PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: Jar Department	nuary 26, 2016	[X] []	Consent Ordinance] []	Regular Public Hearing
Submitted By:	Community Services					
Submitted For:	Financially Assisted Age	encies	_			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to Contract for Provision of Financial Assistance with Southeast Florida Behavioral Health Network, Inc. (SEFBHN) (R2015-0711), for the period October 1, 2015, through September 30, 2016, increasing funding by \$57,619 for a new total contract amount not to exceed \$129,108.

Summary: On July 21, 2015, the Board of County Commissioners (BCC) approved funding allocations for the Financially Assisted Agencies (FAA) Program. The amendment being recommended in this item is within the dollar amount approved by the board for this agency for FY 2016. This amendment, with a two year renewal option, provides for provision of behavioral health support services to the County by SEFBHN, the State of Florida's designated managing entity for behavioral health services. The support services are designed to create a wraparound model to address the needs of individuals with complex behavioral health issues allowing them to remain at home and function productively within the community. (FAA) <u>Countywide</u> (HH)

Background and Justification: In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The Financially Assisted Agencies program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state and local funding sources that support our County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidenced-based programming and outcome measures that ensure effective changes in people's lives in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Amendment No. 1 with SEFBHN

Jaun Malholie 1/6/16 **Recommended By:** Department Director

Approved By:

Deputy County Administrator

Date

1-8-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$57,619				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$57,619				

No. ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes X No _____ Budget Account No.:

Fund 0001 Dept 740 Unit 2532 Object 8201 Program Code Program Period ____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding Source is Palm Beach County

III. REVIEW COMMENTS

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

Contract Development and Cont Burkeden

B. Legal Sufficiency:

Assistant

C. Other Department Review:

Department Director

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

AMENDMENT TO FINANCIALLY ASSISTED AGENCIES CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT

(R2015-0711) made and entered into in Palm Beach County Florida, on this _____ day of _____2015 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY" and <u>Southeast Florida Behavioral Health Network, Inc.</u> hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose address is <u>140 Intracoastal Point Drive, Ste. 211, Jupiter, Florida 33477.</u>

WITNESETH:

WHEREAS, the parties entered in a contract on **June 2**, **2015** which provided for the agency/program which provides services under the Service Area of <u>Behavioral Health</u>; and

WHEREAS, the contract currently has an expiration date of September 30, 2015 and is funded in the amount of <u>SEVENTY ONE THOUSAND, FOUR HUNDRED AND EIGHTY</u> <u>NINE DOLLARS (\$71,489);</u> and

WHEREAS, the parties desire to extend the contract to September 30, 2016 and in the amount of FIFTY SEVEN THOUSAND SIX HUNDRED AND NINETEEN DOLLARS (\$57,619).

WHEREAS, the parties agree that certain other amendments to the contract are necessary and appropriate.

NOW THEREFORE, the above named parties hereby mutually agree that the contract is hereby amended as follows:

1. So much of ARTICLE 1 – SERVICES shall be amended to read:

The parties may, by mutual agreement, extend this contract for up to 2 additional years. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Service Units" and proposed costs for the next fiscal year (October 1 – September 30) no later than May 31st of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

- So much of Article 2 Schedule that says September 30, 2015 shall be amended to read September 30, 2016.
 So much of Article 3 Payments that <u>FIFTY SEVEN THOUSAND, SIX</u>
- 3. So much of Article 3 Payments that <u>FIFTY SEVEN THOUSAND, SIX</u> <u>HUNDRED AND NINETEEN DOLLARS (\$57,619) shall be amended to read</u> <u>ONE HUNDRED TWENTY NINE THOUSAND, ONE HUNDRED AND EIGHT</u>

DOLLARS (\$129,108).

- 4. Exhibit A-1 for FY 2016 is attached hereto and made a part hereof showing an updated and revised scope of work and such exhibit supersedes and replaces Exhibit A.
- **5.** Exhibit B-1 for FY 2016 is attached hereto and made a part hereof showing new units service rate and definition and such exhibit supersedes and replaces Exhibit B.
- 6. Exhibit C-1 for FY 2016 is attached hereto and made a part hereof showing the Final Reconciliation Statement and such exhibit supersedes and replaces Exhibit C.
- 7. So much of ARTICLE 6, paragraph 7 AMENDMENTS TO FUNDING LEVELS shall be amended to read: Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.
- So much of ARTICLE 13 AGENCY'S PROGRAMMATIC REQUIREMENTS shall be amended to read: The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:
 - A. The AGENCY must maintain separate financial records for Financially Assisted Agencies (FAA) Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. Financially Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the
 - unit rate and number of units billed. B.That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.
 - C. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
 - D. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
 - E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A-1 and Units of Service Rate and Definition, Exhibit B-1 are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant

audits and monitoring reports by other funding entities are required to be provided to the County. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- F. Outcomes are to be entered for each program as clients are served into the designated reporting system. Reports must be entered in the designated reporting system on a quarterly basis so that staff is able to determine performance of services being provided. Ensure data submitted clearly documents all client admissions and discharges which occurred under this Contract and ensure data entered clearly documents all program participants, programs and strategies which occurred under this Contract, if applicable. Ensure all data entered in the designated website reporting system is consistent with the data maintained in the AGENCY'S client files. Data that is entered incorrectly must be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted. For Behavioral Health contracts, the Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements. Final client data entry must be completed by September 30 of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or adverse consideration of future funding.
- G. Agencies receiving County funds to provide homeless and shelter related services agrees to be a partner in the community's Client Management Information System and to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.
- H. Submit a demographic report based on the clients served by the COUNTY funding. This report will be due yearly no later than September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by the County until such information is submitted. All data must be submitted via the Department of Community Services designated reporting system.
- I. All behavioral health Agencies providing care coordination services must provide documentation of executed Memorandum of Understanding (MOU) with behavioral health providers required to meet the needs of families in multiple areas of the county. If new behavioral health service agencies are needed the care coordination shall get approval from the Community Services Department Director. The Concordia Portal and any other data reporting system designated by COUNTY will be used as the source for all data used to determine compliance with programmatic contractual requirements.

- J. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Contract or as required by law.
- K. AGENCY must have clearly written eligibility criteria and process that includes the following:
 - a. Client must be a resident of Palm Beach County.
 - b. Eligibility for Economic Stability and Poverty Program must be income based according to the Federal Poverty Levels.
 - c. Eligibility for Homelessness must be according to the Federal HUD Guidelines.
- L. Disclosure of Incidents:

AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

- M. For FAA Clients who are children or adolescent, the AGENCY must inform Funder by telephone all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the FAA Clients. All of the incidents require that immediate action is taken to protect FAA Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- N. AGENCY must inform Funder of incidents regarding overall negative funding.
- O. AGENCY must inform Funder of incidents of emergency, disaster and recovery situations that can impact the service delivery to the Clients.
- P. AGENCY must have an approved Succession Plan indicating how they plan to communicate to Funders if Key Personnel of Senior Management plans on leaving the Agency. Provide an action plan and timeline for replacement.
- Q. AGENCY must notify Funder of vacant positions of Key Personnel to the contract.
- R. AGENCY must provide Key Personnel appropriate training according to their staff qualifications.
- S. AGENCY must provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- T. AGENCY must provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by Community Services Department Program and Fiscal Staff.

U. To submit at least twice annually to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

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

9. ARTICLE 14 - AGENCY CERTIFICATION/NONPROFITS FIRST shall be

replaced with the following:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by Nonprofits First (CENTER). All new FAA funded agencies will complete certification within eighteen (18) months of their initial County contract and make significant progress towards achievement of certification standards within the first six (6) months. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by April 15, 2016. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. All currently certified agencies will be required to maintain their certification status throughout their contract period.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this FIRST Amendment to the Contract shall be and are hereby changed to conform to this amendment.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY:

Shelley Vara, Wayor Mary Lou Berger, Mayor

AGENCY:

Southeast Florida Behavioral Health Network, Inc. Agency's Name Typed

BY

Signature

Ann Berner Agency's Signatory Name Typed

APPROVED AS TO TERMS AND CONDITIONS Department of Community Services

By:

Channell Wilkins, Director

Page 6

BY:

Deputy Clerk

WITNESS:

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Signature

Karen Castle Name Typed

27-1871869 Agency's Federal ID Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

SCOPE OF WORK

PURPOSE

The purpose of this contract is to obtain a Fidelity Manager to provide Training on the Wraparound Model to all Behavioral Health – Financially Assisted Agencies (FAA) which provides case management services. It is in the facilitation of this Wraparound training that the training is crucial because the Fidelity Manager works together with the FAA Agencies to implement the Wraparound Services to their clients with complex behavioral health challenges, and overcome common barriers to accessing effective services with the youths and adults to identify the strengths, needs, and potentially effective strategies, culminating in a single, coordinated, individualized plan of care. This training should include training facilities and training aid support for the Wraparound Services Training.

DELIVERABLES

- 1. Annual Trainings (2 minimum)
 - a) Provide a minimum of 2 annual trainings and additional as needed to ensure new case manager's or staff not fully competent receive necessary technical assistance and training. These trainings require the meeting rooms designed with training or instruction as the main purpose of design.
 - b) Provide information on dates that trainings were held, agenda and names of participants/agency represented.
- 2. Provide quarterly meetings with providers to ensure the local network of agencies share best practices and get updates on the Wraparound fidelity model.
 - a) Provide information on dates that meetings were held, agenda and number of participants/agency represented.
- 3. Provide monthly QA/QI Coordinator meetings to verify data collection and report on Wraparound standards. (reporting tool may be modified by joint consent of SEFBHN and Community Services to reflect updates in program design)
 - a) Attach a quarterly standard reporting form that including the following fields/areas: family, friends, clergy, neighbors, peers, school, and/or external professionals
- 4. Provide at least one weekly observation of the Wraparound case management process being implemented and provide observation notes from the meetings.
 - a) This needs to include the number of case workers implementing Wraparound model with agency information, clients under Wraparound model, clients contact hours, type of support people associated with each case.

Payment Schedule

The Scope of Work to be completed by AGENCY as defined in Exhibit "A-1" consists of specific completion of the Wraparound Training as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Deliverables		Amount	
First Annual Wraparound Training	\$	18,409.50	
Quarter 1 - Wraparound quarterly meetings / Reports			
Quarter 2 - Wraparound quarterly meetings/ Reports			
Monthly QA/QI Coordinator meetings and reports (Oct – Dec)	^	10, 400, 00	
Monthly QA/QI Coordinator meetings and reports (Jan – Mar)	\$	10,400.00	
Weekly Observation Reports (Oct – Dec)			
Weekly Observation Reports (Jan – Mar)			
Second Annual Wraparound Training	\$	18,409.50	
Quarter 3 - Wraparound quarterly meetings/ Reports		10,400.00	
Quarter 4 - Wraparound quarterly meetings/ Reports			
Monthly QA/QI Coordinator meetings and reports (Apr - Jun)	\$		
Monthly QA/QI Coordinator meetings and reports (Jul - Sep)	Ŷ		
Weekly Observation Reports (Apr - Jun)			
Weekly Observation Reports (Jul - Sep)			
Total Amount for Deliverables*	\$	57,619	

* "Deliverables" shall be defined as progress reports, completed training sessions, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related reports and verifiable deliverables.

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