

**AGREEMENT BETWEEN BROWARD COUNTY AND
TASKFORCE FORE ENDING HOMELESSNESS, INC., FOR HOMELESS OUTREACH**

Agreement Number: 14-CP-HIP-8232-03

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and TaskForce Fore Ending Homelessness, Inc., an active nonprofit Florida corporation ("TaskForce"). County and TaskForce are collectively referred to as the "Parties."

WHEREAS, this Agreement will enable TaskForce to provide services that would not otherwise be funded by another public funding source; and

WHEREAS, funding given to TaskForce has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - The Agreement includes Articles 1 through 15 inclusive, the "Whereas" clauses recited above, and all exhibits, addenda, and attachments that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Clients** - Individuals served under this Agreement as described in Exhibit D-1, "Scope of Services."
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.5 **Contract Manager** - The Human Services Department division staff person who coordinates and communicates with TaskForce and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. The Parties may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.6 **County Attorney** - The chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **HSD** - The Broward County Human Services Department.
- 1.9 **HSSS** - The Human Services Software System. The Client Services Management System and/or any other participant information collection and data exchange system(s) designated by County.
- 1.10 **Initial Term** - The initial contracted period as specified in Exhibit A, "Agreement Specifications."

- 1.11 **Option Period** - A contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."
- 1.12 **Program** - The services described in Article 3 and in Exhibit D-1 of this Agreement.
- 1.13 **Provider Handbook** - County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated herein by reference.
- 1.14 **Repository** - County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.

ARTICLE 2. TERM OF AGREEMENT

- 2.1 **TERM:** The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications." At the sole option of the Contract Administrator, this Agreement may be renewed for up to two (2) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify TaskForce of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.
- 2.2 **CONTINUITY OF SERVICES:** In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available, and it would result in a gap in the provision of services under this Agreement, then upon approval of funds by the Board, the term of this Agreement may be extended by the HSD Director or Deputy Director and TaskForce, via a Work Authorization, for a period not to exceed six (6) months.
- 2.3 TaskForce understands and acknowledges that the Contract Administrator's decision to exercise either Option Period shall be contingent upon, but not limited to, the following:
- A. Continued demonstrated and documented need for the services or priority area of funding;
 - B. Satisfactory contract compliance, program performance, and utilization by TaskForce, as determined by the Contract Administrator;
 - C. Demonstrated financial stability by TaskForce;
 - D. The availability of funds from County in accordance with Chapter 129, Florida Statutes, as amended; and
 - E. Appropriation of funds by the Board.

The Contract Administrator, in his/her sole discretion, shall determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

- 2.4 This Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section herein.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 TaskForce shall provide the services set forth in each Exhibit D-1, "Scope of Services," and further detailed in the applicable Work Authorization(s), incorporated by reference, for each service category funded by this Agreement, and shall meet the outcomes set forth in Exhibit D-2 and applicable Work

Authorization(s). The Scope of Services is a description of TaskForce's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by TaskForce impractical, illogical, or unconscionable.

3.2 If applicable, TaskForce shall notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Work Authorization no less than thirty (30) calendar days prior to such change in accordance with the "NOTICES" section of this Agreement. No such opening, closing, or relocation shall occur without County's prior written consent, which consent shall not be unreasonably withheld.

3.3 Organizational Profile: The Organizational Profile for TaskForce is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in Broward County. It is used for collecting data for countywide resource inventory. This Profile is due from TaskForce upon oral or written request by the Contract Administrator.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT

4.1 MAXIMUM FUNDING: County will pay TaskForce an amount not to exceed the amount specified in Exhibit A, "Agreement Specifications," for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by TaskForce as full compensation for all such work. TaskForce acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate TaskForce for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TaskForce's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to TaskForce to reimburse its expenses, unless otherwise provided herein.

TaskForce understands and acknowledges that County funding under this Agreement relates exclusively to the Initial Term and that County is not obligated to fund TaskForce beyond the Initial Term. In the event that the Contract Administrator exercises either Option Period under this Agreement, or in the event this Agreement is extended pursuant to Article 2, the maximum amount payable by County shall not exceed the amount specified for each period in Exhibit A, except as provided in Section 4.3 "MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS" herein.

4.2 REDUCTION OF FUNDS: In the event of TaskForce's underutilization of funds, the Contract Administrator has the authority and sole discretion, at any time, to reduce the maximum funding allocated under this Agreement. Such adjustments shall be made via a Work Authorization(s), which shall be signed by the HSD Director or Deputy Director. The Work Authorization(s) shall include corresponding revisions to the maximum units of service and minimum number of clients served.

4.3 MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS: In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum funding under this Agreement up to ten percent (10%) of the Agreement amount for any fiscal year of County, except as provided in Section 15.23, EMERGENCY CONDITIONS. Such adjustments shall be made via Work Authorization(s), which shall be signed by the HSD Director or Deputy Director.

The Contract Administrator has the authority and sole discretion to adjust the maximum funding allocated to any particular program or service category funded under this Agreement and payment schedules throughout any term of the Agreement. Such adjustments may be made in writing and signed by the Contract Administrator on behalf of County, notifying TaskForce of each adjustment, including

corresponding revisions to the maximum units of service, at least ten (10) calendar days prior to the effective date for mid-term adjustments, or at the time of written notification of renewal pursuant to Article 2 of this Agreement.

Adjustments to maximum renewable funding and corresponding adjustments to the number of units and clients served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Work Authorization(s) signed by the HSD Director or Deputy Director, or may be made in writing and signed by the Contract Administrator at the time of written notification of renewal pursuant to Article 2 of this Agreement and limited to changes of ten percent (10%) or less.

4.4 WORK AUTHORIZATIONS: The Contract Administrator is authorized to increase or decrease the maximum funding allocated to TaskForce in the Agreement to maximize expenditure of County funds as expressed herein. Such adjustments shall be made by the HSD Director or Deputy Director in writing in accordance with this subsection.

4.4.1 Any Work Authorization(s) for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and TaskForce, using a standard Work Authorization in the form attached hereto as Exhibit F.

4.4.2 Any Work Authorization(s) increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and TaskForce after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director.

4.4.3 All Work Authorizations issued by the Contract Administrator shall contain, at a minimum, the following information and requirements:

4.4.3.1 A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served) and a reference to this Agreement pursuant to which the adjustment is authorized.

4.4.3.2 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

4.4.3.3 Work Authorizations shall be dated, sequentially numbered, and signed by both Parties.

4.5 METHOD OF PAYMENT: County will pay TaskForce for units of service actually delivered, invoiced, and documented as specified in Exhibit D-1, "Scope of Services" and in any applicable Work Authorization(s), on a monthly billing basis, subject to the provisions in this Article. The total number of units of service to be billed during each term of this Agreement shall not exceed the units specified in Exhibit D-1 and any applicable Work Authorization(s).

4.5.1 Required Match: County will reimburse for only nine (9) out of ten (10) units actually delivered, invoiced, and documented at the unit price specified in Exhibit D-1, unless otherwise indicated in Exhibit A, "Agreement Specifications," or in any applicable Work Authorization. The tenth (10th) unit shall meet TaskForce's match requirement.

4.5.2 Client Co-payment for Services: In the event Client co-payments are required as indicated in Exhibit A, TaskForce shall assess income and implement co-payments pursuant to the Co-pay Schedule found in the Provider Handbook.

4.5.3 Performance: County will reduce payment by three percent (3%) for services performed by TaskForce in the third (3rd) month of any quarter in which one or more Outcomes were not attained by more than five percent (5%) of the indicator. The reduction shall be applied to payments for the Program(s) in which the indicator(s) was not met. The reduction shall be applied to the net payment amount for the month, after calculation of the required match, but before any disallowed units or repayments from any other month(s) are applied. In the event that County finds that TaskForce's Outcome Report(s) contains incorrect information, County may apply this reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4 Invoice Requirements and Due Dates:

4.5.4.1 An original invoice plus one complete copy with supporting documentation are due monthly from TaskForce on or before the date specified in Exhibit E, "Required Reports and Submission Dates." In the event the due date falls on a weekend or County holiday, the invoice, supporting documentation, and complete copy are due on the next business day.

A. Acceptable supporting documentation as described in this section shall be in the form of a report provided through County's designated HSSS, or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes.

B. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. TaskForce shall reimburse County, as described in Section 4.5.4.2, for any units that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

C. The Contract Administrator may authorize manual billing if TaskForce lacks access to such designated system through no fault of TaskForce, as determined by the Contract Administrator in his/her sole discretion.

D. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the applicable unit rate, so long as TaskForce has provided the unit of service as defined in Exhibit D-1.

4.5.4.2 Corrected Invoices:

A. In the event that TaskForce determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, TaskForce shall include the corrections on the next regular monthly invoice. Corrected billing is limited to one time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the Agreement term, whichever is earlier. TaskForce must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed, "Required Services Documentation," form for each month in the period of previous incorrect billing, unless the Contract Administrator has, in writing, provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by

TaskForce's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions TaskForce is taking to prevent recurrence of the error(s).

B. In the event that County determines that TaskForce has previously incorrectly billed and been reimbursed for a period within the current contract year, TaskForce shall include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the contract term in which the overpayment occurred TaskForce shall issue a check to County as repayment.

4.5.4.3 To be deemed proper as defined by the Florida Prompt Payment Act, invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms prescribed by County in the Provider Handbook, or through the communication system as provided through County's HSSS, or as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay TaskForce within thirty (30) calendar days of receipt of TaskForce's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct from any outstanding invoice any monies due from TaskForce because of a situation where County identifies money due from TaskForce to County pursuant to this Agreement.

4.5.4.4 Invoices and/or documentation returned to TaskForce for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by County without the accrual of interest on any payments owed by County to TaskForce. TaskForce shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested information as required by County shall be considered a factor in evaluating future funding requests.

4.5.4.5 The certification statement on the monthly invoice submitted by TaskForce shall be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators." Should it become necessary for TaskForce to replace signators, a notarized copy of the authorizing resolution as passed by TaskForce's Board of Directors or Trustees, authorizing legislation, or equivalent shall be submitted to the Contract Administrator, along with replacement Exhibit B-1 and/or Exhibit B-2, within ten (10) days following replacement of the signators.

4.5.5 If TaskForce has been authorized in accordance with the "SUBCONTRACTING" article of this Agreement to use subcontractors, or if TaskForce uses any suppliers of materials for the provision of the required services herein, TaskForce shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit C. In instances wherein payment has not been made to the approved subcontractor(s) or the supplier(s), the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.6 **SUSPENSION OF PAYMENT:** County, through its Contract Administrator, in his/her sole discretion, may in writing suspend payments to TaskForce if TaskForce does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by County may last through the duration of noncompliance by TaskForce Agreement

TaskForce as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

4.7 PAYER OF LAST RESORT: TaskForce represents to County that no other reimbursement or payment is available or will be received by TaskForce for any services invoiced to County, and County has relied upon that representation. TaskForce shall assure that funding under this Agreement will not supplant any existing programs and resources and is used as funding of last resort. This Agreement specifically excludes services eligible to be covered by Medicaid, Medicare, or other third party funding source (collectively referred to as "Third Party Payment"). TaskForce shall bill and pursue collection of any and all available Third Party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1 In the event County pays TaskForce for a service to a Client who was not eligible for Third Party Payment at the time of billing but later becomes eligible for Third Party Payments ("Third Party Certified"), and TaskForce receives Third Party Payment for the same unit of service, then TaskForce shall deduct the amount paid by County ("County Payment") on its next invoice immediately following receipt of such Third Party Payment. If TaskForce has not submitted an invoice or has submitted a final invoice to County under this Agreement, TaskForce shall reimburse County in the amount of the County Payment within thirty (30) calendar days of TaskForce's receipt of the Third Party Payment.

A. TaskForce shall note in the Client's file the date upon which a Client became Third Party Certified.

B. TaskForce shall keep accurate and complete records of all Third Party Payments, any fee collected, reimbursement, or compensation of any kind, including in-kind compensation received from any Client, for any service covered by this Agreement, and shall make all such records available to County upon demand.

C. TaskForce shall report such Third Party Payments by deducting the full amount of such Third Party Payment from TaskForce's invoices within thirty (30) calendar days of TaskForce's receipt of the Third Party Payment.

4.8 EQUIPMENT PURCHASES: All equipment purchased pursuant to this Agreement shall be reported to County on the invoice, with documentation attached to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator), listing in detail the kind and type, serial number, cost, and any other data the Contract Administrator or Contract Manager so designates. No equipment shall be disposed of without the HSD Director's or Deputy Director's prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of TaskForce, or the expiration or earlier termination of this Agreement, with or without cause, the title and ownership of all existing property acquired with funds from this Agreement shall immediately and automatically be vested in County in the name of "Broward County" as Grantor. Any existing property vesting in County shall be delivered to the Contract Administrator by TaskForce at the place designated in a written request by the Contract Administrator within ten (10) calendar days from the written request. It is TaskForce's sole responsibility to immediately notify the Contract Administrator in writing of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, or the insolvency of TaskForce.

4.9 All payments shall be made solely in the name of TaskForce as the official payee. The name, address, and telephone number of the official payee to whom payment shall be made for TaskForce is specified in Exhibit A, "Agreement Specifications." TaskForce may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the

notice procedure under the "NOTICES" section of this Agreement. It is TaskForce's sole responsibility to advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.

4.10 As a condition of funding under this Agreement, TaskForce acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If TaskForce exhausts County's funds under this Agreement prior to the end of any term of this Agreement, TaskForce is obligated to provide the same level of service(s) to Client(s) as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

TaskForce shall comply with the HSSS requirements outlined in the Provider Handbook, attached hereto and made a part hereof.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

TaskForce shall comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved Party identifying the breach. Termination for cause by County shall be by action of the Board with written notice provided to TaskForce by the HSD Director or Deputy Director, which termination date shall be the date stated in the written notice but not less than thirty (30) days after the date of such written notice. Termination for cause by TaskForce shall be effective not less than thirty (30) days after notice of termination is received by County. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when TaskForce closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determine that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, TaskForce's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if TaskForce is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if TaskForce provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the HSD Director or Deputy Director in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, TaskForce shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. TaskForce acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by TaskForce, as specific consideration to TaskForce, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due TaskForce may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.

7.6 This Agreement may also be terminated in accordance with the "EEO AND CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

ARTICLE 8. SUBCONTRACTING

8.1 TaskForce engages in subcontracting if TaskForce engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than TaskForce's own employees, officers, and volunteers, will be deemed subcontracted.

8.2 TaskForce may not subcontract services as defined in Section 8.1 or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator. If such approval is provided, no more than fifty percent (50%) of the services under each category of service described in Exhibit D-1 shall be subcontracted by TaskForce. Such approval is within the sole discretion of the HSD Director or Deputy Director.

8.3 The Contract Administrator's written approval referenced in this Article shall be limited to TaskForce's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between TaskForce and its subcontractor(s).

8.4 Services provided by TaskForce's subcontractors shall be subject to supervision by TaskForce or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of TaskForce or its subcontractor.

8.5 The delivery of services through subcontractors shall not in any way relieve TaskForce of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6 TaskForce shall, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. TaskForce shall likewise require its subcontractors to agree to the requirements and obligations of this article.

8.7 TaskForce shall pay its subcontractors, and any suppliers of materials for the provision of the services required pursuant to this Agreement, prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless TaskForce documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits such exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

TaskForce acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option and in accordance with Article 4 of this Agreement, suspend payments until TaskForce demonstrates timely payment of sums due to such subcontractors or suppliers. TaskForce acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when TaskForce demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, County shall not pay TaskForce for any amounts that have not yet been paid by TaskForce to its subcontractors or suppliers.

8.8 TaskForce shall reimburse County for all funds not used in compliance with this Agreement by TaskForce and/or its subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS/MANAGEMENT LETTERS

9.1 FINANCIAL STATEMENTS. TaskForce shall provide to the Repository annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of the County funds are expended and any management letter(s) thereby generated.

Said annual financial statement shall account for all monies received from County via explicit, discrete disclosures and/or accompanying notes to the financial statements.

Said financial statements for this Agreement shall be submitted to the Repository within one hundred twenty (120) days after the close of each of TaskForce's fiscal years in which TaskForce accounts for funds under this Agreement.

Late submission of the financial statements or absence of discrete disclosure shall entitle County to recover any payment made under this Agreement.

TaskForce acknowledges submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Repository for this Agreement.

9.2 MANAGEMENT LETTERS. TaskForce shall provide the Repository any and all management letters arising from audited financial statements within one hundred twenty (120) days after the end of TaskForce's fiscal year.

TaskForce shall provide to the Repository the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

TaskForce shall provide to the Repository any compliance audits required by law within ninety (90) days after the close of each of TaskForce's fiscal years in which TaskForce accounts for funds under this Agreement.

ARTICLE 10. EEO AND CBE COMPLIANCE

10.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. TaskForce shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by TaskForce to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TaskForce shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

TaskForce shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½. TaskForce shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TaskForce shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, TaskForce represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from TaskForce all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

10.2 Although no CBE goal has been set for this Agreement, County encourages TaskForce to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. INDEMNIFICATION/GOVERNMENTAL IMMUNITY

TaskForce shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act or omission of TaskForce, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County because of any such claim, cause of action or demand, TaskForce shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and TaskForce Agreement

the County Attorney, any sums due TaskForce under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1 County's representative is the HSD Director, Deputy Director, or the Division Director of the division administering this Agreement. The title of TaskForce's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."

12.2 The empowered signators of invoices under this Agreement for TaskForce are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to County as directed in the "NOTICES" section of this Agreement.

12.3 The empowered signator of this Agreement for TaskForce is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 shall be communicated to County as directed in Article 4 and in the "NOTICES," section of this Agreement.

ARTICLE 13. INSURANCE

TaskForce shall maintain insurance coverage as required in the Insurance section of the Provider Handbook and as specified in Exhibit A, "Agreement Specifications."

ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS

14.1 TaskForce represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and shall remain true and correct. In the event that any of the following representations becomes untrue at any time, TaskForce shall immediately provide written notice to the Contract Administrator:

- A. There have been no irregularities involving its management or employees that could have a material effect on TaskForce's operations or financial stability.
- B. TaskForce has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
- C. All material information pertaining to the financial position of TaskForce has been disclosed in its records and provided to County.
- D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of TaskForce have been properly recorded in its records and disclosed to County.
- E. TaskForce maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where TaskForce is operating a facility or providing a service where any type of licensure is required, including, but not limited to, under federal, state, county, or other local law.
- F. When applicable, TaskForce will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. TaskForce shall maintain these screening requirements and records of same for volunteers/employees based on the population served.

G. E-VERIFY: As applicable, if TaskForce is a recipient, directly or indirectly, of State of Florida funds under this Agreement, TaskForce shall enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

1. Verifying the employment eligibility of all persons employed during the Agreement Term by TaskForce to perform the work under this Agreement.
2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven (7) days of request from County.
3. Requiring all persons, including subcontractors, assigned by TaskForce to perform work under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the Agreement between TaskForce and the subcontractor, whichever is later. TaskForce shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to County within seven (7) calendar days from County's request.
4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
5. Initiate E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration ("SSA").
6. Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to County within seven (7) days of County's request.

H. TaskForce acknowledges receipt of the Provider Handbook and understands that each document contained therein is made a part of this Agreement. TaskForce also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the same to TaskForce. TaskForce may terminate this Agreement within thirty (30) calendar days of notice of such update(s) or revision(s) if the Parties mutually agree that the update(s) or revision(s) substantially impact(s) TaskForce's ability to perform as contracted. Otherwise, TaskForce acknowledges it shall be bound by the requirements outlined in the Provider Handbook, as amended by County from time to time.

I. TaskForce represents to County for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.

J. All representations and information provided by TaskForce to County in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.

14.2 TaskForce acknowledges that:

- A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, shall accompany this Agreement upon execution of this Agreement by TaskForce.
- B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by County and should not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.
- C. County has relied on all representations and information provided to County by TaskForce in the course of TaskForce competing for and developing this Agreement.

ARTICLE 15. MISCELLANEOUS

15.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents, with the exception of Client records, provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, TaskForce grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement pursuant to the terms of Article 7, any reports, photographs, surveys, and other data and documents other than Client records prepared by TaskForce, whether finished or unfinished, shall become the property of County and shall be delivered by TaskForce to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to TaskForce shall be withheld until all documents are received as provided herein.

After the five (5) year retention period or any longer retention period as stated in Section 15.2 below, TaskForce shall notify the Contract Administrator that the retention period has expired and shall provide at least ten (10) calendar days for County to obtain the records if County desires to retain the records for a longer period of time; such notice shall be made in writing pursuant to the "NOTICES" section of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

15.2 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS. County is a public agency subject to Chapter 119, Florida Statutes.

15.2.1 As required by Chapter 119, Florida Statutes, TaskForce and all its subcontractors shall comply with Florida's Public Records Law. Specifically, TaskForce and its subcontractors shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of TaskForce to comply with the provisions set forth in this Section 15.2.1 shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Section 7.1.

15.2.2 County shall have the right to audit the books, records, and accounts of TaskForce and its subcontractors that are related to this Agreement. Such rights include examination of books, records, and accounts supporting the cost per unit of service, as well as any such records of funds received from other sources for the same or similar services as performed under this Agreement. TaskForce and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. TaskForce acknowledges that in the event County determines that funds are due back to County, the HSD Director or Deputy Director may in his/her sole and absolute discretion require TaskForce to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date County incorrectly paid TaskForce.

TaskForce and its subcontractors shall preserve and make available for examination and audit by County all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after the termination or expiration of this Agreement, or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the required five (5) year period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to TaskForce's and its subcontractors' records, TaskForce and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TaskForce or its subcontractors. TaskForce shall, by written contract, require its subcontractor(s), if any, to agree to the requirements and obligations of this Article.

If subcontracting is permitted by County, TaskForce shall ensure that the requirements of this Article are included in all agreements with its subcontractor(s).

15.3 TRUTH-IN-NEGOTIATION CERTIFICATE. Execution of this Agreement by TaskForce shall constitute execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

15.4 INDEPENDENT CONTRACTOR. TaskForce is an independent contractor under this Agreement. Services provided by TaskForce pursuant to this Agreement shall be subject to the supervision of TaskForce. In providing such services, neither TaskForce nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to TaskForce or TaskForce's agents any authority of any kind to bind County in any respect whatsoever.

15.5 PUBLIC ENTITY CRIME ACT. TaskForce represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, TaskForce further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether TaskForce has been placed on the convicted vendor list.

15.6 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, TASKFORCE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

15.7 AMENDMENTS. Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and TaskForce or others delegated authority to or otherwise authorized to execute same on their behalf. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.23 herein. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

15.8 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.9 COMPLIANCE WITH LAWS. TaskForce shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.10 SEVERABILITY. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or TaskForce elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

15.11 PRIOR AGREEMENTS. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

15.12 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, TaskForce shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D-1, "Scope of Services." Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TaskForce of this Agreement or any right or interest herein without County's written consent.

TaskForce represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

TaskForce shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TaskForce's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

15.13 CONFLICTS. Neither TaskForce nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TaskForce's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of TaskForce's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or TaskForce is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude TaskForce or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event TaskForce is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, TaskForce shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as TaskForce.

15.14 JOINT PREPARATION. The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The

language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

15.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referenced herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.16 THIRD PARTY BENEFICIARIES. Neither TaskForce nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.17 NOTICES. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The Parties designated persons and respective places for giving of notice are set forth in Exhibit A, "Agreement Specifications."

15.18 DRUG-FREE WORKPLACE CERTIFICATION. TaskForce certifies that by execution of the Drug-Free Workplace Certification, done through County's Request for Proposals, Request for Letters of Interest, or Request for Applications (RFP/RLI/RFA) processes and which is now made a part hereof, that it will provide a drug-free workplace program and continue to make a good faith effort to maintain a drug-free workplace program as set forth in Section 112.0455, Florida Statutes, Drug-Free Workplace Act. TaskForce shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Manager prior to or with the signed Agreement.

15.19 CERTIFICATION RELATING TO FEDERAL LOBBYING. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned TaskForce, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally 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 any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and TaskForce, the undersigned TaskForce shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

15.20 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN SERVICES. Public Law 103-227, also known as the Pro-Children Act of 1994 ("Act" or "law"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act/law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act/law does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of

TaskForce Agreement

applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed.

Failure of TaskForce to comply with the provisions of the Act/law may result in the imposition of a civil monetary penalty (in the amount provided by the Act/law, as amended) for each violation and/or imposition of an administrative compliance order pursuant to such Act/law on the responsible entity, such as TaskForce.

By signing this Agreement, the undersigned TaskForce certifies that TaskForce will comply with the requirement of the Act/law and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act/law.

15.21 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If TaskForce identifies a programmatic contract provision that requires interpretation in order for TaskForce to understand its obligations, TaskForce will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will obtain a written response from the HSD Director or Deputy Director and provide such written response to TaskForce within a reasonable time after any request by TaskForce for an interpretation. The HSD Director's or Deputy Director's programmatic interpretations shall be deemed conclusive and final.

15.22 PUBLICITY. TaskForce is authorized by this Agreement to use the name of "Broward County" in any advertising materials concerning publicity and promotion of TaskForce related to the services funded by this Agreement.

The use of the Broward County logo is prohibited without the express written permission of County. Requests for permission to use the Broward County logo can be obtained by contacting the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

TaskForce further acknowledges that all advertisements, press releases, or other type of publicity activities undertaken by TaskForce concerning the services funded by this Agreement shall include the following statement:

"The services provided by [insert name] is a collaborative effort between Broward County and [insert name] with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

15.23 EMERGENCY CONDITIONS. Except where otherwise provided by law or where TaskForce is otherwise directed by appropriate authority, TaskForce shall provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water, and ice, and providing case management services to Disaster

Evacuees at an emergency shelter or other location(s) in Broward County as determined by County, through its Contract Administrator. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") 6/Human Services Branch by the Broward Emergency Division, which commences upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the HSD Director or Deputy Director has the authority during and after Emergency Conditions, in his/her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, and/or delete services under the Scope of Services and Exhibit D-1; and (d) modify payment schedules throughout any term of this Agreement as defined in Article 2.

15.24 DISCHARGE PLANNING. If TaskForce is a hospital district, mental health service provider, or law enforcement agency, or in the event TaskForce provides services such as hospital, jail, or mental health treatment beds, then TaskForce shall participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.25 RENEGOTIATION. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase/decrease in allocations make changes in this Agreement necessary.

15.26 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through F, Provider Handbook, and documents referenced herein are incorporated into and made a part of this Agreement.

TaskForce shall abide by all of the covenants and representations contained in the Request for Proposals, Request for Letters of Interest, or Request for Applications (RFP/RLI/RFA) submitted by TaskForce upon which County relied and upon which this Agreement is based, and TaskForce acknowledges that such covenants and representations in the RFP/RLI/RFA shall form, become a part of, and be incorporated by reference into this Agreement. If the RFP/RLI/RFA or any portion of such RFP/RLI/RFA conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

15.27 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

15.28 PAYABLE INTEREST.

15.28.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, County shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof TaskForce waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement,

15.28.2. Rate of Interest. In any instance where the prohibition or limitations of Subsection 15.28.1 are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

15.29 HIPAA COMPLIANCE. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162, and 164 and related regulations. In the event TaskForce is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), TaskForce shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, TaskForce shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of TaskForce's and County's uses of Clients' PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. TaskForce shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.30 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of March, 2014, and TaskForce Fore Ending Homelessness, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Susan Seferian
Signature

By [Signature]
County Administrator

SUSAN SEFERIAN

22nd day of April, 2014

Print/Type Name above
Maryanne Darby
Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

MARYANNE DARBY
Print/Type Name above

Insurance requirements
approved by Broward County
Risk Management Division

By Jacqueline A. Binns (dc)
Signature 4/15/14 (Date)

By [Signature] 4/17/14
René D. Harrod (Date)
Assistant County Attorney

Risk Management Division
Jacqueline A. Binns
Print Name and Title above
**Risk Insurance and
Contracts Manager**

RDH
2014-03-27 TaskForce Fore Ending Homelessness Agreement
#13-070
03/27/14



AGREEMENT BETWEEN BROWARD COUNTY AND TASKFORCE FORE ENDING HOMELESSNESS, INC., FOR HOMELESS OUTREACH

TaskForce

TaskForce Fore Ending Homelessness, Inc.

WITNESS #1:

Curtis Walker
Signature

Curtis Walker
Print/Type Name

WITNESS #2:

Richard J. Courtney
Signature

RICHARD J. COURTNEY
Print/Type Name

By: *Lorraine Wilby*
(Authorized Signature)

Lorraine Wilby, CEO
(Print Name and Title of Authorized Signator)

9 day of April, 2014

(seal or notary)

EXHIBIT A -- AGREEMENT SPECIFICATIONS

Agreement #: 14-CP-HIP-8232-03

- I. Administering Division: Community Partnerships
- II. Beginning and Ending Dates:
- A. Initial Term: Commencing on April 1, 2014 and ending on September 30, 2014
- B. Option Period 1: If exercised, commences on October 1, 2014 and ends on September 30, 2015
- C. Option Period 2: If exercised, commences on October 1, 2015 and ends on September 30, 2016
- III. Maximum Funding Amounts:
- A. Initial Term: \$ 80,000
- B. Option Period 1: \$125,000
- C. Option Period 2: \$125,000
- D. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. TaskForce's Representative: Chief Executive Officer
- V. Official Payee: TaskForce Fore Ending Homelessness, Inc.
915 Northeast 3 Avenue, Suite 3
Fort Lauderdale, Florida 33304-1921
(954) 525-3494
- VI. Official Notification Designations:
- A. For County: Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301
- B. For TaskForce: Chief Executive Officer, TaskForce
915 Northeast 3 Avenue, Suite 3
Fort Lauderdale, Florida 33304-1921
(954) 525-3494
- VII. Client Co-pay: Required Not required
- VIII. Match: Required Not required
- IX. Required Insurance Coverage (non-governmental entities only):
- A. Commercial or General Liability: Required Waived
- B. Business Automobile Liability: Required Waived
- C. Professional Liability: Required Waived
- D. Workers' Compensation & Employer's Liability: Required Waived
- E. Other: N/A Required
- X. RFP/RLI/RFA#: N/A Date: October 28, 2014 Title: 2014 HIP General Services RFP

EXHIBIT B-1 - AUTHORIZED INVOICE SIGNATORS

Agreement #: 14-CP-HIP-8232-03

The following individuals are authorized to sign monthly invoices and certification statements on behalf of TaskForce Fore Ending Homelessness, Inc., hereinafter known as "TaskForce," as required by this Agreement between County and TaskForce:

LORRAINE D. WILBY, CEO

(Name and Title Typewritten)

and

RICHARD J. COURTNEY, PRESIDENT

(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to Board of Directors (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

MINUTES 01/05/2009 and 10/18/2003

Appearing below are samples of the authorized signatures.

Authorized Signature: [Handwritten Signature] Date: 04-09-14

Authorized Signature: [Handwritten Signature] Date: 04-09-14

Witness Signature: [Handwritten Signature] Name: CHRIS WALKER Date: 4-9-14

Witness Signature: [Handwritten Signature] Name: Kevin Smith Date: 4-9-14

EXHIBIT B-2 - CERTIFICATION OF EMPOWERMENT

Agreement #: 14-CP-HIP-8232-03

LORRAINE D. WILBY, CEO

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of TaskForce Fore Ending Homelessness, Inc., hereinafter known as "TaskForce," and any amendments hereto between County and TaskForce. The signature of the above-named person in this Agreement on behalf of TaskForce binds TaskForce to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to Board of Directors (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):

Minutes 01/05/2009

Appearing below is a sample of the authorized signature.

Lorraine D. Wilby

(Authorized Signature)

04-09-14

(Date)

Witness Signature:

Signature

C. Walker

Name

Curtis Walker

(Print or Type)

Date

4-9-14

Witness Signature

Signature

Kevin Smith

Name

Kevin Smith

(Print or Type)

Date

4-9-14

EXHIBIT D-1 - SCOPE OF SERVICES

Agreement #: 14-CP-HIP-8232-03

Provider: TaskForce

Program: Homeless Outreach

Program #: 1

I. Scope of Services:

A. Target population: For purposes of this Agreement, Clients are unsheltered homeless individuals and families in Broward County, Florida.

B. A minimum of 3,500 unduplicated Clients shall be provided services under this Agreement annually; and 1,750 for the Initial Term.

C. Program Description: TaskForce's Homeless Outreach program is a mobile "front door" to the Broward County Homeless Continuum of Care (CoC). TaskForce partners with the Broward Sheriff's Office and the Fort Lauderdale Police Department, when available, to engage individuals and families living on the street, assess their needs and vulnerability, and facilitate access to services.

On any given day, TaskForce encounters approximately 60 Clients and has access to 8 to 10 shelter beds. Housing and shelter placements are prioritized based on standardized criteria known collectively as a "Vulnerability Index." When appropriate, Clients are referred directly to permanent housing programs in furtherance of the CoC's goal of "Rapid Rehousing."

D. Standards and Other Requirements: TaskForce shall adhere to the standards and other requirements set forth in the Work Authorization(s) and the Provider Handbook.

E. Services to be Provided: TaskForce shall provide the following services, as further detailed in the "Scope of Services" section of the Work Authorization(s):

1. Homeless Outreach Services (PH-8000)^a

a. Cost per Unit of Service: \$ 40.00

b. Required Staff Credentials/Licensure:

1) Outreach worker: Bachelor's degree from an accredited college or university in a related field and 2 or more years of experience in social services; or high school diploma or equivalent with 5 or more years of experience in social services. Experience in Homeless Outreach Services preferred.

2) Outreach supervisor: Master's degree in business administration, public administration, human resources, or education and 5 or more years of management and supervisory experience in the nonprofit sector.

F. Subcontracting: None allowed.

G. Location(s), days, and hours of service: Although Clients shall be served wherever they are encountered in Broward County, TaskForce's offices and staff shall be located at 915 Northeast 3 Avenue, Suite 3, in Fort Lauderdale, Florida. TaskForce shall provide Outreach services from 10am through 6pm Monday through Saturday including holidays.

^a Originally listed as TJ-6500.6300. Revised to reflect correct taxonomy code.

H. Commission Districts: At the date of execution of this Agreement, the Commission District where services are to be provided is District 7

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement: 2,000

Units for Option Period 1, if exercised: 3,125

Units for Option Period 2, if exercised: 3,125

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement: \$ 80,000

\$ Amount for Option Period 1, if exercised: \$125,000

\$ Amount for Option Period 2, if exercised: \$125,000

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

[Remainder of Page Intentionally Left Blank]

EXHIBIT D-2 - OUTCOMES
 TaskForce • Agreement # 14-CP-HIP-8232-03 • Homeless Outreach

Program Type	Activities	Outcomes	Indicators	Data Source	Data Collection Method
Homeless Coordinated Entry and Assessment	Homeless Outreach Programs PH-8000	Clients access needed services	90% of Clients identified as chronically homeless are screened via the CoC approved Vulnerability Index (VI) Assessment.	HMIS Client records VI Assessments Daily Outreach Log Case Manager notes	VI Assessments completed by TaskForce at time of encounter; Client data entered into HMIS by TaskForce at time of referral and at the time of placement
		Clients obtain shelter or housing	90% of non-chronically homeless Clients screened are placed in CoC interim/emergency/transitional shelter, permanent housing, or rapid rehousing programs within 30 days of referral. 30% of chronically homeless Clients are placed in or referred to CoC Permanent and Permanent Supportive Housing Programs within 90 days of screening.		

EXHIBIT E - REQUIRED REPORTS AND SUBMISSION DATES

Frequency	Report Type & Submission Requirements
1. Prior to Execution: One copy of each (file again if revised during contract year)	Equal Employment Opportunity Policy
	Americans with Disabilities Act Policy
	Non-Discrimination Policy
	Blank Client Satisfaction Survey
	Certificate of Insurance/Certification of Coverage
2. Monthly	Invoice (and supporting documentation; original and one complete copy) Due by the 15 th day of each month following the month of service; paper format only; final billing corrections are due within 45 days of the last day of each term
3. Quarterly	Outcome Report Due by the 15 th day of January, April, July, and October May be submitted in paper or electronic format
	Client Demographic Data Report Due by the 15 th day of January, April, July, and October May be submitted in paper or electronic format
4. Annually	Current Annual Audited Financial Statement Due within 120 days after the close of TaskForce's fiscal year end, or 270 days if TaskForce is a governmental entity Submit to Repository - one copy May be submitted in paper or electronic format
	State Financial Assistance Reporting Package (if applicable) Same as audited financial statements above
	Compiled Client Satisfaction Survey Due July 15 th ; may be submitted in paper or electronic format
5. Other	Monitoring Reports and/or Accreditation Reports from other agencies/funding sources Due within 30 days of receipt May be submitted in paper or electronic format
	Incident Reports Due within 24 hours
	Certificate of Insurance: Due within 10 calendar days prior to the expiration date of the existing Certificate, or Certification of Coverage (Governmental Entities): Due at time of this Agreement's term extension or renewal via Option Period Submit to Repository - one copy May be submitted in paper or electronic format
	Current Organizational Profile Due upon request - Send directly to First Call for Help on behalf of The Coordinating Council of Broward

Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by County to TaskForce.

EXHIBIT F – WORK AUTHORIZATION

Work Authorization No. _____
Under Agreement Number 14-CP-HIP-8232-03
Between Broward County and TaskForce Fore Ending Homelessness, Inc.

Change Type: _____

1. This Work Authorization is issued pursuant to the Agreement dated _____ between Broward County (hereinafter referred to as "County") and Taskforce Fore Ending Homelessness, Inc. (hereinafter referred to as "TaskForce") for Homeless Outreach Services (hereinafter the "Agreement").
2. This Work Authorization authorizes TaskForce to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Work Authorization shall be effective _____ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. ____:
BROWARD COUNTY, by and through its Human Services Director or Deputy Director, as authorized pursuant to
Article 4 of the Agreement, and TaskForce, signing by and through its Chief Executive Officer, duly authorized
to execute same.

COUNTY

WITNESS:

Broward County, by and through its
Human Services Director/Deputy Director

Witness

By _____

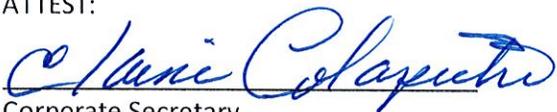
Witness

___ day of _____, 20__.

TaskForce

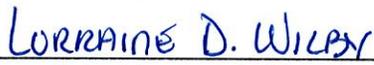
ATTEST:

TaskForce Fore Ending Homelessness, Inc.


Corporate Secretary

By _____
Authorized Signatory

(SEAL)



(Print Name and Title)

___ day of _____, 20__.

Attached hereto:

ATTACHMENT I TO WORK AUTHORIZATION NUMBER _____

BOARD OF DIRECTORS MEETING
TaskForce Fore Ending Homelessness, Inc.
October 18, 2003 - 10:00 am to 11:00 am
TaskForce, 730 N. Andrews Avenue, Fort Lauderdale, Florida

Officers Present:

Courtney, President

Scott A. Russell, Vice-President

Lorraine D. Wilby, Secretary/Treasurer

Courtney called the meeting of the Board of Directors to order at 10:00 a.m.

Agenda Item	Discussion	Motions
Incorporation	Courtney announced that he received notification dated 10/14/03 stating that TFEH was incorporated as a not-for-profit corporation as of 10/01/03. The agency Employer Identification Number is: EIN 41-2110971. The next step is to apply for tax exempt status for the agency (501-C-3)	None
Finances: Bank	Scott Russell lead a discussion regarding establishing a checking account. Banking institutions were discussed and recommended.	Courtney made a motion to use BankAtlantic for our banking needs. Second - Wilby
Finance: Bank	Discussion was held regarding which Officers could conduct banking on behalf of the agency and which Officers could sign checks. It was decided that Courtney and Scott Russell would open an account at the BankAtlantic on Las Olas.	Lorraine Wilby made a motion that Courtney & S. Russell could conduct banking and sign checks. Second - Russell
Finance: Contracts	Discussion was held regarding possible funding sources for TFEH. (Currently Courtney's salary from the Broward Coalition for the Homeless was being used to support the overhead required for the office.)	Scott Russell made a motion authorizing Courtney, President/CEO to enter into and sign binding contracts, statements, agreements, invoices & other pertinent documents related to grants and contracts on behalf of TFEH. Second - Wilby
Adjournment		Scott Russell made a motion to adjourn the meeting at 11:15 a.m. Second- Courtney

BOARD OF DIRECTORS MEETING
TaskForce Fore Ending Homelessness, Inc.
January 5, 2009 - 11:00 am
Conference Call, Fort Lauderdale, Florida

Members Present:

Courtney, President
 Scott A. Russell, Vice-President
 Robert Hilton III, Director

Members Absent:

David Severns Sr., Director
 Ellen Russell, Secretary/Treasurer

The meeting of the Board of Directors was called to order by Courtney at 11:00 a.m.

Agenda Item	Discussion	Motion
Minutes from 04/28/08	The minutes from the 04/28/08 BoD meeting was reviewed, there were no recommendations for change/corrections. The minutes were accepted.	None
United Way Grant	Discussion was held regarding applying for a United Way grant to assist in staffing outreach services. (David Freedman had applied last year while contracted by the TaskForce, but the grant was not awarded. The UW was the third grant he wrote for the TaskForce that was not awarded.)	Motion was made by Russell to move forward with the application Second - Hilton
CEO appointment	Discussion was held regarding the promotion of Lorraine D. Wilby, Operations Manger to CEO.	Motion was made by Courtney to proceed with the promotion. Second – Russell Motion was made by Hilton regarding giving the CEO the ability to sign checks, contracts and other legal documents relating to the business of the TaskForce. Second - Courtney
Adjournment	Meeting adjourned at 11:30 a.m.	Courtney made a motion to end the meeting. Second – Russell

ADDENDUM TO HOMELESS INITIATIVE PARTNERSHIP AGREEMENT

Provider: TaskForce Fore Ending Homelessness, Inc.

Agreement Number: 14-CP-HIP-8232-03

1. Add the following additional definitions to Article 1, "Definitions and Identifications":

...

1.15 **Homeless Helpline** – A centralized call center specializing in information and referral services to homeless Clients in Broward County.

1.16 **Homeless Assistance Center** – A facility that provides short-term shelter and services to Clients.

1.17 **HUD** – The U.S. Department of Housing and Urban Development.

1.18 **Outreach Team** – A team of outreach workers in Broward County who build relationships with people who live on the street to identify and address their immediate needs and provide information about and linkage to longer term support.

1.19 **State Office on Homelessness** – The State of Florida office that coordinates the services of the various state agencies and programs to homeless persons and families.

2. Add the following additional reports, further discussed in the Provider Handbook, to Exhibit E, "Required Reports and Submission Dates," Section 4, "Annually":

A. HMIS Annual Performance Report (APR)

B. Annual Homeless Assistance Report (AHAR)

C. HMIS Data Monthly Report Card

D. Annual Monthly Point in Time Count, with monthly/quarterly interim counts

[Remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum to Homeless Initiative Partnership Agreement Number enter number: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of March 2014, and Taskforce Fore Ending Homelessness, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Susan Seferian
Signature

By [Signature]
for Bertha Henry
County Administrator

SUSAN SEFERIAN
Print/Type Name above

20th day of April, 2014

Maryanne Darby
Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

MARYANNE DARBY
Print/Type Name above

By [Signature] 4/12/14
Rene D. Harrod (Date)
Assistant County Attorney



ADDENDUM TO HOMELESS INITIATIVE PARTNERSHIP AGREEMENT BETWEEN BROWARD COUNTY AND TASKFORCE FORE ENDING HOMELESSNESS, INC. FOR HOMELESS OUTREACH

TaskForce

Taskforce Fore Ending Homelessness, Inc.

WITNESS #1:

Curtis Walker

Signature

CURTIS WALKER

Print/Type Name

WITNESS #2:

Richard J. Courtney

Signature

RICHARD J. COURTNEY

Print/Type Name

By:

Lorraine Wilby

(Authorized Signature)

Lorraine Wilby, CEO

(Print Name and Title of Authorized Signator)

9 day of April, 2014

(seal)

WORK AUTHORIZATION NUMBER 1
Under Agreement Number 14-CP-HIP-8232-03
Between Broward County and TaskForce Fore Ending Homelessness, Inc.

1. This Work Authorization is issued pursuant to an Agreement between Broward County (hereinafter referred to as "County") and TaskForce Fore Ending Homelessness, Inc. (hereinafter referred to as "TaskForce") for Homeless Outreach (hereinafter the "Agreement").
2. This Work Authorization authorizes TaskForce to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of the Agreement.
4. This Work Authorization shall be effective April 1, 2014.
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the parties' Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization Number 1: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and TaskForce Fore Ending Homelessness, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

County

WITNESS:

One Marie Carter

Witness

TUTR

Witness

Broward County, by and through its
Human Services Director/Deputy Director

By *[Signature]*

24 day of *April* 2014

TaskForce

ATTEST:

Marie Colapietro

Corporate Secretary

(SEAL)

TaskForce Fore Ending Homelessness, Inc.

By *[Signature]*
Authorized Signatory

Lorraine Wilby, CEO
(Print Name and Title)

9 day of *April* 2014



ATTACHMENT I TO WORK AUTHORIZATION NUMBER 1

TaskForce is authorized to commence activities outlined in the Agreement and herein.

Scope of Services

I. Standards:

A. TaskForce shall adhere to the standards and other requirements set forth in the Work Authorization, Provider Handbook, and County's Standards of Care.

II. Other Requirements:

A. TaskForce shall provide mobile Coordinated Entry and Assessment (CEA) Homeless Outreach services to Clients, with an emphasis on mobile outreach, utilizing the CEA screening tool provided in HMIS. Screening shall include direct services to Clients at various locations and identifying individual care needs to determine appropriate service referrals and placements.

Screening locations shall include, at a minimum:

1. Hope Central, 1100 N Andrews Avenue in Fort Lauderdale
2. All Saints Mission, 3460 Powerline Road in Oakland Park
3. LifeNet4Families, 1 Northwest 33 Terrace in Lauderhill
4. Our Father's House Soup Kitchen, 2380 Dr. Martin Luther King, Jr. Boulevard in Pompano
5. Poinciana Park, 1301 South 21 Avenue in Hollywood
6. Delevoe Park, 2520 Northwest 6 Street in Fort Lauderdale

B. TaskForce shall partner with the Broward Sheriff's Office and the Fort Lauderdale Police Department, when available, to perform Outreach activities. The TaskForce outreach worker and the Homeless Outreach Law Enforcement Officer (LEO) will work as a team, and TaskForce shall provide the LEO with access to a laptop computer to access the Homeless Management Information System (HMIS).

C. TaskForce shall coordinate with Substance Abuse and Mental Health Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH), Florida Department of Children and Families (DCF), Health Resources and Services Administration (HRSA) Health Care for the Homeless, Veterans Administration Health Care for the Homeless, and Mental Health mobile crisis teams in place in Broward County.

D. TaskForce shall work closely and collaboratively with County's designated Homeless CEASIR Helpline.

E. Housing/Shelter Placement: TaskForce shall make placement referrals to the most appropriate facility or program via HMIS as quickly as possible, based on bed availability and Vulnerability Index priority.

1. TaskForce shall refer Clients to federal, state, and County-funded housing and shelter resources, including Permanent Supportive Housing, Rapid Rehousing, and Housing First Programs, Safe Haven, Medical Respite, Tenant Based Rental Assistance, treatment and transitional programs, Court Project, domestic violence shelters, and medical and mental health

facilities, as appropriate.

2. TaskForce shall maintain written agreements with Broward County homeless shelter operators to access shelter beds, including Miami Rescue Mission, Inc., Broward Partnership for the Homeless, Inc., Women in Distress of Broward County, Inc., The Salvation Army, and Hope South Florida, Inc.

3. TaskForce shall ensure that housing or shelter agencies to which it refers or in which it places Clients meet at least one of the following conditions:

- a. The agency has an audited financial statement including any management letters from its previous fiscal year on file with the Broward County Human Services Department or with First Call for Help; or
- b. The facility is licensed as an Assisted Living Facility (ALF) by the State of Florida; or
- c. The agency is a governmental entity as defined by Florida law.

F. HMIS: TaskForce shall comply with all HMIS data entry, security, and other requirements as indicated in the Provider Handbook.

III. Unit Definition:

A. Homeless Outreach Services (PH-8000): One hour of Client service where health and human services information or linkage to a health or human services agency is provided

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TASKFORCE FORE ENDING HOMELESSNESS, INC., FOR HOMELESS OUTREACH
Agreement Number: 14-CP-HIP-8232-03

This First Amendment ("First Amendment") to the Agreement between Broward County and TaskForce Fore Ending Homelessness, Inc. for Homeless Outreach, dated April 22, 2014 (the "Agreement"), is entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and TaskForce Fore Ending Homelessness, Inc., an active nonprofit Florida corporation ("TaskForce")(collectively the "Parties").

WHEREAS, the Parties entered into an Agreement, on April 22, 2014; and

WHEREAS, the First Option Period was renewed by Letter dated September 3, 2015; and

WHEREAS, the Second Option Period was renewed by Letter dated September 4, 2015; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional Homeless Outreach Services; Now, Therefore,

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree to amend the Agreement to provide for additional Homeless Outreach Services during Option Period 2 and the maximum funding shall increase in the amount of One Hundred Eighty Thousand dollars (\$180,000.00).

2. Exhibit A, Agreement Specifications Section III. of the Agreement is hereby amended to read as follows:

...

C. Option Period 2: \$ 125,000.00 — \$305,000.00

3. Exhibit D-1 – Scope of Services Section I of the Agreement is hereby amended as follows:

...

G. Location(s), days and hours of service: Although Clients shall be served wherever they are encountered in Broward County, TaskForce’s offices and staff shall be located at 915 Northeast 3 Avenue, Suite 3, in Fort Lauderdale, Florida. TaskForce shall provide Targeted Mobile Outreach services throughout the County from ~~10am~~ 8:00AM through ~~6pm~~ 8:00PM Monday through ~~Saturday~~ Sunday ~~including~~ excluding the following holidays— (“Excluded Holidays”): New Year’s Day, July 4th, Labor Day, Thanksgiving Day and December 25th. TaskForce shall provide Targeted Mobile Outreach services from 2:00 PM to 6:00 PM on Excluded Holidays.

4. Exhibit D-1, Scope of Service Section II of the Agreement is hereby amended to read as follows:

...

A. Units for Option Period 2, if exercised: ~~3,125~~ 7,625

...

B. \$ Amount for Option 2, if exercised: ~~\$125,000~~ \$305,000

...

5. Exhibit D-2, Outcomes is replaced in its entirety with a Revised Exhibit D-2 – Outcomes, a copy of which is attached hereto and made part hereof.

6. This First Amendment shall be effective January 1, 2016 except as expressly modified herein, all remaining terms and conditions of the Agreement (including all exhibits) shall remain in full force and effect.

7. Preparation of this First Amendment is a joint effort of the Parties.

8. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same on January 12, 2016, and TaskForce Fore Ending Homelessness, Inc., signing by and through its Executive Director, duly authorized to execute same.

County

WITNESS:

Brandi Bryant
(Signature)

BRANDI BRYANT

(Print Name of Witness)

Broward County, by and through
its County Administrator

By *Bertha*
County Administrator

15th day of March, 2016

Andre Morrell
(Signature)

ANDRÉ MORRELL

(Print Name of Witness)

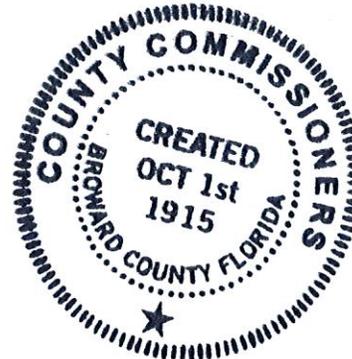
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Approved as to insurance requirements
by Risk Management Division

By *Jacqueline A. Binns* 3/7/16
Authorized Signature (Date)
Risk Management Division

Jacqueline A. Binns
Print/Type Name
Risk Insurance and
Contracts Manager

By *Sharon V. Thorsen* 3/8/16
Sharon V. Thorsen (Date)
Senior Assistant County Attorney



SVT/dmv
#60 Taskforce Fore Ending Homelessness 1st Amend
03/01/16

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TASKFORCE FORE ENDING HOMELESSNESS, INC., FOR HOMELESS OUTREACH

TaskForce

WITNESSES #1:

CW
Signature

CURTIS WALKER
Print Name of Witness above

Signature

Signature

WITNESSES #2:

Richard J. Courtney
Signature

Signature

RICHARD J. COURTNEY
Print Name of Witness above

Signature

Signature

Print Name of Witness above

TaskForce Fore Ending Homelessness, Inc.

By: *Loraine D. Wilby*
Authorized Signor

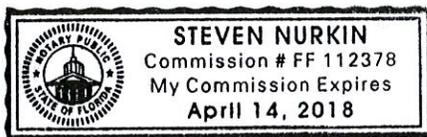
LORAINE D. WILBY
Print Name and Title

4 day of MARCH, 2016

ATTEST:

Cherie Colapinto
Corporate Secretary

(SEAL OR NOTARY)



REVISED EXHIBIT D-2 – OUTCOMES
 TaskForce # 14-CP-HIP-8232-03 Targeted Mobile Outreach Services

Program Type	Activities	Outcomes	Indicators	Data Source	Data Collection Method
Homeless Coordinated Entry and Assessment	Homeless Outreach PH-8000	Clients access needed services will be triaged for intervention prioritization	90% of all homeless persons contacted by Taskforce Outreach Teams will complete an outreach assessment	HMIS Client records VI Assessments Daily Outreach Logs	VI Outreach and VI assessments completed by TaskForce at time of encounter; Client data entered into HMIS by TaskForce at time of referral and at time of placement
			65% of persons identified as chronically homeless are screened via triaged by the Homeless Outreach Teams will complete the CoC approved Vulnerability Index (VI) Assessment – Services Prioritization Tool to prioritize for appropriate intervention to resolve homelessness		
		Clients will obtain shelter or housing	90 60% of non-chronically unduplicated homeless Clients screened- assessed are placed in CoC-interim (hospital) / emergency / transitional shelter, permanent housing, or rapid rehousing programs within 30 days of referral		
			30% of chronically homeless Clients are placed in or referred to CoC Permanent and Permanent Supportive Housing Programs within 90 days of screening		

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
TASKFORCE FORE ENDING HOMELESSNESS, INC. FOR HOMELESS OUTREACH**

Agreement Number: 14-CP-HIP-8232-03

This is a Second Amendment ("Second Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("COUNTY"), and Taskforce Fore Ending Homelessness, Inc. ("Taskforce") (collectively, the "Parties") for Homeless Outreach (the "Agreement").

RECITALS

- A. The Agreement was entered into on April 22, 2014.
- B. The Parties desire to amend the Agreement to add an additional one year period to the term of the Agreement as authorized by Broward County Resolution No. 2016-360 adopted by the Board of County Commissioners of Broward County on August 16, 2016.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement as set forth herein (strikethrough text indicates deletions; bold/underlining indicates additions).

- 2. Section 2.1 "Term" is amended to read as follows:

Term: The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications." At the sole option of the Contract Administrator, this Agreement may be renewed for up to ~~two (2)~~ **three (3)** additional one-year Option Periods, as specified in Exhibit A. The contract Administrator shall notify Taskforce of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.

- 3. Section 15.2.1 is deleted in its entirety (strikethrough omitted) and is replaced with a revised Section 15.2.1 (bold/underlining omitted) which shall read as follows:

To the extent Taskforce is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Taskforce shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the County; and

d. Upon completion of the Agreement, transfer to County, at no cost, all public records in possession of Taskforce upon termination of this Agreement or keep and maintain public records required by County to perform the services. If Taskforce transfers the records to the County, Taskforce shall destroy any duplicate public records that are exempt or confidential and exempt. If the Taskforce keeps and maintains public records upon completion of the Agreement, Taskforce shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Taskforce to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. Taskforce will provide any requested records to County to enable County to respond to the public records request.

IF THE TASKFORCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TASKFORCE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8647, MWELLS@broward.org, 115 S. ANDREWS AVE., SUITE A360, FORT LAUDERDALE, FLORIDA 33301.

4. Exhibit A, “Agreement Specifications”, Section II “Beginning and Ending Dates” is hereby amended to read as follows:

II. Beginning and Ending Dates:

- A. Initial Term: Commencing on April 1, 2014 and ending on September 30, 2014
- B. Option Period 1: If exercised, commences on October 1, 2014 and ends on September 30, 2015
- C. Option Period 2: If exercised, commences on October 1, 2015 and ends on September 30, 2016
- D. Option Period 3: If exercised, commences on October 1, 2016 and ends on September 30, 2017.**

5. Exhibit A, "Agreement Specifications" Section III “Maximum Funding Amounts” is hereby amended to read as follows:

III. Maximum Funding Amounts

- A. Amount per Initial Term of Agreement: \$ 80,000.00.
- B. Amount per Option Period 1: \$ 125,000.00.

- C. Amount per Option Period 2: \$ 305,000.00
- D. **Amount per Option Period 3:** **\$ 305,000.00.**
- E. Equal to pro rata amount of the then existing annual funding amount.

6. Exhibit D-1, "Scope of Services", Section II "Maximum Number of Units to be Purchased/Maximum Dollar Amount" is hereby amended to read as follows:

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

- A. Units for Initial Term of Agreement: 2,000
- Units for Option Period 1, if exercised: 3,125
- Units for Option Period 2, if exercised: 7,625
- Units for Option Period 3, if exercised:** **N/A**
- B. \$ Amount per Initial Term of Agreement: \$ 80,000.00.
- \$ Amount per Option Period 1: \$ 125,000.00.
- \$ Amount per Option Period 2: \$ 305,000.00
- \$ Amount per Option Period 3:** **\$ 305,000.00.**

\$ Amount per Extension, if exercised, shall be equal to a pro rata amount of the then current annual funding amount.

- 7. This Second Amendment shall be effective October 1, 2016. Except as expressly amended herein, all remaining terms and conditions of the Agreement (including exhibits) shall remain in full force and effect.
- 8. Preparation of this Second Amendment is a joint effort of the Parties.
- 9. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment to the Agreement: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same, by Board action on the August 16, 2016, and Taskforce Fore Ending Homelessness, Inc., signing by and through its ~~Executive Officer~~ ^{CEO}, duly authorized to execute same.

COUNTY

WITNESS #1:

Susan Seferian
Signature

SUSAN SEFERIAN
Print Name of Witness

Broward County, by and through
its County Administrator

By *Bertha Henry*
Bertha Henry
County Administrator

22nd day of September, 2016

WITNESS #2:

Jodi Gardner
Signature

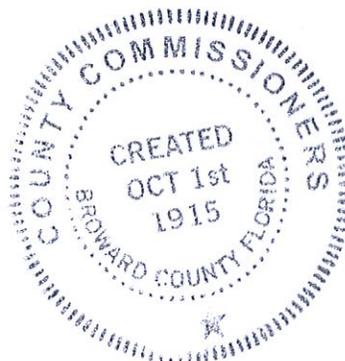
JODI GARDNER
Print Name of Witness

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Approved as to insurance requirements by Risk
Management Division

By *Sharon V. Thorsen* for 9/21/16
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Jacqueline A. Binns 9/19/16
By Jacqueline A. Binns (Date)
Authorized Signature
Print/Type Name and
Contracts Manager



SVT:

09/06/16

#60 Taskforce Fore Ending Homelessness 2nd Amend

16-070.00

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TASKFORCE FORE ENDING HOMELESSNESS, INC. FOR HOMELESS OUTREACH

Taskforce

WITNESS #1:

Richard J. Courtney
Signature

RICHARD J. COURTNEY
Print Name of Witness above

WITNESS #2:

Steven S. Nurkin
Signature

STEVEN S. NURKIN
Print Name of Witness above

Taskforce Fore Ending Homelessness, Inc.

By Lorraine D. Wilby
Authorized Signature

LORRAINE D. WILBY, CEO
Print Name and Title

14 day of September, 2016

ATTEST:

Elaine Colepinto
Corporate Secretary

(SEAL OR NOTARY)

**Work Authorization Number 2
Under Agreement Number 14-CP-HIP-8232-03
Between Broward County and TaskForce Fore Ending Homelessness, Inc.**

Change Type: Change to Scope of Services/Exhibits Pursuant to Section 15.7 of Agreement:

1. This Work Authorization is issued pursuant to the Agreement dated April 22, 2014, between Broward County (hereinafter referred to as "County") and TaskForce Fore Ending Homelessness, Inc. (hereinafter referred to as "TaskForce") for Homeless Outreach (hereinafter the "Agreement").
2. This Work Authorization authorizes TaskForce to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. This Work Authorization shall be effective March 10, 2015.
4. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the parties' Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization Number 2: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and TaskForce Fore Ending Homelessness, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

County

Broward County, by and through
Its Human Services Director/Deputy Director

By [Signature]

3 day of April 2015.

TaskForce

TaskForce Fore Ending Homelessness, Inc.

By [Signature]
Authorized Signatory

LORRAINE D. WICBY, CEO
(Print Name and Title)

1 day of April 2015.



ATTACHMENT I TO WORK AUTHORIZATION NUMBER 2

In order to align performance expectations with baseline data gathered in the first 3 quarters of the Agreement, and in order to clarify Scope of Services requirements, Exhibits D-1 and D-2 of the Agreement and provisions in Work Authorization Number 1 are hereby modified as follows:

(Strike-through indicates deletion; underline indicates addition)

Exhibit D-1 - Scope of Services

Section I, Paragraph B, is hereby modified as follows:

B. ~~A minimum of~~ Up to 3,500 unduplicated Clients shall be provided services under this Agreement annually; and 1,750 for the Initial Term

Exhibit D-2 – Outcomes

The first performance indicator is hereby modified as follows:

~~90%~~ 65% of Clients identified as chronically homeless are screened via the CoC approved Vulnerability Index (VI) Assessment.

Work Authorization, Scope of Services

Section II, Paragraph A is hereby modified as follows:

A. TaskForce shall provide mobile Coordinated Entry and Assessment (CEA) Homeless Outreach services to Clients, with an emphasis on mobile outreach, utilizing the CEA screening tools (i.e. Outreach and Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT), triage) provided in HMIS. Screening shall include direct services to Clients at various locations and identifying individual care needs to determine appropriate service referrals and placements; the majority of services shall be targeted street outreach rather than groups at pick up points.

...

Section II, Paragraph E.1 is hereby modified as follows:

E. Housing/Shelter Placement: TaskForce shall make placement referrals to the most appropriate facility or program via HMIS as quickly as possible, based on bed availability and Vulnerability Index priority.

1. TaskForce shall refer Clients to federal, state, ~~and~~ County, municipal, and/or privately-funded housing and shelter resources operating consistently with the County's Standards of Care, including Emergency Shelter, Low Demand Beds, Permanent Supportive Housing, Rapid Rehousing, and Housing First programs, Safe Haven, Medical Respite, Tenant Based Rental Assistance, treatment and transitional programs, Court Project, domestic violence shelters, and medical and mental health facilities as appropriate.

...

**Work Authorization Number 3
Under Agreement Number 14-CP-HIP-8232-03
Between Broward County and TaskForce Fore Ending Homelessness, Inc.**

Change Type: Funding Increase Pursuant to Article 4 of Agreement

1. This Work Authorization is issued pursuant to the Agreement dated April 22, 2014 between Broward County (hereinafter referred to as "County") and TaskForce Fore Ending Homelessness, Inc. (hereinafter referred to as "TaskForce") for Homeless Outreach (hereinafter the "Agreement").
2. This Work Authorization authorizes TaskForce to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Work Authorization shall be effective October 1, 2016.
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the parties' Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization Number 3: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and TaskForce Fore Ending Homelessness, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

County

Broward County, by and through
its Human Services Director/Deputy Director

By

Kym Campbell
20 day of December 2016

TaskForce

TaskForce Fore Ending Homelessness, Inc.

By

Authorized Signatory

Lorraine D. Wilby CEO
(Print Name and Title)

19 day of December 2016.



ATTACHMENT I TO WORK AUTHORIZATION NUMBER 3

In order to facilitate maximum utilization of County funds, pursuant to Article 4, "Funding and Method of Payment", Exhibit A of Agreement # 14-CP-HIP-8232-03 is hereby amended to reflect the total funding available for Option Period 3 of the Agreement.

Exhibit A, "Agreement Specifications", Section III "Maximum Funding Amounts" is hereby amended to read as follows:

III. Maximum Funding Amounts

- A. Amount per Initial Term of Agreement: \$ 80,000.00
- B. Amount per Option Period 1, if exercised: \$ 125,000.00
- C. Amount per Option Period 2, if exercised: \$ 305,000.00
- D. Amount per Option Period 3, if exercised: ~~\$ 305,000.00~~ \$ 312,625.00
- E. Equal to pro rata amount of the then existing annual funding amount

Exhibit D-1, "Scope of Services" Section, I.E, "Services to be provided" is amended as follows:

I. Scope of Services:

...

E. Services to be Provided: TaskForce shall provide the following services, as further detailed in the "Scope of Services" section of the Work Authorization (s):

- 1. Homeless Outreach Services (PH-8000)
 - a. Cost per Unit of Service: ~~\$40.00~~ \$41.00

...

Exhibit D-1, "Scope of Services", Section II, "Maximum Number of Units to be Purchased/Maximum Dollar Amount" is hereby amended to read as follows:

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

...

- B. \$ Amount for Initial Term of Agreement: \$ 80,000.00
- \$ Amount for Option Period 1, if exercised: \$ 125,000.00
- \$ Amount for Option Period 2, if exercised: \$ 305,000.00
- \$ Amount for Option Period 3, if exercised: ~~\$ 305,000.00~~ \$ 312,625.00
- \$ Amount per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual funding amount