

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 7, 2017 Consent Regular
 Ordinance Public Hearing

Department
Submitted By: Community Services
Submitted For: Financially Assisted Agencies

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to Contracts for Provision of Financial Assistance with the below listed agencies, for the two (2) year period October 1, 2017, through September 30, 2019, in an amount totaling \$260,068, of which \$130,034 is budgeted in FY 2018 with an anticipated annual allocation of \$130,034 in each subsequent fiscal year, contingent upon a budgetary appropriation by the Board of County Commissioners, for the term of these amendments/contracts:

A) Amendment No. 1 with Ruth & Norman Rales Jewish Family Services, Inc. (R2016-1748), for the provision of training services to seniors promoting active participation in social, health and wellness opportunities, increasing funding by \$150,000, of which \$75,000 is budgeted in FY 2018 with an anticipated annual allocation of \$75,000 in each subsequent fiscal year for the term of this contract for a new total contract amount not to exceed \$225,000; and

B) Amendment No. 1 with El Sol, Jupiter's Neighborhood Resource Center, Inc. (R2016-1750), for the provision of employment services to day laborers to increase the frequency and level of job offers available, increasing funding by \$110,068, of which \$55,034 is budgeted in FY 2018 with an anticipated annual allocation of \$55,034 in each subsequent fiscal year for the term of this contract for a new total contract amount not to exceed \$165,102.

Summary: On July 11, 2017, the Board of County Commissioners (BCC) approved funding allocations for the Financially Assisted Agencies (FAA) Program. The amendments being recommended in this item reflect dollar amounts included in the FY 2018 budget. These amendments represent \$130,034 of the total FAA funding allocation of \$12,496,186. (Financially Assisted Agencies) Countywide (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 FAA 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 the County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidence-based programming and outcome measures that ensure effective changes in the lives of those 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: Amendments to Contracts for Provision of Financial Assistance (2)

Recommended By: James E. [Signature] 10-18-17
Department Director Date

Approved By: Nancy L. Belmont 10/25/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

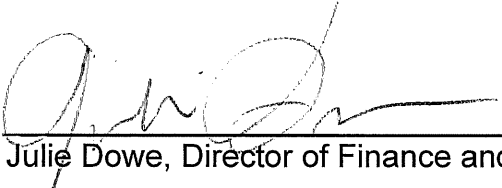
Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	130,034	130,034			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	130,034	130,034			

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

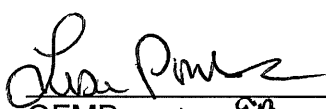
Budget Account No.:
Fund 0001 Dept 740 Unit Var. Object Var. Program Code _____ Program Period _____

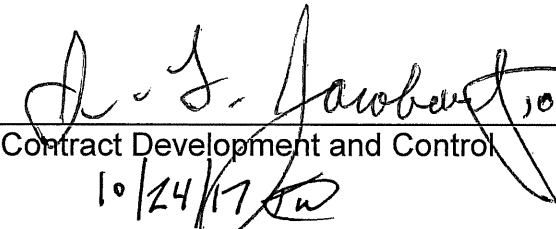
**B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding Source is Palm Beach County**

C. Departmental Fiscal Review: 
Julie Dowe, Director of Finance and Support Services

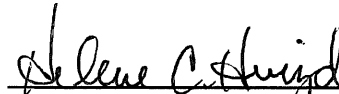
III. REVIEW COMMENTS

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

 10/24/17
OFMB # 1019 EB 1419

 10/24/17
Contract Development and Control

B. Legal Sufficiency:

 10-25-17
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 (R2016-1748) made and entered into in Palm Beach County Florida, on this ____ day of _____ 2017 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 **Ruth & Norman Rales Jewish Family Services, 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 **65-1115689**

WITNESSETH:

WHEREAS, the parties entered in a contract on **December 6, 2016**;

WHEREAS the AGENCY has proposed providing certain services under the Service Area of Seniors;

WHEREAS, the contract currently has an expiration date of September 30, 2017 and the parties desire to extend the contract to September 30, 2019, in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) over a TWO year period of which SEVENTY FIVE THOUSAND DOLLARS (\$75,000) is budgeted in FY2018 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SEVENTY FIVE THOUSAND DOLLARS (\$75,000) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

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 reads September 30, 2017 shall be amended to read September 30, 2019.
2. **So much of Article 3 - Payments that reads SEVENTY FIVE THOUSAND DOLLARS (\$75,000) shall be amended to TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000).**
3. **So much of Article 3 – Payments** that reads, The program and unit cost definitions for this contract year are set forth in Exhibit B shall be amended to read, The program and unit costs definitions for this contract year are set for in Exhibit B-1.
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 2018-2019** 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 Exhibit C-1 for FY 2018-2019** is attached hereto and made a part hereof showing new units' service rate and definition and such exhibit supersedes and replaces Exhibit C.
7. **So much of ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS** is hereby amended to read, 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 Community Services Department 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 shall 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 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-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. 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 shall be monitored by the information within the contract, Exhibit A-1, Exhibit B-1, and current FAA monitoring tool.
- H. AGENCIES with findings during the monitoring phase shall 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.
- J. 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, unless otherwise directed by the DEPARTMENT.

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 October 15th 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-1.

- K. 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 Assistant Director Community Services Department.
- L. 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.

- 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.
 - d. Eligibility for Seniors must be age of sixty (60) and above.
- 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 incidents, and follow up with the FAA Incident Notification Form within twenty-four (24) hours. 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 shall inform Funder by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the FAA Incident Notification Form within twenty-four (24) hours. 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, will have and 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 shall 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 shall 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. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications.
- a. Behavioral Health and Special Needs Agencies - AGENCY shall ensure that staff receive racial equity training, ACEs (Adverse Childhood Experiences) training, trauma informed care training, and cultural competency training.
 - b. Behavioral Health Agencies Only - AGENCY shall ensure that staff receive wraparound training.
- T. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
- U. 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.
- V. 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.
- W. AGENCY shall verify that the insurance information is in compliance by contacting Insurance Tracking System (ITS) website at www.instracksing.com prior to submitting the signed contracts.
- X. Agency Engagement
 Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about CSD: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the Agency or program funded under this Agreement and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency's website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display CSD and County logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using CSD and County funds

including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the CSD and County.

Specific Activities – Recommended:

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a funder.
- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

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.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this 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: _____
Paulette Burdick, Mayor

WITNESS:

AGENCY:

BY: 

**Ruth & Norman Rales Jewish Family
Services, Inc.**

BY: Victoria A. Petruzzo
Name Typed


BY: 
Signature

Danielle N. Hartman, President & CEO
AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS
Department of Community Services**

BY: _____
Assistant County Attorney

BY: 
Department Director

**SCOPE OF WORK
2018-2019 FINANCIAL ASSISTANCE PROPOSAL**

Agency Name: Ruth & Norman Rales Jewish Family Services, Inc.

Program Name: The Weisman Center Aging in Place Program

Overview:

Through programs and services offered by Ruth & Norman Rales Jewish Family Services (JFS) at the Shirley & Barton Weisman Delray Community Center, we serve older adults, age 60+, residing in the JFS south Palm Beach County service area, who might otherwise be homebound, isolated, and lack social, familial or community support. Programs promote active participation in social, health and wellness, cultural and engaging intellectual and educational opportunities, as well as providing linkages to all JFS services including case management, counseling and mental health programs, food, and financial assistance. The overriding goal of the programs and services of the Weisman Center is to enable seniors in south Palm Beach County to remain in their own homes with a high quality of life for as long as possible by creating opportunities and empowering older people to stay active and healthy. Programs offered are designed to enhance social, emotional, and physical health and well-being of seniors with the goal of enabling them to age in place. The design is based on four primary objectives through Social Networks, Reduction of Isolation, Physical, Mental and Emotional Improvement, and Resource Center for the Aging.

Services:

The Agency shall offer the following services:

- Activities that encourage socialization in multiple areas of interest
- Welcoming atmosphere for seniors to gather, relax, and converse
- Senior Singles events
- Café for light food and coffee with friends
- Transportation to center (Rales Rides)
- Travel and day trips with others in the same peer group (Diamond Adventure Club)
- Social events (dances, parties, holiday events)
- Exercise classes/Meditation/Yoga
- Art classes, performance groups, cultural arts lectures
- Nutrition, Brain Health, Sexuality in Later Life
- On-site LPN for Wellness Checks and Healthy Conversations
- Individual Counseling/Support Groups

- Caregiver Resources & Respite Program

The Agency shall track and follow up with a phone call to members who have not participated in activities at the Center for at least sixty (60) days. The Agency shall provide satisfaction surveys to each member.

The Agency shall provide specific linkages and referrals to other JFS services and community resources including food, financial assistance, counseling, companionship, transportation and other as needed.

The Agency will provide volunteers to assist making phone calls to members who have not participated in activities at the Center for at least sixty (60) days.

Number of Clients Served Through FAA:

1,500 seniors

**UNITS OF SERVICE RATE AND DEFINITION
2018 – 2019 FINANCIAL ASSISTANCE CONTRACT**

Agency: Ruth & Norman Rales Jewish Family Services, Inc.
Service: The Weisman Center Aging in Place Program

Description	Unit Cost	Total FY18	Total FY19	Total 2 Year Contract Amount
A unit of service is defined as one complete interaction with a member who has been absent for at least sixty (60) days. Agency can bill each client only once per month.	\$42.52	\$75,000	\$75,000	\$150,000
Total Contract over a two (2) year period				\$150,000

The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee every year of the 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 this contract.

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

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, August 29, 2017

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Ruth & Norman Rales Jewish Family Service, Inc. Insured ID: 060FAA01FY16

Status: **Compliant**

ITS Account Number: **PLC2230**

Project(s): **Palm Beach County - Community Services**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 10/15/2017			
General Aggregate:	\$500,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$3,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 10/15/2017			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 1/12/2018			
<u>Professional Liability</u>			
Expiration: 10/15/2017			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$3,000,000	

Notifications ([Show All](#))

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

**AMENDMENT TO FINANCIALLY ASSISTED AGENCIES
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT (R2016-1750) made and entered into in Palm Beach County Florida, on this _____ day of _____ 2017 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 **El Sol, Jupiter's Neighborhood Resource Center, 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 **01-0870672**.

WITNESSETH:

WHEREAS, the parties entered in a contract on **December 6, 2016**;

WHEREAS the AGENCY has proposed providing certain services under the Service Area of Economic Stability / Poverty;

WHEREAS, the contract currently has an expiration date of September 30, 2017 and the parties desire to extend the contract to September 30, 2019, in the amount of ONE HUNDRED TEN THOUSAND AND SIXTY EIGHT DOLLARS (\$110,068) over a TWO year period of which FIFTY FIVE THOUSAND AND THIRTY FOUR DOLLARS (\$55,034) is budgeted in FY2018 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTY FIVE THOUSAND AND THIRTY FOUR DOLLARS (\$55,034) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

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 reads September 30, 2017 shall be amended to read September 30, 2019.
2. **So much of Article 3 - Payments that reads FIFTY FIVE THOUSAND AND THIRTY FOUR DOLLARS (\$55,034) shall be amended to ONE HUNDRED SIXTY FIVE THOUSAND, ONE HUNDRED AND TWO DOLLARS (\$165,102).**
3. **So much of Article 3 - Payments** that reads, The program and unit cost definitions for this contract year are set forth in Exhibit B shall be amended to read, The program and unit cost definitions for this contract year set forth in Exhibit B-1.
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.

replaces Exhibit A.

5. **So much of Exhibit B-1 for FY 2018-2019** 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 Exhibit C-1 for FY 2018-2019** is attached hereto and made a part hereof showing new units' service rate and definition and such exhibit supersedes and replaces Exhibit C.
7. **So much of ARTICLE 13 - AGENCY 'S PROGRAMMATIC REQUIREMENTS** is hereby amended in its entirety to read, The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:
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 - 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-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. 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 shall be monitored by the information within the contract, Exhibit A-1, Exhibit B-1, and current FAA monitoring tool.
- H. AGENCIES with findings during the monitoring phase shall 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.
- J. 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, unless otherwise directed by the DEPARTMENT.

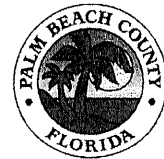
Final client data entry must be completed by October 15th of each year in order to be in contract compliance and also to be able to determine AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A-1.

- K. 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.
- L. 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.
- 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.
 - d. Eligibility for Seniors must be age of sixty (60) and above.
- 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 incidents, and follow up with the FAA Incident Notification Form within twenty-four (24) hours. 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 shall inform Funder by telephone of all unusual incidents that involved any FAA Clients within 2-4 hours of the occurrence of the incidents and follow up with the FAA Incident Notification Form within twenty-four (24) hours. 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, will have and 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 shall 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 shall 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. AGENCY shall provide Key Personnel appropriate training according to their staff qualifications.

- a. Behavioral Health and Special Needs Agencies - AGENCY shall ensure that staff receive racial equity training, ACEs (Adverse Childhood Experiences) training, trauma informed care training, and cultural competency training.
 - b. Behavioral Health Agencies Only - AGENCY shall ensure that staff receive wraparound training.
- T. AGENCY shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.
 - U. 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.
 - V. 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.
 - W. AGENCY shall verify that the insurance information is in compliance by contacting Insurance Tracking System (ITS) website at www.instracksing.com prior to submitting the signed contracts.
 - X. Agency Engagement
Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about CSD: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the Agency or program funded under this Agreement and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency's website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display CSD and County logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using CSD and County funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the CSD and County.

Specific Activities – Recommended:

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a funder.
- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

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.

8. So much of ARTICLE 33 OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this 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: _____
Paulette Burdick, Mayor

WITNESS:

AGENCY:

BY: Jocelyn Skolnik

BY: El Sol, Jupiter's Neighborhood
Resource Center, Inc.

BY: JOCELYN SKOLNIK
Name Typed

BY: WM Ricci
Signature
President

Ed Ricci
AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS
Department of Community Services**

BY: _____
Assistant County Attorney

BY: James E. Shea
Department Director

**SCOPE OF WORK
2018-2019 FINANCIAL ASSISTANCE PROPOSAL**

**Agency Name: El Sol, Jupiter's Neighborhood Resource Center
Program Name: Worker Development Project**

Overview:

El Sol's Worker Development Project (WDP) seeks to bridge the gaps in employment that undermine the financial stability of day laborers in Jupiter, Florida. The WDP has a three-pronged approach to increase the frequency and level of job offers available to workers, thus improving their financial stability: (1) increase the skill set of the workforce, (2) market the availability of workers for hire, and (3) provide the safe and organized job matching service. During the 12 month project, we plan to serve at least 400 individuals and help them attain financial stability. On any given week, the case manager will be opening 10 new cases until achieving the goal of 400 clients.

Services:

The Agency will (each week on average) register 10 new workers to access our programs and services.

Through the program, the Agency will:

- increase the skill set of the workforce,
- market the availability of workers for hire, and
- provide the safe and organized job matching service.

We will welcome each of those workers with an initial point of contact that will include: registration, orientation, and action plan agreement.

The Agency will provide case management that will provide an initial assessment as part of the action plan to determine the type of services needed by the client (this can include English as a second language, basic literacy, vocational training and computer training).

The Agency will provide case management to at least 400 unique individuals and prepare their action plans during this project period. The action plan will refer individuals to the programs and services that will help them attain financial stability.

The Agency will provide a case manager that will monitor the progress towards those goals quarterly based on client's enrollment date.

Case Manager will monitor positive and negative progress towards graduation of the program.

Number of Clients Served Through FAA:

400 Clients

UNITS OF SERVICE RATE AND DEFINITION
2018 – 2019 FINANCIAL ASSISTANCE CONTRACT

Agency Name: El Sol, Jupiter’s Neighborhood Resource Center, Inc
Program Name: Worker Development Project

Description	Unit Cost	Total FY18	Total FY19	Total 2 Year Contract Amount
A unit of service is a new client registered in the program.	\$150.00	\$55,034	\$55,034	\$110,068
Total Contract over a two (2) year period				\$110,068

The AGENCY is allowed to expend up to \$4,000 for initial certification or \$1,500 for the annual renewal fee every year of the 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 this contract.

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

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, October 18, 2017

- Simple View
- Certificate Images
- Documents
- Call Log
- Exception History

Insured: El Sol, Jupiter's Neighborhood Resource Center, Inc. **Insured ID:** 061FAA01FY16

Status: Compliant

ITS Account Number: PLC2229

Project(s): Palm Beach County - Community Services

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 8/21/2018			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$2,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>	All Owned Autos	not provided	X
Expiration: 6/17/2018	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 10/31/2017			
<u>Professional Liability</u>			
Expiration: 9/29/2018			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$1,000,000	

Notifications ([Show All](#))

The following letters were issued:

Oct 02 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal