident. The household must contain at least one Minor Child under the age of 18 living in the household full-time. If the Minor Child is 19, he or she must be a full-time student in a secondary school or at the equivalent level of vocational or technical training. A Minor Child does not include anyone who is married or divorced. An adult who applies for the grant assistance must be either the parent or relative caregiver of the minor child residing in the household.
 - b. The household monthly income must be less than 200% of the federal poverty level as per **Exhibit B**.
 - c. If a parent applies who is not a U.S. citizen, lawful permanent resident, or qualified alien, the family can still be assisted if a child or other family household member is a U.S. citizen, lawful permanent resident, or qualified alien. If no one in the household is U.S. citizen, lawful permanent resident, or qualified alien, please contact the contract manager for help in determining eligibility.
 - **3.Case Management.** The Agency shall provide case managers for the delivery of case management service to assist families through care coordination as outlined in the family case plan.

4.Case Plan. The AGENCY shall develop a case plan for each family assisted, setting forth what costs will be covered and the maximum level of assistance to be offered. The plan shall address the family's goals for housing stability. Each plan shall include:

The type assistance to be delivered to the family;

The anticipated date the case plan will be completed; and h

- The AGENCY's schedule for monitoring the family's housing stability following the C. cessation of grant assistance.
- 5. Emergency Financial Assistance. The AGENCY shall provide emergency financial assistance to families at risk of homelessness. The amount of financial assistance necessary to prevent homelessness shall be supported by a late notice or intent to evict from the landlord or a late notice from the mortgage company, or a past due bill or intent to disconnect notice from the utility company, documenting services to the applicant's address, in a household member's name, and an amount owed. The notice must include the name and address of the landlord, mortgage or utility company where the payment should be mailed.

6. Performance Reports.

The AGENCY shall submit monthly service reports (Exhibit C) and one (1) final service report (Exhibit C) to the Division of Human Services. Reports shall include the number of families who applied for assistance, the number of families assessed for eligibility, and the number of families receiving financial assistance.

- 7. Program Monitoring. The AGENCY shall track, monitor and report on each family assisted for at least twelve (12) months after the date of last assistance is provided to the family. The AGENCY shall submit a monthly Performance report beginning July 10, 2015 and a final report by July 10, 2015 of families still housed in the format provided by Exhibit D and submit to contract manager.
- 8. Case File. The AGENCY shall develop, maintain and retain a case file on each family applying for assistance. Documentation in the case file shall include, but is not limited to, the following:
 - a. Eligibility information
 - b. The Case Plan

 - c. Documentation of household income and size
 d. Documentation of emergency financial assistance provided to the family; and
 - e. Documentation of monitoring of the family.
- 9. Electronic Data Collection. The AGENCY shall use the HMIS (Homeless Management Information System) to submit information on each family assisted by the Homelessness Prevention Grant program.

III. Staffing Requirements

a. Staffing Levels

The AGENCY shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all of the above contract requirements.

b. Professional Qualifications

Proof of professional credentials and position descriptions documents shall be maintained in the employee's file and provided to the Department upon request.

IV. Deliverables

a. Service Units

A service unit consists of one month of supporting activities as identified in f this Agreement. Services shall be performed as described in Task List, and the minimum level of service shall be to assist a minimum of <u>twelve (12)</u> families by June 30, 2014 and maintain follow up through June 30, 2015.

V. Records and Documentation

a. Confidentiality of Records

The Agency shall keep and maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Agency further agrees to hold the Department harmless from any claim or damage, including reasonable attorney's fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Agency of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

b. Reporting

1) The Agency agrees to submit invoices, budgets, expenditure and programmatic reports to the Department in the format, frequency and number of copies as specified in the following chart:

Report Title	Reporting	Report Contents	Date		Human Services Office to Receive Report
Monthly Invoice - Request for Payment	Monthly	Documentation for reimbursement submitted for rent, mortgage or utility bills paid on behalf of clients. Include copies of landlord agreements or leases, past due utility bills or Intent to Disconnect notices, late notices from landlords or mortgage companies, or 3 day Intent to Evict notices from landlords. Must include the minimum number of clients served for the invoice period.	By the 10 th of the following month	1	Contract Manager

Monthly	Monthly	Exhibit C	May 10,	1 each	Contract Manager
Service	-	Monthly and Final Service	2014		
Report		Report Form	June 10,		
V 3			2014		
			July 10,		
	*		2014		1/2
			9		
Final	July 15	Exhibit C	July 10,	1 each	Contract Manager
Service		Monthly and Final Service	2014		
Report		Report Form			
Monthly	Monthly	Exhibit D	10th of each	1 each	Contract Manager
Performance		Monthly and Final	month		
Report		Performance Report Form	beginning		
		39	July		
			10,2014		
Final	At least 12	Exhibit D	July 10,	1	Contract Manager
Performance	months	Monthly and Final	2015		
Report	after	Performance Report Form			9
•	assistance	(Twelve Month Report)	19		
	provided				

2) Submit reports and invoices to the contract manager at the following address:

Division of Human Services Georgiana Devine Program & Contract Manager 810 Datura Street Suite 350 West Palm Beach, FL 33401

VI. Performance Specifications. Performance measures will be reviewed on an annual basis.

a. Performance Measures. The performance standards are calculated per term for each Federal Fiscal Year (FFY) within the contract. Financial Consequences found in Exhibit E will be imposed if the performance measures below are not meet.

 At least eighty-five (85%) of families assisted shall remain stably housed and avoid becoming homeless at least twelve (12) months following the last date of assistance pursuant to section 414.161(5), Florida Statutes.

 One hundred percent (100%) of all families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing

stably, and the anticipated date of plan completion.

 One hundred percent (100%) of the minimum number of families applying for, being assessed for eligibility, and/or receiving financial assistance for the period of the payment request will be assisted.

b. Performance Evaluation Methodology

1) The calculation of performance measure #1 shall be determined using the following:



2) The calculation of performance measure #2 shall be determined using the following:



3) The calculation of performance measure #3 shall be determined using the following:



VII. METHOD OF PAYMENT

- 1) This is a cost reimbursement grant agreement.
- 2) Total Agreement Amount. This is a cost reimbursement agreement. The County shall pay the Agency for delivery of service units provided in accordance with the terms of this Agreement for a total dollar amount not to exceed \$26,431.00, subject to the availability of funds.
- 3) Invoice Schedule. The Agency shall request reimbursement on a monthly basis through submission of a properly completed Exhibit F, Monthly Report of Disbursement Invoice within ten (10) days following the end of the month for which reimbursement is being requested along with Exhibits C, F & Exhibit G, an original cover memo on AGENCY letterhead signed by the Authorized Agency Representative.

Supporting Documentation.

a. The Agency shall submit all documentation necessary to support expenses incurred during the reporting period to include but is not limited to:

- 1) Expenses: Copies of cancelled checks documenting actual payments to landlords, mortgage or utility companies for client assistance. Documentation must include proof that the payment was made on behalf of client's past due rent, mortgage or utility bills.
 - 2) Administrative Costs: Agencies must submit an itemized invoice by expenditure category. Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

- 3) Types and examples of supporting documentation for cost reimbursement contract:
 - a) Salaries: A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document (timesheet) reflecting the hours worked times the rate of pay will be acceptable.
 - b) Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- b) Service Delivery Documentation. A report reflecting assistance provided for during the invoice period shall be submitted with each reimbursement request. Any payment due under the terms and conditions of this contract may be withheld pending the receipt and approval by the Department of all financial and program reports due as a part of this contract, and any adjustments thereto. Requests for payment, which cannot be documented with supporting documentation, will be returned to the Agency upon inspection by the Department.

VIII. SPECIAL PROVISIONS

1. Mandatory Reporting Requirements

The Agency and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Agency, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of the Inspector General by completing a Notification/Investigation Request (form

CF1934) and emailing the request to the Office of the Inspector General at ig_complaints@dcf.state.fl.us. The AGENCY may also mail the completed form to the Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

2. Employment Eligibility Verification

(a) Definitions. As used in this clause-

- (1) "Employee assigned to the contract" means all persons employed during the contract term by the AGENCY to perform work pursuant to this contract within the United States and its territories, and all persons (including Subcontractors) assigned by the AGENCY to perform work pursuant to the contract with the Department.
- (2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime AGENCY or another Subcontractor.

(b) Enrollment and verification requirements.

(1) The AGENCY shall-

- (i) Enroll. Enroll as a AGENCY in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the AGENCY to perform work pursuant to the contract with the Department shall be verified as employment eligible within three (3) business days after the date of hire; and
- (2) The AGENCY shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the AGENCY's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment..
 - (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the AGENCY is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the AGENCY, then the AGENCY must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS web site: http://www.dhs.gov/E-Verify.
- (d) Individuals previously verified. The AGENCY is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the AGENCY through the E-Verify program.

- (e) Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011, do not require employment eligibility verification through E-verify.
- (f) Evidence. Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.
- (g) Subcontracts. The Agency shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

3. Health Insurance Portability and Accountability Act.

In compliance with 45 CFR s.164.504(e), the Agency shall comply governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to this contract.

4. Support to the Deaf or Hard of Hearing

The AGENCY shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 795, as implemented by 45 C.F.R. Part 84, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 as implemented by 28 C.F.R. Part 35. The AGENCY will have direct service employees complete the online training: Serving our Customers who are Deaf or Hard of Hearing and sign the Attestation of Understanding. Link is listed below:

http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/training
Direct service employees will print their certificate of completion, attach it to their Attestation of
Understanding and maintain them in their personnel file.

I. THE COUNTY AGREES TO:

A. Provide up to \$26,431 in funding for the following budget line items:

Budget Line Item Description	Amount
Rental Assistance, Utility Assistance and Utility Deposits	\$25,638
2. Administrative	\$793
TOTAL:	\$26,431

- B. Provide technical assistance to ensure compliance with DEPARTMENT, Department of Children and Families, and applicable State, Federal, County and Local regulations and this contract.
- 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 contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with federal regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of Agency's reporting to DEPARTMENT on program activities.

Exhibit B

Federal Poverty Guidelines

Household Income Limits

Families applying for assistance must have at least one child under age 18. If there is a child who is 18, but not yet 19, the child must be attending secondary school, trade school, or other career training program full-time. Families must live in Florida full-time and have at least one member who is a United States citizen or lawful permanent resident. The household income must be less than 200% of the federal poverty level as annually published by the U.S. Department of Health and Human Services.

Income Eligibility Requirements

Family size	Monthly Household Income	Family Size	Monthly Household Income
1	Not eligible	6	\$5,328 or less
2	\$2,622 or less	7	\$6,005 or less
3	\$3,298 or less	8	\$6,682 or less
4	\$3,975 or less	For each additional family me	
5	\$4,652 or less	(based on 2014 Federal Pove	erty Guidelines)

Monthly and Final Service Report Form

Agency Name:			
Contract Number:			
Total # families to be served ur	nder this Grant A	greement:	
	ما المعادد	4)	
Total # of families served this p	епоа:		
Report Dates (Circle one)	Due date		
April 1 – April 30, 2014	May 10, 2014		
May 1 - May 31, 2014	June 10, 2014	· E	
June 1 - June 30, 2014	July 10, 2014		
Final Report	July 10, 2014		
FOR THIS REPORTING PERIO	OD:	•	
Total # of adults & children see	The second secon	(A	
Total # of families assessed for	eligibility:		r - E
Tatal families assessed for a	limibilita varidba		
Total families assessed for el Overdue rental assistance:			
Overdue mortgage assistance:			
Overdue utility bill assistance:_			*
Total eligible households ass	sisted with:		60
PATENT TO SAME TO SERVED STATE STATES AND	——————————————————————————————————————	9	
Overdue mortgage assistance:			
Overdue utility bill assistance:_			
Total Award: \$ \$26,431.00		1.4.4	9
<u> </u>			
Amount of reimbursement fund	ing requests sub	mitted this reporting period: \$_	
Remaining funding: \$	and the state of t	0.0	
		(€)	
Report completed by:		Date:	

Exhibit D

Monthly Final Performance Report Form

Agency Name:
Grant Agreement Period:
Total families served under this grant:
Number of families assisted with: Overdue rent: Overdue mortgage: Overdue utilities:
Of the families assisted, how many remained stably housed 12 months after the last date of assistance?
Of those assisted in April 2014, how many remained stably housed?
Of those assisted in May 2014, how many remained stably housed?
Of those families assisted in June 2014, how many remained stably housed?
Methods used to determine housing stability:
Please note the final report is due by July 10, 2015
Report completed by: Date:

EXHIBIT E PROVISIONS FOR FINANCIAL CONSEQUENCES

The following payment adjustments shall be made as financial consequences for non-compliance with the Performance Specifications in Scope of Work, Section VI

	Performance Measures	Non-Compliance Trigger	Financial Consequence	Payment Adjustment Applicable timeframe
1	At least 85% of all families assisted shall remain stably housed and avoid becoming homeless at least 12 months following the last date of assistance.	<85%	4% of total grant award	Funds will be returned to the Department within 30 days of being notified by the Office on Homelessness of noncompliance.
2	100% of all families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve housing stability, and the anticipated date to plan completion.	<100%	\$10 per each family who does not have a case plan in the case file	Next monthly invoice following non-compliance trigger
3	100% of the minimum number of families applying for, being assessed for eligibility, and/or receiving financial assistance for the period of the payment request will be assisted.	<100%	\$10 per each family not being assessed for eligibility and/or receiving financial assistance for the period of payment request.	Next monthly invoice following non-compliance trigger

Notice: The COUNTY shall deliver a written response to the AGENCY within 14 days of receipt of a written notice of noncompliance with a Performance Measure.

Exhibit F

MONTHLY REPORT OF DISBURSEMENT - INVOICE

Agency:	Contract #						
Address:							
FEID:	County served:						
Telephone:	Grant Year: 2014						
Reporting Period: through _	——————————————————————————————————————						
Lineltens	Approved this Expenditures to Remaining						
TANF HOMELESS PREVENTION (252012)	Invoice Date						
Rent or Mortgage Assistance	\$						
Utility Assistance – electric, gas, water, sewer only	\$						
Case Management							
Salaries and Benefits – Number of Units –	\$						
Operating Expenses	\$						
TANF Homeless Prevention Administration (790062)	\$						
TOTAL	. \$						
I hereby certify that the above report is a true, accurate and correct reflection of the activities of this period; and that these expenditures reported are made only for items that are allowable and directly relate to the purposes of this referenced contract.							
Signature of Agency Official	Signature of Agency Official Date						
TANF Grant Program – Homeless Prevention							
Title of Agency Official							
NOTE: Expenses are based upon actual program expenses incurred along with supporting documentation. Payment for eligible housing costs is limited to third-party payments directly to the landlord, property owner, mortgage company or utility company.							

EXHIBIT "G"

LETTERHEAD STATIONERY

Date		
9		
AMOUNT OF REIMBURSEMENT REQUEST:	\$	ž.
FOR MONTH OF:	-	
I hereby certify that by personal examination of the attached statements, were made on behalf of		
	County Board of County Commission	
<u> </u>	*	
Authorized Agency Representative	•	

FINANCIAL RECONCILIATION STATEMENT

and Agency	by the provisions of the Agreement/Contract between Palm Beach County ("the County") Name ("Agency") [Contract Number] effective, 201, for subject of Agreement/Contract], attached is a final financial reconciliation of the funds County.
As shown in	the attached (mark applicable box):
	☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract;
OR	
	☐ There were under expenditures in the amount of \$, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by [date]; all other funds were spent in accordance with the provisions of the Agreement/Contract.
contract to sig	ned states that he/she is the CFO or other individual dually authorized as stipulated in the gn this type of document. The information attached is a true and accurate representation of the of Palm Beach County funds under the Agreement/Contract.
Signature	Date
Print Name	

ADOPOFT-01

DEBELLASJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2014

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).

	DUCER		of such endors				CONTA NAME:	CT Floyd Ni	chols	***************************************		
	rance Office	e of Americ	ca-JUP				PHONE	, Ext): (561) 7		FAX (A/C, No): (561) 7	76-0670
Aba	coa Town Co	enter					E-MAIL	ss: floyd.nic	hols@ioau			
Jup	iter, FL 3345	is	e 200				ADDRE					NAIC#
			14				INSURER A : Philadelphia Insurance Companies				10.00	
INSL	SURED INSURER B :											
		W 12 25				■ POST 93	INSURER C:					**************************************
			nily of the Palm Avenue North	Bead	ches,	inc.	INSURE					
		ke Worth,					INSURER E:					
							INSURE			V. Sv		200000
co	VERAGES		CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
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INSR LTR	Г	YPE OF INSUF	RANCE	INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	****	
	GENERAL LIA	BILITY						342440 <u>1</u> 0.3 (3460 o o o o o o o o		EACH OCCURRENCE S DAMAGE TO RENTED	\$	1,000,000
Α	X COMMER	RCIAL GENER	AL LIABILITY			PHPK1108446	8	12/07/2013	12/07/2014	PREMISES (Ea occurrence)	\$	100,000
	CLA	MS-MADE	X OCCUR							MED EXP (Any one person)	\$	5,000
		_	*							PERSONAL & ADV INJURY	\$	1,000,000
										GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGRE	EGATE LIMIT A	APPLIES PER:								\$	3,000,000
	X POLICY	PROT	LOC								\$	
	AUTOMOBILE LIABILITY				PHPK1108446			A 0.00 TABLES - A 0.00 TABLES - C.0.00 TABLES	COMBINED SINGLE LIMIT (Ea accident)	<u> </u>	1,000,000	
A	X ANY AUTO					P		12/07/2013	12/07/2014	BODILY INJURY (Per person)	\$.	
		ALL OWNED SCHEDULED									\$	
	X HIRED AL	UTOS X	AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (PER ACCIDENT)	\$	
	X PIP \$10		110100								\$	
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Α	EXCESS	LIAB	CLAIMS-MADE			PHUB442852		12/07/2013	12/07/2014	AGGREGATE	\$	
	DED >	X RETENTIO	ONS 10,000						8		\$	1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?									WC STATU- OTH- TORY LIMITS ER	- Account of the	944
											\$	
	(Mandatory In	NH)	A CONTRACTOR OF THE CONTRACTOR						E.L. DISEASE - EA EMPLOYEE	\$		
	If yes, describe DESCRIPTION	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$	
A	Profession					PHPK1108446		12/07/2013	12/07/2014	Limit		3,000,000
A	Claims Mad	de 2/7/09				PHPK1108446		12/07/2013	12/07/2014	Aggregate		3,000,000
										SSERIOR - 19911		
DES	CRIPTION OF O	PERATIONS /	LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Scheduk	, if more space is	s required)	· · · · · · · · · · · · · · · · · · ·		
Cer	tificate Holde	er is Additio	onal Insured with	Res	pect	to General Liability only, I	regardir	ng Grant agre	ement.			
CERTIFICATE HOLDER				CANCELLATION								
												and the second s
										ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL B		
										CY PROVISIONS.		

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ACORD 25 (2010/05)

Palm Beach County c/o Community Services Department 810 Dataura Street, Suite #350 West Palm Beach, FL 33401

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AUTHORIZED REPRESENTATIVE

AGENCY	CUSTOMER	ID: A	DOP	OFT-0	1
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LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED Adopt-A-Family of the Palm Beaches, Inc.			
Insurance Office of America-JUP		1712 Second Avenue North Lake Worth, FL 33460			
POLICY NUMBER					
SEE PAGE 1	T				
SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: CEE BA CE 4			
The state of the s	SEEPT	EFFECTIVE DATE: SEE PAGE 1			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC					
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liabi	lity Insurance		·		
Remarks:					
Addi Coverage Included In Philadelphia Policy #: PHPK1108446					
Abuse or Molestation:					
\$1,000,000 Each Abusive Conduct Limit \$1,000,000 Aggregate Limit					
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ACORD 101 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2014

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). ONTACT David M. Lopez NAME:
PHONE
(AIC. No. Ext): (305) 595-3323
E-MAIL
ADDRESS.csr@easterninsurance.net Eastern Insurance Group, Inc. FAX (A/C, No): (305) 595-7135 9570 SW 107 Avenue Suite 104 INSURER(S) AFFORDING COVERAGE Miami FL 33176 INSURERA: Ascendant Commercial Insurance INSURED INSURER B: Adopt-A-Family of the Palm Beaches 1712 Second Avenue North INSURER D : INSURER E : Lake Worth FL 33460 INSURER F : COVERAGES CERTIFICATE NUMBER:Master 13-14 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 REDU CED BY PAID CLAIMS.

TYPE OF INSURANCE

ADDI-SUER INSURANC GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurren COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ___ OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION\$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 100,000 12/22/2013 12/22/2014 C-64990-0 E.L. DISEASE - EA EMPLOYEE 100,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) charitable organization **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County c/o Community Services Department 810 Datura Street Ste 350 AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) INS025 (201005) 01

West Palm Beach, FL 33401

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David Lopez/AMANDA



State of Florida Department of Children and Families

Rick Scott Governor

Esther Jacobo Interim Secretary

REVISED AWARD NOTICE

May 1, 2014

Claudia Tuck, Division Director
Palm Beach County, Department of Community Services
810 Datura Street
Suite 350
West Palm Beach, FL 33401-5211

Dear Ms. Tuck:

The Department of Children and Families announces the award of the 2013-14 Homelessness Prevention Grant to eligible applicants. On behalf of DCF Interim Secretary Esther Jacobo, thank you for your interest in the Homelessness Prevention Grant. This grant provides for the payment of past due rent, mortgages, or utility bills to enable a family with minor children to remain in their home and to prevent them from becoming homeless.

You have been awarded a grant in the amount of \$26,431. The funding for this grant will expire on June 30, 2014, and the contract term will extend until June 30, 2015. A condition of this grant requires that Palm Beach County, Department of Community Services, submit a final report to the Department no later than July 15, 2015, reflecting the number of assisted households who have remained housed for 12 months following the last date of assistance. Because of this requirement, the term of the contract is extended to cover the reporting period. There are no funds associated with the period from June 30, 2014 through June 30, 2015 under this grant award.

Should you have any questions regarding the terms of the contract, you may contact your regional contract manager, Jeffrey Ferraro, at 954-375-6025.

Sincerely,

Elisa Cramer, Director

Family and Community Services

Attachment:

Notice of Grant Award

CC:

Jeffrey Ferraro

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700