Agenda Item #: 3E-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

		February 5, 2019	[X] []	Consent Ordinance]]]]	Regular Public Hearing
	d By:	Community Services Community Action Pr	ogram	_			_
	====		I. EXECU	JTIVE BRIEF			=======================================
Services v	with th	tle: Staff recommends be below listed agencies, \$96,636, to provide a va	for the po	eriod October 1	1, 2018, ·	thro	for Consulting/Professiona ough March 31, 2019, in ar ne participants:
1.	Healt	ndment No. 1 with Nurse h Occupations, (R2018-0 376, for home health aid	0733), for	an increase of	f \$84,136	3, ir	a Academy for Nursing and a an amount not to exceedes; and
2.	Amen increaservic	ase of \$12,500, in an	dit Card amount n	Management ot to exceed	Services \$62,500	s, Ir for	nc., (R2018-0735), for ar financial literacy training
services f Services I federal po participan	for clie Block (overty ts. In	ents of the Community Grant (CSBG). Qualified level guidelines. A porti	Action Proclients mon of CSI 017, 83 of	ogram. The fuust be resident BG funds will be clients complet	unds are s of Palr be used ted voca	n B to pation	to provide various training ovided by the Community each County and meet the provide training for eligible hal training programs. No
utilities as employme Beach Co programs, funds are	ssistan ent ski eunty c , 90 C e also aged i	ce and training to low-ir ills training, job placemoblents. As a result of all AP participants obtaine used to provide nutri	ncome hor ent servic I related (d jobs, ar itional foc	useholds. A po ses, and finand CSBG funding nd 44 maintain od resources	ortion of control of the control of	the acy s, in loyn the	ervices, such as rental and funds are used to provide training to qualified Palm cluding vocational training nent after 90 days. These needs of economically gram to serve low-income
Attachme 1. Amendi 2. Amendi	ment N	No. 1 for Consulting/Profe No. 1 for Consulting/Profe	essional S essional S	Services with Nu Services with Cr	urse Ass edit Car	ista d M	nt Training School, Inc. anagement Services, Inc.
Recomme	ended	By: # IMWY Department Direct	tor				1/22/19 Date
Approved	I Ву:	Moy Assistant County	L Bo Administ	etor.		6	7 / 4 / 19 Mate

II. FISCAL IMPACT ANALYSIS

	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Cost	96,636				
External Revenue	(96,636)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Recommended Source Funding Source is Fe	deral CSBG G	ummary of Fisc	cal Impact:		
Departmental Fiscal R		7			
	ounc D	owe, Director of	f Finance and	I Support Ser	vices
		ew commen		l Support Ser	vices
OFMB Fiscal and/or C	III. REVI	EW COMMENT	<u>ΓS</u>		vices

Department Director

Other Department Review:

C.

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

AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES (R2018-0733) made and entered into at West Palm Beach Florida, on this ______ day of _____, 20___, 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 Nurse Assistant Training School, Inc. d/b/a Academy for Nursing and Health Occupations, 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 59-2757346.

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

WITNESSETH:

WHEREAS, the need exists to amend the contract to increase funding for the Certified Nursing Assistant / Patient Care Technician Program by <u>EIGHTY FOUR THOUSAND ONE HUNDRED</u> <u>AND THIRTY SIX DOLLARS (\$84,136)</u>

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on March 13, 2018 is hereby amended as follows:

- I. New Scope of Work Exhibit "A1" attached hereto shall replace the Scope of Work Exhibit "A" in its entirety.
- II. New Exhibit "B1" attached hereto shall replace Exhibit "B" in its entirety.
- III. Total amended contract not to exceed amount for <u>ONE HUNDRED FORTY TWO</u>
 <u>THOUSAND, THREE HUNDRD AND SEVENTY SIX DOLLARS (\$142,376)</u>
- IV. 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.
- V. New Article 25 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:

Page 1

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.

VI. New ARTICLE 30 - SCRUTINIZED COMPANIES 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 affliates, 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 engagerd 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.

VII. 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.

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 and Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
BY Deputy Clerk	BYMack Bernard, Mayor
	AGENCY:
	Nurse Assistant Training School, Inc. d/b/a Academy for Nursing and Health Occupations, Agency's Name Typed DocuSigned by: Lois M Gackenheimer Agency's Signatory Lois M Gackenheimer Agency's Signatory Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Assistant County Attorney	James Green, Director Donortment of Community Services

SCOPE OF WORK & SERVICE UNITS 2019 COMMUNITY ACTION PROGRAM COMMUNITY SERVICES BLOCK GRANT

Agency Name: Nurse Assistant Training School, Inc. d/b/a Academy for Nursing and Health Occupations

Program Name: Certified Nursing Assistant / Patient Care Technician Program

Overview: Academy for Nursing and Health Occupations (ANHO) will teach Certified Nursing Assistant / and Patient Care Technicians the required knowledge, skills and competencies required to pass Florida certification exams to become employed in the healthcare field.

A state approved post-secondary occupational skill diploma will be granted upon successful completion of coursework and clinical training. The post-secondary occupational diplomas earned for these programs allow students to be employed by hospitals, nursing homes, surgical centers, trauma centers, outpatient settings, doctor's offices, and home care organizations. All programs are accredited. ANHO will be responsible for all of the classroom, labs, clinical training, job placement assistance, etc.

Services:

The Agency will provide a Certified Nursing Assistant/Patient Care Technician Program and will be conducted at campus and a health care facility. This level of occupational skill credential is the required first step in the pathway to moving on to higher level in health care occupation.

All potential participants will meet with a CSD representative to complete the eligibility process, prior to services being delivered. The eligibility process will screen candidates to ensure they meet the income guidelines required to receive services.

The Agency will assess each participant, create individual action plans and assist client through navigational process.

The Agency will prepare students to take the National Certification Exam for Nurse Assistants.

The Agency will perform job placements for each participant.

Outcomes and Reporting:

The Agency shall provide quarterly reports to CSD that include the number of clients enrolled in the program, the number of clients who complete the training program, the number of clients who become employed, the client's employment position, and the client's Page 5

nourly pay rate.
GGI will report on a quarterly basis on the following outcome indicators (all that apply):
FNPI 2h: The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills:
FNPI 1b: The number of unemployed adults who obtained employment (up to a living wage):
FNPI 1c: The number of unemployed adults who obtained and maintained employment for at least 90 days (up to living wage):
FNPI 1d: The number of unemployed adults who obtained and maintained employment for at least 180 days (up to living wage):
FNPI 1e: The number of unemployed adults who obtained employment (with a living wage or higher):
FNPI 1f: The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher):
FNPI 1g: The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher):
FNPI 1h: The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits:
 Number of employed participants who increased income from employment through: Wages or salary: Hours worked increase: Number of employed participants who increased benefits related to employment:
Number of Clients to be served:
25 Certified Nursing Assistant 12 Patient Care Technicians

Nurse Assistant Training School, Inc. d/b/a
Agency: Academy for Nursing and Health Occupations

Program	# Participants	Unit Cost Per Student	Total Cost
ANHO will provide Home	Home Health	\$2,600	
Health Aide/Nurse	Aide/ Nurse		
Assistant training to meet	Assistant		
certification	25		
requirements. ANHO			
prepares students to take			
the National Certification			\$142,376
Exam for Nurse Assistants			
and exam fees are paid			
directly by the college.			·
ANHO will provide	 Patient Care 	\$6448	
training to students to	Technician		
meet the requirements	12		
for the training of Patient			
Care Technicians. ANHO			
prepares students to take			
the National Certification			
Exam for Nurse Assistants			
and exam fees are paid			
directly by the college.			
	•	0	

AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES (R2018-0735) made and entered into at West Palm Beach Florida, on this ______ day of _____, 20___, 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 Credit Card Management 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 31-1483386.

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

WITNESSETH:

WHEREAS, the need exists to amend the contract to increase funding.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on March 13, 2018 is hereby amended as follows:

- I. New Work Plan Exhibit "A1" attached hereto shall replace the Scope of Work Exhibit "A" in its entirety.
- II. New Exhibit "B1" attached hereto shall replace Exhibit "B" in its entirety.
- III. Increase funding by <u>TWELVE THOUSAND AND FIVE HUNDRED DOLLARS</u> (\$12,500).
- IV. Total amended contract not to exceed amount for will be <u>SIXTY TWO THOUSAND</u> <u>AND FIVE HUNDRED DOLLARS (\$62,500)</u>.
- V. <u>New Article 11 Nondiscrimination</u> 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.

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ATTEST:			
Sharon R. Bock Clerk and Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS		
BY	BY Mack Bernard, Mayor		
	AGENCY:		
	Credit Card Management Services, Inc. Agency's Name Typed		
	Paul Donoluu		
	Agency's Signatory Paul Donohue, President		
	Agency's Signatory Typed		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS		
	DocuSigned by: James Hear BE34EE22BEDE492		
Assistant County Attorney	James Green, Director Department of Community Services		

SCOPE OF WORK & SERVICE UNITS 2019 COMMUNITY ACTION PROGRAM COMMUNITY SERVICES BLOCK GRANT

SCOPE OF WORK

Agency Name: Credit Card Management Services, Inc. Program Name: Financial Management Skills Program

Overview: The Financial Management Skills Program will provide individual financial literacy counseling, workshops, seminars, home ownership classes, as well as a variety of services that focus on financial literacy. The training and associated services will be provided to individuals and families who reside within Palm Beach County. Credit Card Management Service, Inc. (CCMS) has been providing Financial Literacy Education in Palm Beach County since 1996. CCMS became a vendor with the City of West Palm Beach over three years ago, for the purpose of providing Financial Management Skills Training and Home Maintenance Counseling. CCMS also partners with CLT of Palm Beach County, EAP of Palm Beach County, Community Worship Centers and more to provide group and individualized financial counseling and education.

Services:

The Agency shall ensure that each client is assigned a credit or housing counseler who will assess their current situation and creates an action plan. The Agency shall ensure that each client is assisted in the implementation of their action plan.

The Agency shall provide individual counseling sessions, workshops, seminars and group classes that address basic financial literacy, banking, credit worthiness, predatory lending, budget management, home ownership, and work readiness.

The Agency shall assist each client in understanding bank lending practices, steps to home ownership, managing credit, understanding the benefits of using a budget and ways to obtain; maintain and/or increase their salary through better employment. The target audience includes (at least 51%) Palm Beach County residents of high foreclosure areas, the homeless, high crime areas, and traditional areas where predatory lending may occur, whose total household income is at or below 125% of the Federal Poverty Level Guideline.

The Agency will ensure that each client receives training/education in person, over the phone or in a classroom environment. Progress will be measured by improved financial status such as an active bank account, increased savings, increased credit score, participation in a home ownership program, and/or debt reduction, as appropriate. Clients will be able to demonstrate an increased understanding of financial literacy and an awareness of how to avoid financial pitfalls in the future.

Clients will be provided financial literacy and housing counseling services. Clients will have the opportunity to participate in the following services:

- 1. Financial Literacy
- Savings and Budgeting
 Basic Banking Services

4. Credit Building/Repair

Outcome:

- 5. Predatory Lending Awareness
- 6. Home-ownership Education

The Agency shall coordinate with Community Action Program Coordinator to inform prospective clients of services at each of the five orientation locations in Palm Beach County's Community Action Program sites or partner agency locations which cover each region of the county area. During orientation, prospective clients will be triaged to help identify their specific needs and match them with the appropriate service. Client tracking will be ongoing.

The Agency shall assist clients in obtaining certificates of completion which can be a two-hour Financial Management & Credit Report Analysis certificate or a HUD approved 8-hour homebuyer education certificate that can qualify them for First Time Home Buyer programs such as down payment assistance, special grants, subsidies and affordable loan products.

The Agency shall submit reports detailing client participation highlighting client progress.

Components of Financial Skills Training may include:

- 1. **Credit Building.** Clients will provide CCMS authority to pull their credit. CCMS will perform an analysis of Client Credit, utilize tools to determine how to improve Clients' Credit and provide educational information on how to build and maintain a higher credit rating. If a scoring tool indicates it would be to a client's advantage, and if funds are available, clients may be given a stipend of up to \$200 from the Community Services Block Grant (CSBG) to pay off or pay down collection accounts to improve their credit and/or credit score.
- 2. Assistance with Opening Bank Accounts. Unbanked Clients could benefit by opening a bank account. Such benefits include but are not limited to: elimination of check cashing fees, reduction of the need to purchase money orders to pay bills, earlier availability of funds when enrolling in direct deposit which may reduce the need for payday loans. Clients will be introduced to banks such as Chase, PNC and BB&T who offer second chance and first time bank accounts, credit building products, secured credit cards, micro loans, etc. If available, Clients may be offered a one-time stipend from the CSBG funding to meet minimum deposit requirements of up to \$100. CCMS will help the Clients remove obstacles of becoming banked as well as help clients learn about banking products, as necessary.
- 3. Financial Coaching for Homeownership Education. CCMS will provide Financial Coaching and Mortgage Readiness Assessments to clients who are looking to meet a specific financial goal or become a homeowner. CCMS will provide one—on—one telephonic, in person and classroom education to clients who are looking to become mortgage-ready, learn about First Time Home Owner programs, Down Payment Assistance programs, pay down debts, start a savings plan, or other financial goals. At Orientation, clients will complete an intake document to help determine the client's objective. After successful completion, the client will receive either a two-hour Financial Management & Credit Report Analysis certificate or a HUD approved 8-hour homebuyer education certificate that can qualify them for First Time Home Buyer programs such as down payment assistance, special grants, subsidies and affordable loan products.

FNPI 3c: The number of individuals who opened a savings account or IDA:
FNPI 3d: The number of individuals who increased their savings:
Page 6

FNPI 3e: The number of individuals who used their savings to purchase an asset: • Purchased a home:
FNPI 3f: The number of individuals who improved their credit scores:
FNPI 3g: The number of individuals who increased their net worth:
FNPI 3h: The number of individuals engaged with the Community Action Agency who report improved financial well-being:
Number of Clients to be served: 262

UNITS OF SERVICE DEFINITION 2019

Agency:	Credit Card Management Services, Inc.	· · · · · · · · · · · · · · · · · · ·		
Service Name and Definition of Unit of Service		Unit	Total Cost Of Service	
		Cost		
Service:	Financial Management Skills Training one client served under the program. Clients cannot	\$238.10	\$62,500	
be submitted for clients can incomount counseling sess address basic	or reimbursement more than once. Activities for lude, but not limited to, provision of individual ions, workshops, seminars and group classes that financial literacy, banking, credit worthiness, g, budget management, home ownership, and work	Ψ230.10	Ψ02,300	

Tier 1 = 7% - Homeless Assistance Program / Financial Management / Intro to Banking
Tier 2 = 80% - Financial Management / Credit Report Analysis
Tier 3 = 13% - Financial Management / Credit Report Analysis / Home-Buyer Education

TOTAL CONTRACT

\$62,500

Summary of Certificates

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

Thursday, March 29, 2018

Simple View Certificate Images Documents Call Log

Insured: Credit Card Management Services, Inc. Insured ID: 058CAP01FY16-PBC

Status:

Compliant

ITS Account Number:

PLC2212

Project(s):

Palm Beach County - Community Services

Required

\$500,000

\$500,000

\$500,000

\$0

Insurance Policy **General Liability**

Expiration: 3/15/2019 \$500,000 **General Aggregate:**

Products - Completed Operations

Aggregate: Personal And Advertising Injury:

Each Occurrence:

Medical Expense: **Automobile Liability**

Fire Damage:

Expiration: 3/15/2019

\$0 **All Owned Autos Hired Autos**

Non-Owned Autos \$500,000

WC Stat. Limits

Provided

Override

\$2,000,000 \$2,000,000

\$1,000,000

\$1,000,000 \$0

\$0 not provided **Hired Autos**

Non-Owned Autos

WC Stat. Limits

X

Combined Single Limit: Workers Compensation/Employers

Liability Expiration: 1/1/2019

Professional Liability Expiration: 11/14/2018

Each Occurrence: **Aggregate Limit:**

\$500,000

\$500,000

\$500,000

\$500,000 \$500,000

Notifications (Show All)

The following letters were issued:

Feb 20 2018 - Renewal Letter

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

Certificate Submittal

https://its.insurancetrackingservices.com/clientreports/ProblemsSpecificRpt.asp?Vendor=1... 3/29/2018