

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)					
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Is Item Included In Current Budget: Yes X No

Budget Account No.:

Fund 0001 Dept. 148 Unit 1355 Obj. 3401 Program Code HS11 Program Period: FY14

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

C. Departmental Fiscal Review: Mal
 Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

[Signature]
 OFMB 5/9/14
 5/9/14

[Signature] 12/1/14
 Contract Development and Control
 2-12-14

B. Legal Sufficiency:

[Signature] 6/6/14
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director



MEMORANDUM

TO: Priscilla A. Taylor, Mayor
Board of County Commissioners

THRU: Robert Weisman, County Administrator
Board of County Commissioners

THRU: Jon Van Arnam, Assistant County Administrator

FROM: Channell Wilkins, Director
Community Services Department

DATE: May 1, 2014

RE: 2014 Florida Department of Children and Families (DCF)
Homeless Prevention Grant Contract

Department of Community Services
810 Datura Street
West Palm Beach, FL 33401
(561) 355-4700
FAX: (561) 355-3863
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor

Hal R. Valeche
Shelley Vana
Mary Lou Berger
Jess R. Santamaria
Steven L. Abrams

County Administrator

Robert Weisman

Pursuant to Section 309 of the Administrative Code, your signature is needed on the approval of the 2014 Homeless Prevention Grant Contract #IPZ02, with the Florida Department of Children and Families (DCF), for the period May 1, 2014 ending June 30, 2015, in an amount not to exceed \$26,431. These funds will be used to provide for homeless prevention services.

The Homeless Prevention Grant program was created by the Florida Legislature in 2013 to provide emergency financial assistance to families facing the loss of their housing due to a financial crisis. This is the first award for this grant.

The Homeless Prevention Grant agreement was received on April 16, 2014 with instructions to return it as soon as possible, but no later than May 1, 2014. This grant was approved by the BCC on April 1, 2014. No County Match funds are required. The emergency signature process is being utilized because there is not sufficient time to submit this item after it has been approved by the BCC, due to late grant award release, through the regular Board of County Commissioner's agenda process and meet the return deadline. Staff will submit this item at the Board's July 1, 2014 Commission meeting as a "Receive and File" item to allow the Clerk's office to note and receive the document in accordance with PPM CW-O-051.

If additional information is needed, please contact Claudia Tuck at 355-4772.

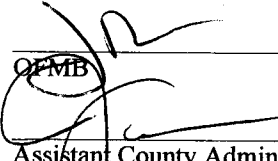
Approved by:



Director, Financial & Support Svcs.



Director, Community Services Dept.



Assistant County Administrator



Chief Assistant County Attorney

Attachments: DCF Standard Contract #IPZ02

"An Equal Opportunity
Affirmative Action Employer"

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

- 1. **Purpose.** The Department is engaging the Provider for the purpose of providing Homeless Prevention assistance for families with minor children who are at risk of losing their housing and becoming homeless due to a financial or other crisis, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.
- 2. **Effective and Ending Dates.** This contract shall be effective on May 1, 2014 or the last date executed by a party, whichever is later. The performance period under this contract shall commence on May 1, 2014 or the effective date of this contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2015 subject to the survival of terms provisions of Section 33.j hereof.
- 3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed \$26,431.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
- 4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I-IV and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
- 5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.

6. **Official Payee and Party Representatives**

a. The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:
Name: Palm Beach County Board of County Commissioners
Address: 301 North Olive Avenue

City: West Palm Beach **State:** FL **Zip Code:** 33401
Phone: 561-355-7775
ext:

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:
Name: Palm Beach County Finance Department
Address: 301 North Olive Avenue

City: West Palm Beach **State:** FL **Zip Code:** 33401
Phone: 561-355-4277
ext:
e-mail:

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: Jeffrey A. Ferraro

Address: 1400 West Commercial Blvd,
Second Floor, Suite 210K

City: Ft. Lauderdale **State:** FL **Zip Code:** 33309
Phone: 954-375-8025 or 561-662-7045

ext:

e-mail: jeffrey_ferraro@dcf.state.fl.us

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:

Name: Claudia Tuck

Address: 810 Datura Street
Suite 350

City: West Palm Beach **State:** FL **Zip Code:** 33401
Phone: 561-355-4772

ext:

e-mail: Ctuck@pbcgov.org

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. **Independent Contractor, Subcontracting and Assignments.**

a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits

or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include

provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. Publicity. Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

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

18. Employee Gifts. The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. Invoices. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

20. Final Invoice. The final invoice for payment shall be submitted to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. Financial Consequences. If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. Overpayments. The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the

Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. **Records, Retention, Audits, Inspections and Investigations.**

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.b.

d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment II.

g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. Data Security. The Provider shall comply with the following data security requirements:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
- c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the contract manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. Financial Penalties for Failure to Take Corrective Action.

- a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

30. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this contract becomes unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed.

31. Transition Activities. Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved

Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

32. Dispute Resolution. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment i or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

33. Other Terms

- a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.
- c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
- d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.
- e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
- f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.
- g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
- h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
- i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.
- j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.
- k. **Most Favored Party Status:** The Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.
- l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.
- m. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
 - i. Attachment I and other attachments, if any;
 - ii. Any documents incorporated into any attachment by reference;

- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.

ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

f. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at https://fs16.formsite.com/DCFuser/form3/secure_index.html, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

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

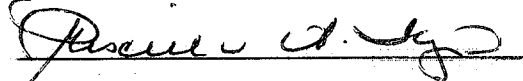
The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.


By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 46 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach County, Board of County Commissioners


FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 
Print/Type Name: Robert Weisman, Priscilla A. Taylor
Title: County Administrator Mayor
Date: 5/2/14

Signature: 
Print/Type Name: Dennis Miles
Title: Regional Managing Director
Date: 5/2/14

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal Tax ID # (or SSN): 59-6000785 Provider Fiscal Year Ending Date: 09/30

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

By: _____
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS

BY: 
DEPARTMENT HEAD

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Grant Agreement Terms

Refer to the Glossary in the Department of Children and Families' Operating Procedure 75-2 (CFOP 75-2), *Contract Management System for Contractual Services*, which can be found at the following web site and incorporated herein by reference:

<http://www.dcf.state.fl.us/publications/policies/075-2.pdf>

b. Program Specific Terms

- (1) **Imminent Danger of Loss of Housing** – A family who is about to lose their residence, or who face the loss of shelter due to financial crisis or other crisis.
- (2) **Region** – The counties that comprise the geographical area of the Department of Children and Families.
- (3) **Circuit** – The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial court system.
- (4) **CoC – Continuum of Care** – A local planning body for a defined geographical area responsible for establishing and operating a system to prevent and end homelessness for that area; provide funding efforts by nonprofits providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.
- (5) **CoC Plan** – A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. It includes actions steps to end homelessness and prevent a return to homelessness.
- (6) **Department** – The Department of Children and Families.
- (7) **Grant Agreement** – An agreement between the Department and a provider of goods or services for the delivery of services or goods to eligible clients as defined in the agreement.
- (8) **Grantee** – The homeless assistance CoC Lead Agency as recognized by the Office on Homelessness. The Lead Agency is the grant applicant that has been awarded the funding for this grant program.

- (9) **HHS** – The federal Department of Health and Human Services that provides funding for the Temporary Assistance for Needy Families (TANF) Program that funds the Homelessness Prevention Grant.
- (10) **HMIS – The Homeless Management Information System** is the information system designated by the Continuum of Care to comply with the U.S. Department of Housing and Urban Development's data collection, management, and reporting standards as referenced in 24 CFR 578 and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.
- (11) **Homeless** – An individual who lacks a fixed, regular and adequate nighttime residence or an individual who has a primary nighttime residence that is:
- (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, transitional housing for the mentally ill.
 - (b) An institution that provides a temporary residence for individuals intended to be institutionalized.
 - (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. Places that may include living on the street or under a bridge, in a park, bus terminal, railroad station, airport, abandoned building, or a car/truck/vehicle.
- (12) **Homeless Coalition (Coalition)** – An agency/organization (either for profit or non-profit) established and operating pursuant to section 420.623, Florida Statutes. The Coalition's mission is to plan, network, coordinate, and oversee the delivery of direct client services to the homeless population in the local area.
- (13) **Lead Agency** – Of the homeless CoC Lead Agency means the agency designated by the CoC planning area in accordance with section 420.624, Florida Statutes.
- (14) **Minor Child(ren)** – Means a child less than 18 years of age, or under the age of 19 if the child is a fulltime student in a secondary school or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced.
- (15) **Office on Homelessness** – The office created within the Department of Children and Families to provide interagency coordination, and support to the Council on Homelessness, and other related coordination on issues relating to homelessness in accordance with section 420.622, Florida Statutes.
- (16) **Sub-grantee** – A local agency within the authorized homelessness CoC planning area that the Lead Agency subcontracts with to administer the program. The Sub-grantee will participate in the local Homeless Management Information Service (HMIS) and the homeless CoC Plan for that area.

- (17) **TANF** – Temporary Assistance for Needy Families, formerly Aid to Families with Dependent Children (AFDC). TANF is the social services block-grant program that funds the Homelessness Prevention Grant program and is administered by the Office of Family Assistance at the Department of Health and Human Services in Washington, D.C., as authorized in 1996 by Public Law 104-193.

2. General Description

a. General Statement

- (1) The Grantee will be Lead Agency for the local homeless assistance Continuum of Care and shall meet and maintain compliance with duties and activities required by section 420.623, Florida Statutes, as follows:
- Accept and review all applications for homeless prevention assistance.
 - Make a determination of eligibility on all applications evaluated at intake, document in the case file and notify the client of eligibility for assistance.
 - Provide assistance in accordance with the grant solicitation and the standard contract by assisting with past due rent, mortgage, or utilities for no more than 4 months of arrears
 - Collect, compile, and report on a monthly basis, the number of households assisted with homeless prevention assistance in the report format provided by the Office on Homelessness.
 - Collect, compile and report in a final report, the number of households assisted with prevention assistance and the amount of funds expended during the grant period in the report format provided by the Office on Homelessness.
 - Will provide a report to the Office on Homelessness on the number of households provided with assistance who remained stably housed for at least 12 months from the last date of assistance. This report format will be provided by the Office on Homelessness.
- (2) This grant is intended, through the Homelessness Prevention Grant, section 414.161, Florida Statutes, to provide emergency financial assistance to families facing the loss of their current housing due to a financial or other crisis.

b. Authority

Authority for the issuance of this Grant Agreement is found in sections 414.161, Florida Statutes.

c. Scope of Service

Under the terms of this grant, the Homelessness Prevention Grant Program is to be provided to families with minor children who reside in the following catchment area: Palm Beach County.

d. Major Program Goals

In accordance with section 414.161(5), Florida Statutes, the primary goal of the homelessness prevention grant program is to enable at least eighty-five (85) percent of the families assisted to remain in their homes and avoid becoming homeless for the ensuing year.

3. Clients to be Served

a. General Description

This grant will provide funding through the 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, the provision of case management services, 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 grant must:

- a. Reside in Florida;
- b. 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 D**); 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 Grantee shall contact the Department regional 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
- g. 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

c. Grant Limits

- 1) All services provided under this Grant Agreement will be provided in accordance with applicable law, rules, regulations and Department procedures. Grant Agreement funding will be limited to current federal government appropriation and Legislative budget spending authority.
- 2) Individuals without at least one Minor Child in the household are not eligible to receive services under this Grant Agreement.
- 3) Funding under this Grant Agreement shall expire on **June 30, 2014**. All payments made on behalf of eligible families, must be made to landlords, mortgage or utility company on or before **June 30, 2014**.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

- (1) The Grantee 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 under the grant, 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.
- (2) Grantees will submit two (2) monthly reports (for the months of May and June) and one (1) final report (**see Exhibit B**) to the Department regional contract manager and to the Office on Homelessness providing details on the households assisted with funding.
- (3) Grantees will submit a report to the Office on Homelessness detailing the number of families who remained stably housed at least twelve (12) months after the last date of assistance. In addition, the Grantee will identify method used to contact clients to obtain housing status. This report format will be provided by the Office on Homelessness.
- (4) Grantees 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.
- (5) Grantees shall capture and enter information on each family assisted into the local HMIS of the CoC 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.
- (7) Eligibility Determination. The Grantee shall determine Homelessness Prevention Grant program 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 published annually by the HHS (see **Exhibit D**).
 - 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 regional contract manager for help in determining eligibility.
- (8) **Case Management.** The Grantee shall provide case managers for the delivery of case management service to assist families through care coordination as outlined in the family case plan.
- (9) **Case Plan.** The Grantee 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:
- a. The type assistance to be delivered to the family;
 - b. The anticipated date the case plan will be completed; and
 - c. The Grantee's schedule for monitoring the family's housing stability following the cessation of grant assistance.
- (10) **Emergency Financial Assistance.** The Grantee 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.

- (11) **Monitoring.** The Grantee 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 Grantee shall submit a final report of families still housed in the format provided by the Office on Homelessness by the dates indicated in Section B.4.c to the Office on Homelessness and the regional contract manager.
- (12) **Performance Reports.** The Grantee shall submit monthly performance reports and one (1) final report (**Exhibit B**) to the Department's regional contract manager and to the Office on Homelessness by the due date outlined on **Page 17, Section B.4.c.1**. 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.
- (13) **Case File.** The Grantee 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.
- (14) **Electronic Data Collection.** The Grantee shall use the HMIS to submit information on each family assisted by the Homelessness Prevention Grant program.
- b. **Task Limits.** The Grantee shall not perform any tasks related to the program, other than those described in the Grant Agreement and outlined in section 420.623, Florida Statutes.

2. Staffing Requirements

- a. **Staffing Levels**
The Grantee shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all Grant Agreement requirements.
- b. **Professional Qualifications**
Proof of professional credentials (minimum of a two year Associates Degree) and position descriptions documents shall be maintained in the employee's file and provided to the Department upon request.
- c. **Staffing Changes**
The Grantee shall notify the contract manager in writing within five (5) business days of the vacancy or anticipated vacancy of essential staff and

shall also notify the contract manager when a qualified replacement has been hired.

d. Subcontractors

This Grant Agreement allows the Grantee to subcontract the provision of homelessness prevention assistance to another local entity, as authorized by the governing body of the CoC planning area. The Grantee (**Palm Beach County, Board of County Commissioners**) remains the Department's Grantee, and is responsible for ensuring compliance with the terms and conditions of the Department's Grant Agreement and the program requirements.

3. Service Location & Equipment

a. Service Delivery Location

The Grantee's administrative office is located at:

**Palm Beach County Division of Human & Veteran Services
810 Datura Street, Suite 350
West Palm Beach, FL 33401**

b. Service Times

The Grantee's administrative office shall be open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for official State of Florida holidays or as otherwise coordinated in advance by both parties.

c. Changes in Location

The Grantee will notify the contract manager in writing a minimum of fifteen (15) calendar days prior to making any change in its administrative office location that may affect the Department's ability to contact the Grantee by phone, email or facsimile transmission. In the event of an emergency, (such as fire or water damage), temporary changes in location may necessitate a written waiver of this designated standard by the Department.

d. Equipment

The Grantee will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the Grant Agreement including but not limited to, computers, telephones, copier and fax machines, and office supplies, cleaning supplies and other miscellaneous supplies.

4. Deliverables

a. Service Units

A service unit consists of one month of Homeless Continuum of Care supporting activities as identified in Section B.1.a., Task List, of this Grant Agreement. Services shall be performed as described in Section B.1.a., Task

List, and the minimum level of service shall be to assist a minimum of **three (3)** families per month for the months of May and June 2014.

b. Records and Documentation

- 1) Confidentiality of Records. The Grantee shall keep and maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Grantee 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 Grantee of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

c. Reporting

- 1) The Grantee 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 Frequency	Report Contents	Report Due Date	Number of Copies	DCF 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 15 th of the following month (or next business day if Saturday, Sunday or holiday)	1	Contract Manager
Monthly Service Report	Monthly	See Exhibit B (1) – Monthly and Final Service Reports	June 16, 2014 July 15, 2014 July 15, 2014	1 each	Contract Manager <u>and</u> Office on Homelessness, 1317 Winewood Blvd, Bldg 3, Room 201E, Tallahassee, FL 32399-0700
Final Service Report	July 15	See Exhibit B (1) – Monthly and Final Service Reports	July 15, 2014	1 each	Contract Manager <u>and</u> Office on Homelessness 1317 Winewood Blvd., Bldg. 3, Room 201E, Tallahassee, FL 32399-0700
Final Performance Report (Twelve Month Report)- Report on families still housed	At least 12 months after assistance provided	See Exhibit B (2) – Final Performance Report (Twelve Month Report) – Report of families still housed who received assistance during the period May 1 - June 30, 2014.	July 15, 2015	1	Contract Manager <u>and</u> Office on Homelessness 1317 Winewood Blvd., Bldg. 3, Room 201E, Tallahassee, FL 32399-0700

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

Department of Children and Families
Contract Management Unit
Attn: Jeffrey A. Ferraro, MPA
Certified Contract Manager
1400 West Commercial Blvd., Suite 210K
Ft. Lauderdale, FL 33309

- (3) **Acceptance of Reports.** Wherein this Grant Agreement requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, inaccurate and/or unacceptable according to the parameters set forth in this Grant Agreement. The Department, at its option may allow additional time within which the Grantee may remedy the objections noted by the Department or the Department may, after having given the Grantee a reasonable opportunity to complete, make adequate or acceptable, declare this agreement to be in default.

5. 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 Grant Agreement.

- 1) 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.
- 2) 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 stable housing, and the anticipated date of plan completion.
- 3) One hundred percent (100%) of the families applying for, being assessed for eligibility, and/or receiving financial assistance for the period of the payment request will be assisted.

b. Description of Performance Measurement Terms

Not applicable.

c. Performance Evaluation Methodology

- 1) The calculation of performance measure 5.a.1) shall be determined using the following:

# of families assisted who remain in their homes and avoid becoming homeless during the ensuing year.	≥	85%
<hr/>		
Total number of families assisted during the agreement period.		

- 2) The calculation of performance measure 5.a.2) shall be determined using the following:

# of families deemed eligible to receive assistance will have a case plan documenting the amount and type of assistance provided, steps to achieve stable housing, and the anticipated date of plan completion.	=	100%
<hr/>		
Total number of families assisted during the agreement period.		

- 3) The calculation of performance measure 5.a.3) shall be determined using the following:

# of families applying for, being assessed for eligibility, and/or receiving financial assistance for the period of payment request who are assisted.	=	100%
<hr/>		
Total number of families assisted during the agreement period.		

d. Performance Standards Statement. By execution of this Grant Agreement the Grantee hereby acknowledges and agrees that its performance under the Grant Agreement must meet the standards set forth above and will be bound by the conditions set forth in this Grant Agreement. If the Grantee fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Grantee to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the Department's satisfaction, the Department must terminate the Grant Agreement. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Grantee further hereby acknowledges and agrees that during the period in which the Grantee fails to meet these standards, regardless of the additional time allowed to correct performance deficiencies, **Financial Consequences** will apply as referenced in **Exhibit C** of this Attachment.

6. Grantee Responsibilities

- a. **Grantee Unique Activities.** The Grantee shall make maximum use of all community resources including volunteers serving under the Domestic Volunteers Services Act of 1973 as amended. The use of such services supplement, but shall not be in lieu of, paid employees.
- b. **Coordination with Other Grantees/Entities.** The Grantee agrees to cooperate with other state, county, city agencies or private service grantees in order to achieve the goals of this Grant Agreement by maximizing collaborative efforts of the community to serve the local homeless population.

7. Department Responsibilities

- a. **Department Obligations.** The Department will provide technical assistance to the Grantee when requested and deemed necessary to facilitate compliance with these Grant Agreement requirements. The Department's failure to provide such technical assistance does not relieve the Grantee of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of this Grant Agreement.
- b. **Department Determinations.** The Department reserves the exclusive right to make any and all determinations which it deems is necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the Department, either directly or through any one of its Grant Agreement Grantees. The absence of the Department setting forth a specific reservation of right does not mean that all other areas of the resulting Grant Agreement are subject to mutual agreement. The Department reserves the right to make final determination regarding the acceptance of all required reports.
- c. **Monitoring and Evaluation Methodology**
 - 1) The Department will monitor the Grantee's compliance with the terms and conditions of this Grant Agreement in accordance with CFOP 75-8, *Contract Monitoring Operating Procedures*. The Grantee will receive a written report within thirty (30) working days from the exit interview for an on-site monitoring, and within thirty (30) working days from completion for a desk review monitoring.
 - 2) If the report indicates a need for corrective action, the Grantee must develop and submit to the Department for approval, a corrective action plan within thirty (30) calendar days from the receipt of the Department's notification of the need for a corrective action plan.
 - 3) The corrective action plan must be documented on the corrective action plan document, which is issued by the Department to the Grantee concurrently with the final monitoring report. **The plan must include a timeline and identify the position responsible for**

correcting the deficiency. Upon full implementation of all corrective actions, the Grantee will be required to certify such to the Department. The determination of the adequacy of the Grantee's corrective action and the elements of the plan rests solely with the Department. Penalties may be imposed for failure to implement or make acceptable progress on such corrective actions as set for in Section 29 of the Standard Contract.

C. METHOD OF PAYMENT

1. **This is a cost reimbursement grant agreement.** Please see **Exhibit E** for Contract Budget.
2. **Total Grant Agreement Amount.** This is a cost reimbursement grant agreement. The Department shall pay the Grantee for delivery of service units provided in accordance with the terms of this Grant Agreement for a total dollar amount not to exceed **\$26,431.00**, subject to the availability of funds. The State of Florida's performance and obligation to pay under the Grant Agreement is contingent upon an annual appropriation by the legislature awarded through Grant Solicitation **LPZ11**.
3. **Invoice Schedule.** The Grantee shall request reimbursement on a monthly basis through submission of a properly completed **Exhibit A, Monthly Invoice - Request for Payment** within fifteen (15) days following the end of the month for which reimbursement is being requested. It is the intent of the parties that the grant funding provided under this Grant Agreement be available to Grantee for the costs of performing its obligations under section 414.161, Florida Statutes, **incurred on and after May 1, 2014.**
4. **Supporting Documentation.**
 - a. The Grantee 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 (salaries, travel, expenses, etc.). 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 contracts as provided in Comptroller's Memorandum No. 04 (1996-97). 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 agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements:

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. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

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 Grant Agreement may be withheld pending the receipt and approval by the Department of all financial and program reports due as a part of this Grant Agreement, and any adjustments thereto. Requests for payment, which cannot be documented with supporting documentation, will be returned to the Grantee upon inspection by the Department.

5. **Invoice Approval Process.** The Department will have up to five (5) working days from receipt of the invoice to approve or disallow proposed expenditures listed. Disallowance of proposed expenditures will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Grantee in order to process the invoice for payment. The Grantee will have fifteen (15) days from the date of rejection of the initial invoice to correct and resubmit for payment.

6. **Financial Consequences.** Financial consequences will be applied in accordance with **Exhibit C**, Department of Financial Services Reimbursement Guide, and this section of the Grant Agreement to make any necessary reductions to the invoice due to deficient performance. The parties agree that the payment adjustments as described in **Exhibit C** constitute financial consequences under section 287.058(1)(h), Florida Statutes, for the Grantee's failure to perform in accordance

with the performance measures set forth in Section B.5.a. of this Attachment. This provision shall not limit additional financial consequences as referenced in section 21 of the Standard Contract.

D. SPECIAL PROVISIONS

1. Court Venue

Venue for any court action pertaining to this Grant Agreement shall be in Leon County, Florida.

2. Grant Agreement Renewal

This Grant Agreement is for the period of May 1, 2014 to June 30, 2015, and cannot be renewed.

3. Dispute Resolution

It is expected that the Grantee and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting the Grant Agreement. Within five (5) working days of the execution of the Grant Agreement, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary, or designee, who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

4. Mandatory Reporting Requirements

The Grantee and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Grantee, and of any Sub-grantee, providing services in connection with this Grant Agreement 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 Grantee and Sub-grantee 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. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.

5. Employment Eligibility Verification

(a) Definitions. As used in this clause—

(1) "Employee assigned to the contract" means all persons employed during the Grant Agreement term by the Grantee to perform work pursuant to this Grant Agreement within the United States and its territories, and all persons (including Subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement with the Department.

(2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime Grant Agreement. 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 Grantee or another Subcontractor.

(b) Enrollment and verification requirements.

(1) The Grantee shall—

(i) **Enroll.** Enroll as a Grantee in the E-Verify program within 30 calendar days of Grant Agreement 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 Grantee or Subcontractor to perform work pursuant to the Grant Agreement with the Department shall be verified as employment eligible within three (3) business days after the date of hire; and

(2) The Grantee shall comply, for the period of performance of this Grant Agreement, 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 Grantee's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Grantee will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Grantee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Grantee, then the Grantee 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 Grantee 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 Grantee through the E-Verify program.

(e) Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this Grant Agreement 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 Grantee shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

6. Health Insurance Portability and Accountability Act.

In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of **Attachment IV** to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this agreement. The provisions of the foregoing Attachment supersede all other provisions of **Attachment I** regarding HIPAA compliance.

E. LIST OF EXHIBITS

- EXHIBIT A** – Monthly Invoice – Request for Payment
- EXHIBIT B (1)** - Monthly and Final Service Reports
- EXHIBIT B (2)** - Final Performance Report (Twelve Month Report)
- EXHIBIT C** – Financial Consequences
- EXHIBIT D** – Federal Poverty Guidelines
- EXHIBIT E** – Homeless Prevention Grant Budget and Budget Narrative

Exhibit A Monthly Invoice/Request for Payment

MONTHLY REPORT OF DISBURSEMENT - INVOICE
 TANF Grant Program – Homeless Prevention

Provider: Palm Beach County Board of County Commissioners Address: FEID: Telephone: Reporting Period: _____ through _____	TANF Grant Contract # IPZ02 Department of Children and Family County served: Grant Year: <u>2014</u> OCA: <u>HPG00</u>
--	--

Line Items	Approved Budget	Amount this Invoice	Total Expenditures to Date	Budget Remaining
TANF HOMELESS PREVENTION (252012)	\$26,431.00			
Rent or Mortgage Assistance	\$			
Utility Assistance – electric, gas, water, sewer only	\$			
Case Management				
Salaries and Benefits – Number of Units –	\$			
Operating Expenses	\$			
HPRP Grant 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 Provider Agency Official

 Title of Provider Agency Official

 Date

Exhibit B(1)-Monthly and Final Service Reports

Homelessness Prevention Grant Program #LPZ11

Monthly and Final Service Report Form

Grantee Name: _____

Sub-grantee(s): _____

Grant Agreement Number: _____

Total # families to be served under this Grant Agreement: _____

Total # of families served this period: _____

<u>Report Dates</u> (Circle one)	<u>Due date</u>
_____ May 1 – May 31, 2014	June 16, 2014
_____ June 1 – June 30, 2014	July 15, 2014
_____ Final Report	July 15, 2014

FOR THIS REPORTING PERIOD:

Total # of families seeking assistance: _____

Total # of families assessed for eligibility: _____

Total families assessed for eligibility with:

Overdue rental assistance: _____

Overdue mortgage assistance: _____

Overdue utility bill assistance: _____

Total eligible households assisted with:

Overdue rental assistance: _____

Overdue mortgage assistance: _____

Overdue utility bill assistance: _____

Total Award: \$ _____

Amount of reimbursement funding requests submitted this reporting period: \$ _____

Remaining funding: \$ _____

Report completed by: _____ Date: _____

Exhibit B(2)-Final Performance Report (Twelve Month Report)

**Homelessness Prevention Grant Program #LPZ11
Final Performance Report Form (Twelve Month Report)**

Grantee Name: _____

Grant Agreement Number: _____

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 May 2014, how many remained stably housed? _____

What percentage does this represent of the overall total families housed? _____

Of those families assisted in June 2014, how many remained stably housed? _____

What percentage does this represent of the overall total families housed? _____

Methods used to determine housing stability: _____

Please note this report is due by July 15, 2015

Report completed by: _____ **Date:** _____

EXHIBIT C - PROVISIONS FOR FINANCIAL CONSEQUENCES PER SECTION C.5

This Exhibit implements the provisions of Section C.5. The following payment adjustments shall be made as financial consequences for the following non-compliance with the Performance Measures in Section B.5.a. using the Performance Evaluation Methodology in Section B.5.c.

	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 non-compliance.
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 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
<p>Notice and Grantee Response: The Grantee shall deliver a written response to the regional Contract Manager within 14 days of receipt of a written notice of noncompliance with a Performance Measure.</p>				

The Grantee may seek Department agreement to allow it to "earn back" some or all of the Financial Consequences of the Grantee's noncompliance as a result of adverse circumstances beyond the Grantee's control and where applicable, any error in reporting of a measure was inadvertent:

- 1) Adverse circumstances beyond the Grantee's control refers to unforeseeable events not arising from an act or omission of the Grantee, its officers or employees that materially impaired the Grantee's ability to perform and for which there were no reasonable means to mitigate or avoid the adverse impact.
- 2) Adverse circumstances arising from the acts or omissions of the Grantee's Subcontractors will not be considered beyond the control of the Grantee unless the Grantee demonstrates: 1) that the subcontractor(s) had in place a Grantee approved quality assurance program, with sufficient Grantee monitoring and controls in place to ensure achievement of performance standards; or 2) the subcontracts included effective financial consequences and associated reporting relating to the Performance Measure(s) at issue.
- 3) In order to be able to rely on this "earn back" provision, the Grantee's representative possessing Grant Agreement signature authority shall attest to and document the adverse circumstances beyond the Grantee's control to the regional contract manager at the time that it provides its response to any notice of noncompliance or notice of financial consequences.
- 4) The Grantee shall demonstrate that it has corrected the noncompliance as quickly as reasonably possible and detail the steps that the Grantee has put into place to avoid a future recurrence of the noncompliance. In addition, when applicable, the Grantee shall demonstrate that any error in reporting of a measure was inadvertent and detail the steps that the Grantee has put into place to ensure accurate reporting.
- 5) Receipt of the attestation by the regional contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that written acceptance by the regional contract manager of the sufficiency of the adverse circumstances beyond the Grantee's control is a condition of agreeing to any "earn back" of any or all of the Financial Consequences provided for hereunder.

**EXHIBIT D
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 member add \$677. (based on 2014 Federal Poverty Guidelines)	
5	\$4,652 or less		

EXHIBIT E

**Homeless Prevention Grant
FY 2013-2014**

<u>Eligible Activity</u>	<u>Grant \$</u>	<u>Leveraged \$</u>
1. Past due rent or mortgage assistance	\$ 22,675	\$257,776
2. Past due utility payments (electric, gas, water, sewer only)	\$ 2,963	\$52,797
3. Case management		
a. Salaries and benefits Number of FTE's = <u>4</u>	\$ 0	\$248,672
b. Operating expenses	\$ 0	\$18,950
4. Grant Administration (Maximum = 3% of total award)	\$ 793	\$54,358
TOTAL	\$26,431	\$596,500

Grant expenditures will be obligated by June 30, 2014

Continuation of Adopt A Family's budget narrative to support the above request, including the agency's overall budget and leverage dollars from public and private sources follows.

Budget Narrative

Homeless Prevention Grant Budget

The Homeless Prevention Grant funds from the DCF Office on Homelessness will be used primarily for direct rental assistance and past due utility payments (electric, gas, water and sewer only).

The rental assistance budget is based on serving a minimum of six (6) families at an average monthly rent equivalent to the HUD Fair Market Rent for a two bedroom unit in Palm Beach County (\$1,202) for an average of 3.144 months past due: $(6 * \$1,202 * 3.144 = \$22,674.50 = \$22,675)$

The utility assistance budget is based on an estimated 13% of the amount we spend on the rental allocation of the award: $(\$22,675 * .13 = \$2,963)$. Justification is based on the fact that bills are past due for several months representing a high percentage of the family's income at the time the current and past due payments are due for utilities.

The budget also allowed 3% of the total grant for administration, which will be completed by Adopt A Family staff (sub-recipient) $(\$26,431 * .03 = \$792.93 = \$793)$.

Budget Narrative

Adopt-A-Family of the Palm Beaches, Inc's overall Agency budget for the Fiscal year of July 2013- June 2014 approximates \$5,570,000. Of this amount, the Housing Stabilization Program constitutes 11% or \$632,500. There are eight other direct programs the Agency administers and operates totaling 73% of the Agency budget. The remaining 16% of the budget is categorized as Administrative, Development and Fundraising, allocated as 5%, 5% and 6% respectively.

Public funding for the entire Agency totals \$3,187,000, all of which has been committed to the Agency through grants, contracts or other such committals.

Private funding for the entire Agency totals \$1,668,267, of which 65% has been committed and/or received as of December 31, 2013. The remaining 35% projected and uncommitted are intended to be raised via planned fundraising events, private contribution and private foundations.

Program revenue combined with In-Kind donations for the entire Agency totals \$715,000 or 13% of the Agency budget, of which the Agency has received \$387,600 or 54% as of December 31, 2013.

The Agency provides additional services in addition to Homeless Prevention. Those services are detailed below:

Project GROW- Public Funding, Tuition, Private Funding: Project GROW is the agency's licensed afterschool/out-of-school program serving children ages five to twelve. Most children attending are formerly homeless and reside in one of the agency's housing programs. The program is customized to meet the unique needs of formerly homeless children and focuses on building the children's social, emotional, and educational skills.

A Place Called Home (A.P.C.H.) – Public Funding, Rental Income, Private Funding: A Place Called Home is a permanent supportive housing program for homeless families funded by the U.S. Department of Housing and Urban Development (HUD). The program offers scattered site housing in Lake Worth to homeless families living with a disability. The program offers intensive case management and supportive services to all residents.

Bridges to Success – Public Funding: Bridges to Success is a permanent supportive housing program for homeless families funded by HUD. The program offers scattered site housing in western Palm Beach County to homeless families living with a disability. The program offers intensive case management and supportive services to all residents and is one of the only options for homeless families residing in Belle Glade, Pahokee, and others areas in western Palm Beach County. This is a collaborative program with other not-for-profit agencies for residents in Palm Beach County.

Project S.A.F.E. (Stable, Able, Family Environment)- Public Funding, Rental Income, Private Funding: Project SAFE is a permanent supportive housing program for homeless families funded by HUD. The program consists of 32 units of agency-owned housing and is currently the largest

permanent housing program for homeless families in Palm Beach County. The program offers intensive case management and supportive services to all residents.

Service Enriched Housing (S.E.H.) – Public Funding, Rental Income, Private Funding: The Service Enriched Housing program offers housing to low-income families who are on the path to home ownership. The program consists of 28 two-bedroom apartment units located adjacent to the Family Resource Center. Rent is based on 30% of the family's income. The Agency captures the first \$500 as the base rent, all additional funds are placed in escrow and are used for credit repair, home ownership activities, and general wealth building.

Senator Philip D. Lewis Homeless Resource Center (HRC) – Public Funding: The Agency is a partner agency of Palm Beach County's homeless resource center (HRC) opened in 2012. The HRC serves as Palm Beach County's "front door" for access to homeless services. The Agency operates the family division and provides homeless families with assessments, case management, health care, access to mainstream resources, vital shelter and housing services, and permanent housing.

Neighborhood Stabilization Program 2 (NSP2) – Public Funding, Rental Income: The Agency, in partnership with the Lake Worth Community Redevelopment Agency (CRA), was one of 56 awardees in 2010 to be awarded funding through HUD's NSP2 funding competition. The goal of the program is to stabilize neighborhoods through the acquisition and rehabilitation of foreclosed properties. The Agency rehabbed and constructed a total of forty-one housing units in the City of Lake Worth as a result of this opportunity. As of June 30, 2013, a total of seventeen units were sold to income-qualified households, while two units remained available for sale, and twenty-four units were retained by the Agency to be used as rental properties for low-income families.

Community Land Trust Program/Wiley Reynolds Apartments – Rental Income, Private Funding: The Agency's Community Land Trust Program combined with the Agency's Wiley Reynolds Apartments provides affordable home ownership and rental opportunities to income qualified households. Home ownership opportunities use a land lease model in which the Agency retains ownership of the land while the purchaser owns the improvements. This permits the improvements to be sold at a reduced rate. Rental opportunities primarily consist of the nine-unit Wiley Reynolds Gardens apartments. The units were constructed in 2008 and offer low-income and homeless families housing that is priced below 50% of the fair market rent rates.

Key Executive Staff:

Matt Constantine, Active CEO

Dana Perez, CFO

Chere Brodi, Director of Development

Joan Kieffer, Director of Clinical Services

ATTACHMENT II

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

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

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include

Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

Jeffrey A. Ferraro, MPA
 Department of Children & Families
 1400 West Commercial Boulevard, Second Floor, Suite 210K
 Ft. Lauderdale, FL 33309

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
 Single Audit Unit
 Building 5, Room 237
 1317 Winewood Boulevard
 Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
<http://harvester.census.gov/fac/collect/ddeindex.html>
 and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

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

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

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

PART IV: RECORD RETENTION

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

ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Priscilla A. Taylor
 Signature

Priscilla A. Taylor, Mayor
 Name of Authorized Individual

Palm Beach County Board of County Commissioners
 Name of Organization

301 North Olive Avenue, West Palm Beach, FL, 33401
 Address of Organization

5/2/14
 Date

IPZ02
 Application or Contract Number

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

APPROVED AS TO TERMS
 AND CONDITIONS
 BY: [Signature]
 DEPARTMENT HEAD

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY
[Signature]
 COUNTY ATTORNEY

By: _____
 Deputy Clerk
 Homeless Prevention Grant Agreement

ATTACHMENT IV

This exhibit contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality,

- integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
 - 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
 - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
 - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a

- written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
 - 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
 - 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1)

obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate’s use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not

cure the breach or end the violation within the time specified by the Department of Children and Families;

- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
- 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.



State of Florida
Department of Children and Families

**VERIFICATION OF PROVIDER SUBCONTRACTING STATUS
SOUTHEAST REGION**

CONTRACT MANAGER:

Provider Name: Palm Beach County Board of County Commissioners
Contract Number: IPZ02

In accordance with the provisions of Section I.I of the Standard Contract:

- This contract allows the provider to subcontract for the provision of all services under this contract.
- This contract does not allow the provider to subcontract for the provision of any services under this contract.
- This contract allows the provider to subcontract for the provision of the following services under this contract: *(enter services as applicable)*

Jeffrey Ferraro for Jeffrey Ferraro 4/25/14
 Contract Manager Signature Date

PROVIDER:

- No work is currently performed by subcontractors for the services which are under contract or there is currently no intent to subcontract for contracted services being negotiated with the department.
- Subcontractors are currently performing services which are under contract or there is an intent to subcontract for contracted services being negotiated with the department.

The provider understands that if the department allows subcontracting, then the provider may choose to subcontract services; however, prior to subcontracting services, the provider must submit a written request to subcontract to the contract manager for department approval.

Priscilla A. Taylor 5/2/14
 Robert Weisman, County Administrator Date

Priscilla A. Taylor, Mayor
(Note: Subcontractors do not include individuals hired under an independent contractual basis.)

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Revised March 2008
COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS
BY: *[Signature]*
DEPARTMENT HEAD



CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Provider/Facility Palm Beach County Board of County Commissioners	County Palm Beach	Region/Circuit Southeast/15
Address 301 North Olive Avenue		
City, State, Zip Code WPB, FL 33401	Date 4/8/2014	Telephone 561-355-4778

PART I. 1. Briefly describe the geographic area served by the program/provider/facility and the type of service(s) provided:
Palm Beach County

2. POPULATION OF AREA SERVED. List source of data: **US Census**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	
1,356,545	59	18	20	3	52	48	

3. STAFF CURRENTLY EMPLOYED. Effective date: **04/11/2014**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
5,321	65	18	14	3	35	65	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date: **04/11/14**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
370	45	29	10	16	34	66	10

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	
7	72	14	14	0	57	43	

PART II.

- | | | | |
|---|-----------|------------|----|
| 6. Is an Assurance of Compliance on file with the Department of Children and Families? If NA or NO, explain. | NA | YES | NO |
| 7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain. | NA | <u>YES</u> | NO |
| 8. Compare the client composition to the population. Are race/gender composition representative of the population?
If NA or NO, explain. | NA | <u>YES</u> | NO |
| 9. Are employees, applicants and recipients informed of their protection against discrimination?
If YES, how? Verbal <u>Written</u> <u>Poster</u> If NA or NO, explain. | NA | <u>YES</u> | NO |
| 10. Do recruitment and notification materials advise applicants, employees and recipients of your non-discrimination policy?
If NO, explain. | | <u>YES</u> | NO |
| 11. Is there an established grievance/complaint procedure to resolve complaints of discrimination regarding service
delivery or employment decisions? If NO, explain. | | <u>YES</u> | NO |
| 12. Provide the number and current status of any discrimination complaints regarding services or employment
filed against the program/provider/facility within the last year. | <u>NA</u> | NUMBER | |
| 13. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin,
gender, age, religion or disability? If NA or NO, explain. | NA | <u>YES</u> | NO |

14. Are benefits, services, and facilities available to applicants and participants in an equally effective manner NA YES NO
 regardless of race, gender, age, national origin, religion or disability? If NA or NO, explain.
 Not Applicable for this grant. No direct services will be provided by PBC.
15. Are room assignments made without regard to race, color, national origin or disability for in-patient services? NA YES NO
 If NA or NO, explain. Not Applicable for this grant. No direct services will be provided by PBC.
16. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits including free NA YES NO
 interpreter services? If NA or NO, explain. Not Applicable for this grant. No direct services will be
 provided by PBC.
17. Are the programs/facilities/services accessible to mobility, hearing, and sight impaired individuals? If NA or NO, explain. NA YES NO
 Not Applicable for this grant. No direct services will be provided by PBC.
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
 Not Applicable for this grant. No direct services will be provided by PBC.
19. Has a self-evaluation been conducted to identify any barriers to serving individuals with disabilities? If NO, explain. YES NO
 Not Applicable for this grant. No direct services will be provided by PBC.
20. State the name of the designated Section 504 Coordinator for compliance activities:
 For the Division of Human Services, Meghan Parnell
21. Has Civil Rights training been conducted for local staff? If NA or NO, explain. NA YES NO
 Direct Services will not be provided by PBC.

22. SIGNATURE:

 _____ 5/2/14
 Signature and Title of Person Completing This Form Date Signed

~~Robert Weisman, County Administrator~~ Priscilla A. Taylor, Mayor

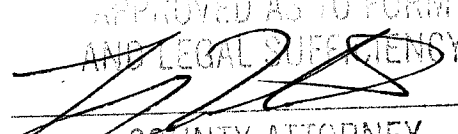
DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY

Date of Receipt	Signature of Program Manager or Designee	Notice of Corrective Action Required: YES NO If "Yes", attach list of corrective actions.
Date Reviewed by Compliance Officer:		Response Due:
Type of Review: On-Site Desk Review		Response Received:
Comments:		
Date of Last Compliance Review:		

ATTEST:

SHARON R. BOCK
 CLERK AND COMPTRROLLER

By: _____
 Deputy Clerk

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY

 COUNTY ATTORNEY

APPROVED AS TO TERMS
 AND CONDITIONS
 BY: 
 DEPARTMENT HEAD

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

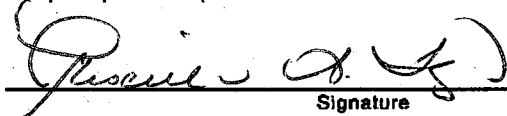
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

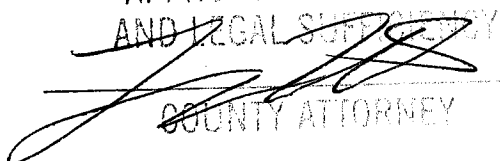
1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families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

CERTIFICATION


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

 _____ Signature	5/1/14 _____ Date
Robert Weisman Priscilla A. Taylor County Administrator Mayor _____ Name (type or print)	_____ Title

CF 1125, PDF 10/2003

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER
By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS
BY: 
DEPARTMENT HEAD



Certification of Executive Compensation Reporting Requirements

The Federal Funding Accountability and Transparency Act (FFATA) requires that certain information pertaining to federal awards (federal financial assistance and expenditures) be made available to the public. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, direct orders, task orders, and delivery orders. Organizations meeting the Reporting Criteria listed below must disclose the total compensation of their five most highly paid executives.

Reporting Criteria: During the preceding fiscal year the organization identified below received more than \$25 million in total federal funding, AND the federal funds received during that fiscal year accounted for more than 80% of the Provider's annual gross revenue.

I, Robert Weisman, as an authorized representative of

PBC BCC, certify that my organization:

[check which statement applies]

- is required to report Executive Compensation in compliance with FFATA.
- is not required to report Executive Compensation in compliance with FFATA.

Exemption:

The organization is exempt from reporting executive compensation information if [check if applicable]:

- The public already has access to this information about the compensation of the executives of this organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

The undersigned certifies the foregoing information is accurate and complete to the best of his or her knowledge and belief.

Robert Weisman
Signature

5/2/14
Date

~~Robert Weisman~~ Priscilla A. Taylor
Name of Authorized Individual (print)

~~County Administrator~~ Mayor
Position Title of Authorized Individual

APPROVED AS TO TERMS AND CONDITIONS
BY: [Signature]
DEPARTMENT HEAD

Provider's DUNS Number: 078470481

Contract Number: IIPZ02

Even if you are not subject to executive compensation reporting, you must also complete the top part of page 2 of this form. To report the executive compensation information required by FFATA, complete the bottom part and sign page 2 of this form.

According to federal law FFATA information must be reported to the Department of Children and Families not later than the end of the month following the month during which an award in excess of \$25,000 of federal funds was made to your organization, or during which a lesser amount was awarded but the cumulative value of funds made pursuant to this and previous awards exceeds \$25,000.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By; _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY Page 1 of 7



Certification of Executive Compensation Reporting Requirements

Provider Name: Palm Beach County Board of County Commissioners

Provider Address: 301 North Olive Avenue

West Palm Beach

33401
Zip plus four is required

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: [Signature]
DEPARTMENT HEAD

Contract No.: IPZ02 **Total Amount:** \$26,431

Total Amount of Federal Funds in contract: \$26,431

Contract Beginning Date: 05/01/14 **Ending Date:** 06/30/15

CFDA Number: 93.558 **Provider's DUNS Number:** 078470481

**City, State and Zip plus four of
Principal Place of Performance:** WPB, FL 33401

ATTEST:
SHARON R. BOCK
CLERK AND COMP TROLIER

By: _____
Deputy Clerk

Provider's Top 5 Most Highly Compensated Executives & Compensation Information

Full Name	Position Title	Total Annual Compensation Amount
NOT APPLICABLE		

"Total compensation" means the cash and noncash dollar value earned by the executive during the entity's preceding completed fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which is not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation for the executive exceeds \$10,000. Examples of other compensation are severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The undersigned certifies, to the best of his or her knowledge and belief, that the information provided above to satisfy the Executive Compensation Reporting Requirement is complete and accurate.

[Signature]
Signature

5/1/14
Date

~~Robert Weisman~~ Priscilla A. Taylor
Name of Authorized Individual (print)

~~County Administrator~~ Mayor
Position Title of Authorized Individual

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
[Signature]
 COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT

BGEX - 148 - 053014*1453
 BGRV - 148 - 053014*569

FUND (0001) - General Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/30/14	REMAINING BALANCE
REVENUE								
148 1355 3168	Fed Grnt Indirect-Human Services	0	40,000	0	13,569	26,431		
Total Revenue		1,070,918,243	1,082,193,339	0	13,569	1,082,179,770		
EXPENDITURE								
148 1355 3401	Other Contractual Services	0	40,000	0	13,569	26,431		
Total Expenditures		1,070,918,243	1,082,193,339	0	13,569	1,082,179,770	0	1,082,179,770

Signatures

Date


By Board of County Commissioners
 At Meeting on July 1, 2014

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted



 Deputy Clerk to the
 Board of County Commissioners