

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: November 20, 2018      [ X ] Consent           [ ] Regular
                                       [ ] Ordinance          [ ] Public Hearing
Department
Submitted By:      Community Services
Submitted For:     Financially Assisted Agencies
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to Contract for Provision of Financial Assistance with Children’s Case Management Organization, Inc. d/b/a Families First of Palm Beach County (R2016-1468), for the period October 1, 2018, through September 30, 2019, to revise the unit cost rate, from \$78.00 per cost unit to \$88.00 per cost unit, for the Kin Support Project.

Summary: Amendment No. 2 is necessary to revise the unit cost rate for the Kin Support Project. The unit cost is being revised in order to align monthly program billings with actual expenditures. The Kin Support Project provides comprehensive home and community based social work case management services to assist relative caregiver families. The overall purpose of the program is to help kinship families sustain healthy family functioning. Keisha Jackson, an employee of Children’s Case Management Organization, Inc. is a member of the Palm Beach County HIV CARE Council (HIV CARE Council). The HIV CARE Council provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. **No new County funding required.** (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 Financially Assisted Agencies Program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state, and local funding sources that support 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: Amendment No. 2 to Contract for Provision of Financial Assistance

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Recommended By: James E. Guen                        10/26/18
                  Department Director                       Date

Approved By: Nancy L. Bolin                        11/6/18
               Assistant County Administrator              Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	0				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

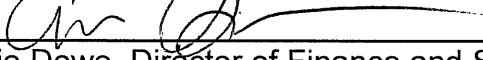
No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

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

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

No fiscal impact. Contract is being changed to edit the unit cost rate.

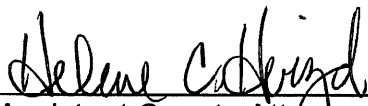
C. Departmental Fiscal Review: 
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

 10/31/18
 OFMB 10/20
 11/2/18
 Contract Development and Control

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 2

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

THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT (R2016-1468) made and entered into in Palm Beach County Florida, on this ____ day of _____ 2018 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 **Children’s Case Management Organization, Inc., d/b/a Families First of Palm Beach County**, 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 **65-0166352**.

WITNESSETH:

WHEREAS, the parties entered in a contract on **October 18, 2016**;

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

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 Exhibit B-2 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-1.
2. **New Article 11 - Nondiscrimination** to read as follow:
The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
3. **New Article 26 – Termination** to read as follows:
This Contract may be terminated by the AGENCY upon sixty (60) days’ prior written notice to the COUNTY 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 in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days 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, except as otherwise directed by the COUNTY, in writing, 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 the terminated work.

Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

Continue and complete all parts of the work that have not been terminated.

4. New ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million) shall read:

A. 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **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 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

5. New ARTICLE 33 - CRIMINAL HISTORY RECORDS CHECK shall be added to read:

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY (IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6. New ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT shall read:

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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: _____
_____, Mayor

AGENCY:

**BY: Children's Case Management
Organization, Inc., d/b/a Families First of
Palm Beach County**

DocuSigned by:
Julie Swindler
BY: _____
AACFEA52335742A...
Signature

Julie Swindler

AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

BY: *Deane C. Huzid*

Assistant County Attorney

BY: *James E. Green*

Department Director

EXHIBIT B-2

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

Agency: Children’s Case Management Organization, Inc.
d/b/a Families First of Palm Beach County

Service: Kin Support Project

Description	Unit Cost	Total FY18	Total FY19	Total 2 Year Contract Amount
A unit of service is defined as one hour of staff time in direct client services.	\$88.00	\$90,106	\$90,106	\$180,212
Total Contract over a two (2) year period				\$180,212

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.

Summary of Certificates

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

Tuesday, September 11, 2018

- Simple View
- Certificate Images
- Documents

Insured: Children's Case Management Organization, Inc. Insured ID: 020FAA02FY15

Status: **Compliant**

ITS Account Number: PLC1282

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

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 5/1/2019			
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>	All Owned Autos	not provided	X
Expiration: 5/1/2019	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 3/11/2019			
<u>Professional Liability</u>			
Expiration: 5/1/2019			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$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.

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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: _____
_____, Mayor

AGENCY:

**BY: Children's Case Management
Organization, Inc., d/b/a Families First of
Palm Beach County**

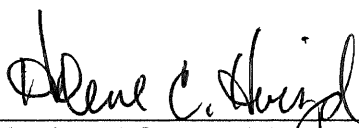
BY: DocuSigned by:
Julie Swindler
AACFEA52335742A... _____
Signature

Julie Swindler

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

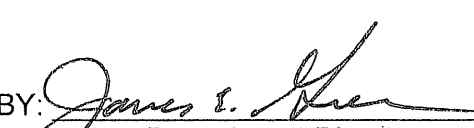
BY:  _____
Department Director

EXHIBIT B-2

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

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d/b/a Families First of Palm Beach County
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Status: **Compliant**

ITS Account Number: PLC1282

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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: 5/1/2019	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 3/11/2019			
<u>Professional Liability</u>			
Expiration: 5/1/2019			
Each Occurrence:	\$500,000	\$1,000,000	
Aggregate Limit:	\$500,000	\$3,000,000	

Notifications ([Show All](#))

There were no deficiency letters issued.

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