

5F-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 12, 2016

[ ] Consent [X] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: Community Services

Submitted For: Financially Assisted Agencies (FAA)

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) Termination of the Center for Family Services of Palm Beach County, Inc. (CFS) FY16 Financially Assisted Agencies (FAA) contracts (R2015-1435 and R2015-1439) and Emergency Solution Grant (ESG) contract (R2015-1246) as of June 30, 2016;
- B) Amendment A-1 to Contract for Provision of Financial Assistance with Adopt-A-Family of the Palm Beaches, Inc. (R2015-1436) for the operation of the Pat Reeves Village, increasing the amount by \$112,202 for a new total contract amount of \$350,984, from July 1, 2016 through September 30, 2016;
- C) Budget Transfer of unspent FAA dollars for FY2016 in the amount of \$112,202 to Adopt-A-Family of the Palm Beaches, Inc., for the purpose of funding the continued operation of Pat Reeves Village.

**Summary:**

On June 7, 2016 the Board approved an emergency advance payment in the amount of \$35,531 for one (1) month of operating costs for CFS, for the continued operation of Pat Reeves Village, the only emergency shelter for homeless families with dependent children in Palm Beach County. The request is in response to the notification to staff by the CFS Board President that Pat Reeves Village would close on May 31, 2016 due to impending closure of the Agency. The Board approved the payment to allow adequate time for a transition plan to be developed with AAF to take over the operations of the shelters 19 apartments, which house homeless families with dependent children. The Amendment to the FAA contract includes \$25,000 for mobilization and start up costs to assist AAF with this new program. Approval of this item will allow AAF to provide services to the clients uninterrupted through September 30, 2016. Staff requests the budget transfer of FAA funding in the amounts of \$112,202, the majority of these funds are for cancellation of the CFS contracts. (FAA) Countywide. (HH)

**Background and Justification:**

On May 28, 2016, staff was advised that CFS was slated to close its doors on May 31, 2016 due to cash flow issues. As a result, staff reached out to the CFS Board of Directors, various funders and nonprofits who are operating homeless services to develop a contingency plan that would allow the Pat Reeves Village, the only Palm Beach County Emergency Shelter for families with dependent children, to remain open. Community Services staff, in cooperation with CFS and AAF developed a transition plan for Pat Reeves Village. During the transition period, the Board approved the reallocation of FAA funds for one month of continued operations. AAF has agreed to take over the operations of the shelter for the remainder of the fiscal year ending September 30, 2016.

**Attachments:**

- 1. Amendment 1 to Adopt-A-Family Contract for Provision of Financial Assistance
- 2. Budget Transfer of unspent FAA dollars for FY2016
- 3. Termination Letters to Center for Family Services of Palm Beach County, Inc.

Recommended By:

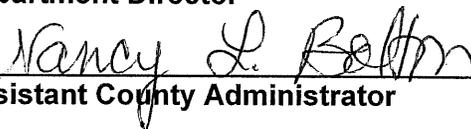


Department Director

Date

7/11/16

Approved By:



Assistant County Administrator

Date

7/11/16

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	0				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	0				

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

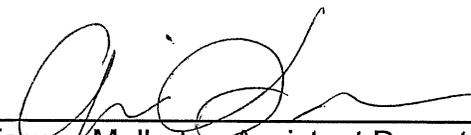
Budget Account No.:

Fund 0001 Dept 740 Unit VAR Object 8201 Program Code    Program Period   

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

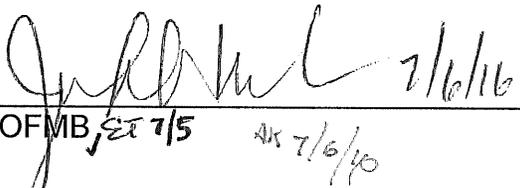
Source of funding is a reallocation of County ad valorem dollars. No new funding is required.

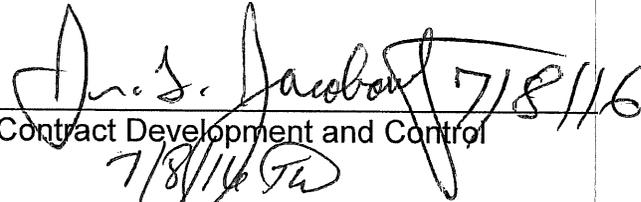
**C. Departmental Fiscal Review:**

  
 Taruna Malhotra, Assistant Department Director

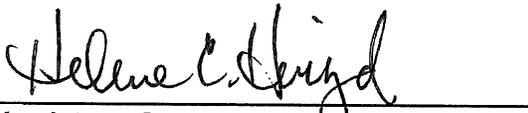
**III. REVIEW COMMENTS**

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

  
 OFMB, ET 7/5 AK 7/6/16

  
 Contract Development and Control  
 7/8/16 GW

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**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 (R2015-1436)** made and entered into in Palm Beach County Florida, on this \_\_\_\_ day of \_\_\_\_\_ 2016 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 the COUNTY, and **Adopt-A-Family of the Palm Beaches, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2471253**.

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **October 20, 2015** which provided for the Agency which provides services under the Service Area of Homelessness, and

**WHEREAS**, the contract currently has an expiration date of September 30, 2016 and in the amount of **TWO HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED AND EIGHTY TWO DOLLARS (\$238,782)**;

**WHEREAS**, the parties desire to increase the contract in the amount of **ONE HUNDRED TWELVE THOUSAND TWO HUNDRED AND TWO DOLLARS (\$112,202)**;

**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 2 - Schedule** that says September 30, 2016 shall remain as is.
2. **So much of Article 3 - Payments** that **TWO HUNDRED THIRTY EIGHT THOUSAND AND SEVEN HUNDRED AND EIGHTY TWO DOLLARS (\$238,782)** shall be amended to read **THREE HUNDRED FIFTY THOUSAND, NINE HUNDRED EIGHTY FOUR DOLLARS (350,984)**
3. **So much of Article 3 - Payments** The program and unit cost definitions for this contract year are set forth in Exhibit B-1. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.
4. **So much of Exhibit A-1** is attached hereto and made a part of hereof showing a revised SCOPE OF WORK & SERVICE UNITS and such exhibit supersedes and replaces Exhibit A.
5. **So much of 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. So much of ARTICLE 7 - INSURANCE Professional Liability**

AGENCY shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, AGENCY shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve AGENCY of the obligation to provide replacement coverage.

**7. So much of ARTICLE 7 - INSURANCE Certificate of Insurance**

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

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Subsequently, the AGENCY shall, during the term of this Contract and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**8. So much of ARTICLE 13 - AGENCY 'S PROGRAMMATIC REQUIREMENTS**

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

- A. AGENCY shall 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. AGENCY must be chartered or registered with the Florida Department of State, have been incorporated for at least one agency fiscal year and have provided services for at least six months. COUNTY assistance shall not exceed 25% of the agency's total operating budget, unless otherwise approved by the Board of County Commissioners. If approved for funding, a formal agreement shall be executed, and payment will be made by reimbursement of documented expenses. The Agency must provide a report at the end of the fiscal year showing that it is within the 25% of the FAA Administrative code.
- C. AGENCY shall promptly reimburse the COUNTY for any funds which are misused, misspent or unspent or are for any reason deemed to have been spent on ineligible expenses.
- D. AGENCY shall Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- E. AGENCY shall ensure that 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.
- F. AGENCY shall 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 and Units of Service Rate and Definition, Exhibit B are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. 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.
- G. AGENCY will be monitored by the information within the contract, Exhibit A, Exhibit B, and current FAA monitoring tool.
- H. AGENCIES with findings during the monitoring phase will need to complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
- I. AGENCY shall provide the DEPARTMENT with client level data as stated in the FAA Program Data Reporting Instructions. Outcomes are to be entered for each program as clients are served into the designated reporting system. Data submitted shall clearly document all client admissions and discharges which

occurred under this Contract and documents all program participants, programs and strategies which occurred under this Contract, if applicable. Data entered in the designated website reporting system shall be 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.

Agencies receiving COUNTY funds to provide homeless and shelter related services agree 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, unless otherwise directed by the DEPARTMENT.

Final client data entry shall be completed by October 15<sup>th</sup> 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.

- J. All Behavioral Health Agencies providing care coordination services shall 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.
- K. AGENCY agrees to submit a demographic report based on the clients served by the COUNTY funding. This report will be due yearly no later than September 15. All data must be submitted via the Department of Community Services designated reporting system.
- L. AGENCY shall 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.
- M. AGENCY shall 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.
  - c. Eligibility for Homelessness must be according to the Federal HUD Guidelines.
- N. Disclosure of Incidents:

AGENCY shall inform Funder by telephone of all unusual incidents that involved any FAA Clients within 4 - 8 hours of the occurrence of the incident, and follow up with the FAA Incident Notification Form within twenty four (24) hours of the occurrence of the incident. This includes incidents occurring in or out of the

facilities or on approved trips away from the facility. 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.

- O. For FAA Clients who are children or adolescent, the AGENCY must inform Funder by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incident and follow up with the FAA Incident Notification Form within twenty four (24) hours of the occurrence of the incident. 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.
- P. AGENCY that provide services or will be around children, the elderly and other vulnerable adult populations, shall comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check every five (5) years for applicants and volunteers being considered or currently in positions.
- Q. 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.
- R. AGENCY must notify Funder through the FAA Incident Notification Process and follow up with the FAA Incident Notification Form within fourteen (14) business days of the following:
  - a. Resignation/Termination of CEO, President and/or CFO.
  - b. Resignation/Termination of Key FAA funded staff.
  - c. FAA Funded Staff vacancy position over 90 days.
  - d. Loss of funding from another Funder that could impact service delivery.
  - e. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
  - f. Other incidents that may occur unexpectedly and is not covered above.
- S. For existing Key Personnel and volunteers that provide services or will be around children, the elderly and other vulnerable adult populations, AGENCY will conduct a Level 1 or Level 2 Criminal Background Check.
- T. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications.
- U. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

- V. AGENCY shall 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.
- W. AGENCY shall submit annually on a periodic basis 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.
- X. AGENCY shall verify that the insurance information is in compliance by contacting Insurance Tracking System (ITS) website at [www.instracksing.com](http://www.instracksing.com) prior to submitting the signed contracts.

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 as attachments to this contract.

**9. So much of ARTICLE 14 – AGENCY CERTIFICATION/NONPROFITS FIRST**

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<sup>th</sup> of each year. 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.

Nonprofits First Certification will be optional for Agencies that request and are approved through the FAA Nonprofits First Exemption Process. This request must be received by the FAA Grant Compliance Specialist by December 31<sup>st</sup> of each year. Agencies not requesting an exemption must go through the Nonprofit First Certification stated above.

The FAA Nonprofits First exemption requires documentation of certification from another funding or oversight body recognized by their industry, or if there Agency has received two (2) consecutive monitoring reports from FAA with no findings. This exemption is valid for one year and must be requested on a yearly basis. If the Agency is funded by another funder, they may require the Nonprofit First Certification. The FAA Nonprofits First exemption only exempts the Agency from FAA program requirements.

**10. So much of ARTICLE 15 – ACCESS AND AUDIT REQUIREMENTS**

Two bound originals (electronic or hard copy) of the audit are due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: FAA Program Monitor  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**

**11. So much of ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

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

**12. So much of ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and

expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**13. So much of 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 Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

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

**BOARD OF COUNTY  
COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Mary Lou Berger, Mayor

**WITNESS:**

**AGENCY:**

BY: Emily Gorman  
Signature

BY: Adopt-A-Family of the Palm  
Beaches, Inc.,

BY: Emily Gorman  
Name Typed

BY: Matthew Constantine  
Signature

59-2471253  
AGENCY's Federal ID Number

Matthew Constantine  
AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

**Department of Community Services**

BY: Helene C. Deitzel  
Assistant County Attorney

BY: Channell Wilkins  
Channell Wilkins, Director

**SCOPE OF WORK & SERVICE UNITS  
2016 FINANCIAL ASSISTANCE CONTRACT**

**Agency Name:** Adopt-A-Family of the Palm Beaches, Inc.  
**Program Name:** Housing Stabilization Program

**Overview:**

The Housing Stabilization Program (HSP) is a homeless prevention program that serves low-income families with minor children in Palm Beach County who are at risk of becoming homeless. The program provides short-term financial assistance in the form of past due rent, mortgage, and utility payments, and provides supportive case management services that focus on financial literacy and stability to help families overcome their immediate housing crises and regain self-sufficiency. The primary goal of the program is to impact the community by preventing at risk families from becoming homeless and centers on the household's ability to maintain housing and avoid entering the homeless shelter system in Palm Beach County

**Services:**

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide three (3) to six (6) months of supportive case management services.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide short-term financial assistance in the form of past due rent, mortgage, security and utility deposits, and utility payments to help families overcome their immediate housing crises and regain self-sufficiency.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide a Client Support Representative to perform initial screenings for families that call for emergency assistance. Potentially eligible families have a Navigation Screen completed via telephone to obtain a brief description of their current circumstances, assess the risk of homeless, and identify sustainably factors.

- Individuals or families with no minor children are referred to other community agencies or 211.
- Families that are literally homeless are referred to the Senator Philip D. Lewis Homeless Resource Center. At the intake appointment, the Family Advocate obtains more detailed information about the family's circumstances and needs.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide a Family Advocate for a more thorough assessment (a full intake). With assistance from the Family Advocate, families complete a thorough budget and a mutually agreed upon Family Action Plan during intake. Within 72 hours of the intake, the case is staffed with the Program Manager to determine the family's eligibility for

HSP and to discuss the financial assistance needed to stabilize the families housing situation.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide Case Management services immediately after the family is approved for services, focusing on supportive counseling and improving financial literacy skills.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide Family Advocates to assist clients by connecting them with agencies in the community that offer educational programming, budgeting assistance, credit repair services, substance abuse counseling, career development training, mental health services, and a host of other resources that are extremely beneficial to the families served.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will provide Family Advocates to assist clients by connecting them with mainstream benefits such as food stamps and healthcare. Family Advocates ensure that families are connected to the necessary ancillary services throughout the course of agency involvement and teach families to access community resources on their own.

Adopt-A-Family of the Palm Beaches, Inc., through the Housing Stabilization Program, will ensure that once each client case is closed, they are not eligible for assistance from HSP for two full years (this has eliminated the annual recidivism rate). Agency staff will conduct follow up phone calls with clients six months after the initial date of financial assistance. If the client in question cannot be reached, a collateral source such as the landlord or an emergency contact will be reached.

**Clients Served through FAA:**

225 Families

**Program Name: Project SAFE II**

**Overview:**

Project SAFE (Stable, Able, Family, Environment) II provides permanent supportive housing in Lake Worth, Florida to homeless families that have a household member with a severe or significant disabling condition. In addition to the provision of affordable housing, supportive services such as case management, advocacy and linkage to mainstream resources, budgeting, mental health and substance abuse services, childcare, and financial literacy are offered to families to increase their ability to live independently. Providing homeless families with these tools assists each family to become stable and self-sufficient and successfully remain permanently housed. SAFE also assists residents obtain permanent housing in the community once they have gained financial and personal stability and are ready to move on.

**Services:**

The Agency, through Project SAFE II, will provide permanent, affordable housing coupled with comprehensive, supportive services.

The Agency, through Project SAFE II, will provide staff members to work directly with the families and assist them in accessing basic needs and the benefit programs they may be eligible for such as Temporary Financial Assistance for Needy Families (TANF), food stamps, Medicaid, Social Security, child support, unemployment, Women, Infants, and Children (WIC), and health care and insurance.

The Agency, through Project SAFE II, will provide case managers to work with individual families and provide supportive, wrap-around services.

The Agency, through Project SAFE II, will enable clients and program staff to identify the areas of strengths needed to create a Family Action Plan (FAP). The FAP identifies goals reflective of the client's needs.

The Agency, through Project SAFE II, will provide case managers to perform weekly home visits and/or office visits that include reviewing the FAP, providing budgeting assistance, and focusing on housing security.

The Agency, through Project SAFE II, will provide access to a wide range of supportive services including individual and group mental health and parenting counseling, career counseling, financial literacy education, first-time home buyer courses, and an afterschool program, Project Grow, for children in kindergarten through fifth grade.

The Agency, through Project SAFE II, will help residents to enroll in educational opportunities, obtain childcare and summer camp scholarships, access health care and substance abuse treatment, receive legal assistance, acquire clothing for work and job interviews, and gain free income-tax preparation. Transportation will be provided to clients as needed.

The Agency, through Project SAFE II, will assist families in applying for mainstream benefits and services, attending educational and job training opportunities, paying an affordable portion of their income for rent, and having access to all supportive services provided by the Agency as well as collaborative partners.

**Clients Served through FAA:**

SAFE consists of 32 apartments containing 128 beds located centrally in Lake Worth.

**Program Name: Program REACH**

**Overview:**

The Program REACH serves homeless families consisting of adults with minor dependent children who are residents of Palm Beach County. The Program will provide interim/emergency shelter and wrap around services for up to 20 families with dependent children to foster family recovery and stable housing solutions. The Program works in coordination with the Senator Philip Lewis Homeless Resource Center to meet the goals of the COUNTY's 10 Year Plan to end homelessness. The primary aim of Program R.E.A.C.H. is to combat homelessness by providing a comprehensive and coordinated system in which homeless families can receive services that will lead to self-sufficiency. This is accomplished by providing a safe, clean and supportive shelter for families, an action plan to meet the individual's immediate needs and intensive case management to empower the clients to take the initiative for their future independence. Length of stay typically spans 90 days and is accessible 24/7.

**Services:**

The Agency, through the Program REACH, will provide interim/emergency shelter and wrap around services for families with dependent children to foster family recovery and stable housing solutions.

The Agency, through the Program REACH, will provide homeless clients immediately with temporary shelter, and assist them to enter stable housing within 90 days from admission, and maintain stable housing for 3 months following of the program.

The Agency, through the Program REACH, will provide:

- Case management resources to families. This includes assisting families in creating individual actions plans and intervention plans designed to help them become self-sufficient and assisting them in reaching their goals.
- Linkages to rehabilitation resources. In addition REACH will provide emergency shelter for families experiencing homelessness, which encompasses utility, shelter, maintenance expenses and operating expenses for the emergency shelter.

- Various life skills workshops and job resources including nutrition, credit counseling, financial literacy, budgeting and employment counseling classes.
- Opportunities for achievement for children, including various after school activities, tutoring, etc.
- Connections to mental health and medical facilities.

The Agency, through the Program REACH, will track and follow-up on clients at 30, 60 and 90 day intervals after receiving services. This allows us to determine if services resulted in the client becoming self-sufficient and remaining in stable housing as well as providing an ongoing opportunity to assist clients with case management services and linkage to other community support.

**Clients Served through FAA:**

Up to 20 homeless families

**UNITS OF SERVICE RATE AND DEFINITION 2016  
FINANCIAL ASSISTANCE CONTRACT**

**Agency:** Adopt-A-Family of the Palm Beaches, Inc.

<b>Service Name and Definition of Unit of Service</b>	<b>Unit Cost</b>	<b>Total Cost Of Service</b>
<p><b>Service: Housing Stabilization Program</b></p> <p>A unit of service is defined as one hour of staff time in direct client services. These case management services can include an initial phone screening, initial assessment, full intake, phone contact, rent/utility payment, referral and linkage, face to face contract, collateral contacts.</p>	<p>\$109.60</p>	<p>\$136,782</p>
<p><b>Service: Project SAFE II</b></p> <p>A unit of service is defined as one week of shelter which includes case management services to clients. Case management can include home visits, office visits, transporting of client to essential appointments, collateral contacts, intake and assessment, job/employment readiness training. Group supervision or any group services will be billed as a single unit per hour, not per employee or client participating</p>	<p>\$78.70</p>	<p>\$102,000</p>
<p><b>Service: Emergency Shelter/Program Reach</b></p> <p>A unit of service is defined as an occupied unit per night.</p>	<p>\$83.29</p>	<p>\$87,202</p>
<p><u>Mobilization/Start Up Costs:</u> Costs associated with the initial expenses necessary to get the Emergency Shelter / Program REACH implemented.</p>		<p>\$25,000</p>
<b><u>TOTAL CONTRACT</u></b>		<b><u>\$350,984</u></b>

The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee out of this FY 2016 contract. This option exercised by the agency will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in Article 14 of the original contract.

16 0925

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET TRANSFER

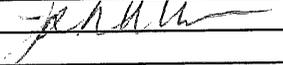
BGEX - 740 - 063016\*1581

FUND (0001) - General Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET AS OF 02/25/2015	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>EXPENDITURE</b>								
740 2020	8201 Contributions-Non-Govts Agnces	294,937	295,027	0	91,999	203,028	203,028	0
740 2000	8201 Contributions-Non-Govts Agnces	76,454	24,381	0	20,203	4,178	0	4,178
740 2013	8201 Contributions-Non-Govts Agnces	299,982	299,982	112,202	0	412,184	299,982	112,202
<b>Total Expenditures</b>		<b>1,175,064,887</b>	<b>1,200,170,758</b>	<b>112,202</b>	<b>112,202</b>	<b>1,200,170,758</b>		

COMMUNITY SERVICES  
 INITIATING DEPARTMENT/DIVISION Channell Wilkins  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures	Date
	7/1/2016
	7/6/16

By Board of County Commissioners  
 At Meeting on July 12, 2016

Deputy Clerk to the  
 Board of County Commissioners



July 1, 2016

Department of  
Community Services

810 Datura Street

West Palm Beach, FL 33401

(561) 355-4700

Fax: (561) 355-3863

www.pbcgov.com



Palm Beach County  
Board of County  
Commissioners

Mary Lou Berger, Mayor

Hal R. Valeche, Vice-Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

Dear Ms. Hilo:

**Subject: Termination of Contract Agreement and Submission  
of Final Invoice (Emergency Shelter Program)**

This letter serves as Notice of termination of your contract agreement  
R2015-1246 with Palm Beach County as of July 1, 2016.

ARTICLE 25 – TERMINATION of your contracts says that this contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.

**Page 2 of 2**  
**Termination Letter to CFS**  
**July 1, 2016**

Please submit your agency's final invoice (with documentation accounting for all funds expended including a Financial Reconciliation Statement, Exhibit "H" of the original agreements) for expenditures incurred under the agreement to Palm Beach County — Community Services Department – FAA Program no later than July 15, 2016.

If you have questions, please contact me at (561) 355-4702 or email me at [CWilkins@pbcgov.org](mailto:CWilkins@pbcgov.org).

Sincerely,



Channell Wilkins, Director  
Palm Beach County  
Community Services Department

CW/ach

C: Taruna Malhotra, Assistant Department Director, CSD  
Amalia Hernandez, Contracts Manager, CSD  
Wendy Tippett, Director, Human Services Division, CSD  
Julie Dowe, Director, Finance and Support Services, CSD  
Thomas Eaton, Fiscal Manager, CSD

Delivered via Certified Mail to  
Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

**EXHIBIT H**

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Contract between Palm Beach County ("the County") and Agency Name ("Agency") [Contract Number] effective \_\_\_\_\_, 201\_\_, for \_\_\_ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

All funds provided by Palm Beach County were spent in accordance with the provisions of the Contract;

OR

There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by \_\_\_\_\_ [date]; all other funds were spent in accordance with the provisions of the Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



July 1, 2016

Department of  
Community Services

810 Datura Street

West Palm Beach, FL 33401

(561) 355-4700

Fax: (561) 355-3863

www.pbcgov.com



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County Administrator

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

Dear Ms. Hilo:

**Subject: Termination of Contract Agreement and Submission  
of Final Invoice (Homelessness Service Category)**

This letter serves as Notice of termination of your contract agreement  
R2015-1435 with Palm Beach County as of July 1, 2016.

ARTICLE 26 – TERMINATION of your contracts says that this contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

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Page 2 of 2

Termination Letter to CFS

July 1, 2016

Please submit your agency's final invoice (with documentation accounting for all funds expended including a Financial Reconciliation Statement, Exhibit "C" of the original agreements) for expenditures incurred under the agreement to Palm Beach County — Community Services Department – FAA Program no later than July 15, 2016.

If you have questions, please contact me at (561) 355-4702 or email me at [CWilkins@pbcgov.org](mailto:CWilkins@pbcgov.org).

Sincerely,



Channell Wilkins, Director  
Palm Beach County  
Community Services Department

CW/ach

C: Taruna Malhotra, Assistant Department Director, CSD  
Amalia Hernandez, Contracts Manager, CSD  
Wendy Tippett, Director, Human Services Division, CSD  
Julie Dowe, Director, Finance and Support Services, CSD  
Thomas Eaton, Fiscal Manager, CSD  
Roger Nielsen, FAA Program Monitor

Delivered via Certified Mail to  
Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective \_\_\_\_\_, 201\_, for \_\_\_[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by \_\_\_\_\_ **[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



July 1, 2016

Department of  
Community Services

810 Datura Street

West Palm Beach, FL 33401

(561) 355-4700

Fax: (561) 355-3863

www.pbcgov.com



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Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

Dear Ms. Hilo:

**Subject: Termination of Contract Agreement and Submission  
of Final Invoice (Behavioral Health Service Category)**

This letter serves as Notice of termination of your contract agreement R2015-1439 with Palm Beach County as of July 1, 2016.

ARTICLE 26 – TERMINATION of your contracts says that this contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

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Page 2 of 2

Termination Letter to CFS

July 1, 2016

Please submit your agency's final invoice (with documentation accounting for all funds expended including a Financial Reconciliation Statement, Exhibit "C" of the original agreements) for expenditures incurred under the agreement to Palm Beach County — Community Services Department – FAA Program no later than July 15, 2016.

If you have questions, please contact me at (561) 355-4702 or email me at [CWilkins@pbcgov.org](mailto:CWilkins@pbcgov.org).

Sincerely,



Channell Wilkins, Director  
Palm Beach County  
Community Services Department

CW/ach

C: Taruna Malhotra, Assistant Department Director, CSD  
Amalia Hernandez, Contracts Manager, CSD  
Wendy Tippett, Director, Human Services Division, CSD  
Julie Dowe, Director, Finance and Support Services, CSD  
Thomas Eaton, Fiscal Manager, CSD  
Roger Nielsen, FAA Program Monitor

Delivered via Certified Mail to  
Ms. Karen Hilo, Interim CEO  
Center for Family Services of Palm Beach County, Inc.  
4101 Parker Avenue  
West Palm Beach, FL 33405

**FINANCIAL RECONCILIATION STATEMENT**

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OR

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The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name