



**II. FISCAL IMPACT ANALYSIS**

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

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

# 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  X  No

Budget Account No.:  
 Fund 0001 Dept. 148 Unit 1354 Object 3401 Program Code Var. Program Period GY17

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Funding source is State of Florida Department of Children and Families. No fiscal impact to the County. Reduction in funding.

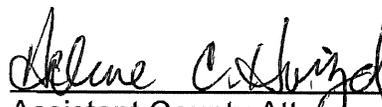
**C. Departmental Fiscal Review:**   
 Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

 3/20/19  
 OFMB EB 3/19  
 3/22/19  
 Contract Development and Control  
 3/21/19 TW

**B. Legal Sufficiency:**

 3-25-19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

(Continued from page 1)

**Background and Justification:** In January 2006, the Division of Human Services began serving as the Lead Entity for the Palm Beach County Homeless Continuum of Care. The Continuum of Care is the planning and evaluation body for the homeless service delivery system and is as a requirement of HUD. The State Office on Homelessness mirrored their requirements with the HUD's federal guidelines. The Division receives funds as the Lead Entity for the Homeless Continuum of Care pursuant to 420.624 (6), F.S.

Attachment 1

MEMORANDUM



Community Services Department

810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
www.pbcgov.com

Palm Beach County  
Board of County  
Commissioners

Melissa McKinlay, Mayor  
Mack Bernard, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger

County Administrator

Verdenia C. Baker



"An Equal Opportunity  
Affirmative Action Employer"

TO: Verdenia C. Baker, County Administrator  
Board of County Commissioners

THRU: Nancy L. Bolton, Assistant County Administrator  
Board of County Commissioners

FROM: James Green, Director  
Community Services Department

DATE: October 25, 2018

RE: Florida Department of Children and Families Amendment #0002

In accordance with BCC approval granting signature authority to the County Administrator, or her designee, on August 15, 2017, your signature is needed on Amendment #0002 to Grant Contract #IP003 with the Florida Department of Children and Families (DCF) (R2017-1724), for the period October 1, 2018, through June 30, 2019, to decrease the contract amount by \$47,908.02 for a new contract amount not to exceed \$543,270.53.

The purpose of this amendment is to decrease DCF Challenge Grant funds in the amount of \$47,908.02 due to changes in the State Challenge Grant budget for FY 2018 -2019. An amendment with Catholic Charities of the Diocese of Palm Beach, Inc. (Catholic Charities) will be forthcoming. The decrease in funding will also decrease the original contract amount with Catholic Charities by the same amount of \$47,908.02. The funds are utilized to provide homeless prevention to individuals and families "at risk" of homelessness.

Staff will submit the amendment at the next available BCC meeting as a receive and file item to allow the Clerk and Comptroller's Office to receive and file the items in accordance with PPM CW-0-051.

If additional information is needed, please contact Wendy Tippett at (561) 355-4772.

Approved by:

OFMB

Helene Hvizd  
Assistant County Attorney

Assistant County Administrator

Attachments:

- 1. Agenda Item No. 3E-3, dated August 15, 2017
- 2. Florida Department of Children and Families Amendment #0002



THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider," amends Contract #IP003.

Amendment #0001 increased the Staffing Grant funding by \$21,428.56 based on the General Appropriation Act (GAA) 2017 – 2018 #344, adding \$10,714.28 for FY 17/18 and \$10,714.28 for FY 18/19 for homeless coalition staffing activities. Additionally, **this amendment removed \$24,107.15** in funding that was paid to The Homeless Coalition of Palm Beach County, Inc. through Contract #IP002. The Homeless Coalition of Palm Beach County, Inc. provided homeless coalition activities through Contract #IP002 from July 1, 2017 through September 30, 2017, prior to the execution of the Unified Grant Agreement, Contract #IP003. The combined change reduced the overall contract funding by \$2,678.59 for a new total contract amount of \$591,178.55.

The purpose of Amendment #0002 is to decrease initial \$158,500.00 FY 18/19 Challenge Grant funding by **-\$47,908.02** based on the allocated funding amount of \$110,591.98 effective August 7, 2018. Revised Challenge Grant Deliverables and contract exhibits will be updated for FY 18/19. The new total contract amount is \$543,270.53.

1. Page 1, CF Standard Integrated Contract 2016, Section 1.1., Purpose and Contract Amount, is hereby amended to read:

**1.1. Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of facilitating the development of the local homeless continuum of care plan and further assisting the local community by planning, networking, coordinating, and monitoring the delivery of services to persons who are homeless or about to be homeless within Palm Beach County. The contract is intended, to supplement the cost of staffing expenses for coalition activities and to administer services under the Temporary Assistance to Needy Families (TANF) and Challenge Grant, as further described in Section 2., payable as provided in Section 3., in an amount no to exceed \$543,270.53.

2. Page 44, CF Standard Integrated Contract 2016, EXHIBIT D- DELIVERABLES, Section D-2., ANNUAL SERVICE TARGETS, paragraph D-2.2., is hereby amended to read:

D-2.2. The Challenge Grant Project will serve the following minimum persons/households each fiscal year:

FY 17/18	<u>45</u>
FY 18/19	<u>23</u>

The Provider shall demonstrate satisfactory progress towards the service targets through the submission of the Monthly Status Report of Challenge Grant Activities, Exhibit C2-B.

3. Page 44, CF Standard Integrated Contract 2016, EXHIBIT D- DELIVERABLES, Section D-3., MONTHLY DELIVERABLES, paragraphs D-3.2., are hereby amended to read:

D-3.2. Challenge Grant: Each month, the Provider shall provide eligible services to the following minimum number of persons/households who are homeless or at risk of homelessness:

FY 17/18	<u>3</u>
FY 18/19	<u>3</u>

4. Page 46, CF Standard Integrated Contract 2016, EXHIBIT D-DELIVERABLES, Section D-4. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES, paragraphs D-4.3., is hereby amended to read:

D-4.3. For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Challenge Grant Services:

Minimum Service Requirements	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
D-4.3.1. Monthly, the Provider shall provide eligible services as outlined Section C2-1. which support the continuum of care plan to end homelessness, provide services to the homeless, or to prevent homelessness, to a minimum number of 3 households for FY 17/18 and a minimum of 3 households for FY18/19.	Services provided must be eligible supportive activities outlined in Section C2-1. that are related to the continuum of care plan to aid in ending homeless and increase efforts to improve the lives of the homeless population and those individuals and families in danger of becoming homeless throughout the continuum.	HMIS Report identifying clients served and services provided during the service month.	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion.

5. Page 50, CF Standard Integrated Contract 2016, Exhibit F – Method of Payment, Section F-1., **PAYMENT CLAUSE**, paragraphs F-1.1., and F-1.1.2., is hereby amended to read:

F-1.1. This is a multi-year fixed price (unit cost) and cost reimbursement contract for the provision of services to homeless persons. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$543,270.53 subject to the availability of funds. The total contract amount shall be allocated as follows:

FISCAL YEAR	INITIAL ANNUAL FUNDING	FUNDING CHANGE (AMEND #0001,#0002)	REVISED ANNUAL FUNDING
17-18	\$296,928.57	(-\$24,107.15) #0001 +\$10,714.28 #0001	\$283,535.70
18-19	\$296,928.57	+\$10,714.28 #0001 (-\$47,908.02) #0002	\$259,734.83
<b>Total</b>	<b>\$593,857.14</b>	<b>Total</b>	<b>\$543,270.53</b>

F-1.1.2. Challenge Grant Activities – The Department agrees to reimburse for allowable costs at the limits listed below for eligible Challenge Grant Activities:

FY	UNIT OF SERVICE	TOTAL AMOUNT
17-18	Challenge Grant Activities	\$158,500.00
18-19	Challenge Grant Activities	\$110,591.98
		<b>\$269,091.98</b>

This amendment shall begin on August 30, 2018 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

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

This amendment and all its attachments are hereby made a part of the contract. IN WITNESS THEREOF, the parties hereto have caused this three (3) page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

SIGNED BY: 

SIGNED BY: \_\_\_\_\_

NAME: Verdenia C. Baker

NAME: Vern Melvin

TITLE: ~~###~~ County Administrator

TITLE: Regional Managing Director

DATE: 11-14-18

DATE: \_\_\_\_\_

Federal ID Number: 59-6000785

Approved As To Form  
And Legal Sufficiency

Approved As To Form  
And Conditions

By:   
Assistant County Attorney

By:   
Department Director

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This amendment shall begin on **August 30, 2018** or the date on which the amendment has been signed by both parties, whichever is later.

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

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF**, the parties hereto have caused this **three (3)** page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

SIGNED BY: *Verdenia C. Baker*

SIGNED BY: *Vern Melvin*

NAME: Verdenia C. Baker

NAME: Vern Melvin

TITLE: ~~###~~ County Administrator

TITLE: Regional Managing Director

DATE: 11-14-18

DATE: 11-28-18

Federal ID Number: 59-6000785

Approved As To Form  
And Legal Sufficiency

By: *Adlene Coffey*  
Assistant County Attorney

Approved As To Form  
And Conditions

By: *James E. Lee*  
Department Director



MEMORANDUM

TO: Verdenia C. Baker, County Administrator  
Board of County Commissioners

THRU: Nancy L. Bolton, Assistant County Administrator   
Board of County Commissioners

FROM: James Green, Director   
Community Services Department

DATE: December 20, 2018

RE: Catholic Charities of the Diocese of Palm Beach, Inc. Amendment No. 01

Community Services Department

810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
[www.pbcgov.com](http://www.pbcgov.com)



Palm Beach County Board of County Commissioners

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay

County Administrator

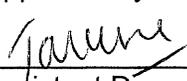
Verdenia C. Baker

In accordance with BCC approval granting signature authority to the County Administrator, or designee, on August 15, 2017, your signature is needed on Amendment No. 01 to Contract for Provision of Services with Catholic Charities of the Diocese of Palm Beach, Inc. (Catholic Charities) (R2017-1731), for the period October 1, 2017, through June 30, 2019, to decrease the contract amount by \$47,908.02 for a new contract amount not to exceed \$151,395.98

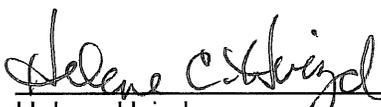
On November 14, 2018, the County Administrator through delegated authority signed Amendment #0002 to Grant Contract IP003 with the Florida Department of Children and Families (DCF). Amendment #0002 with DCF decreased the DCF Challenge Grant funds by \$47,908.02 due to changes in the State Challenge Grant budget for FY 2018-2019. The decrease in funding subsequently decreased the total contract amount with Catholic Charities by the same amount of \$47,908.02. The funds are utilized to provide homeless prevention to individuals and families at risk of homelessness. The number of households to be served has decreased from 45 to 23.

Staff will submit the amendment at the next available BCC meeting as a receive and file item to allow the Clerk and Comptroller's Office to receive and file the items in accordance with PPM CW-0-051.

If additional information is needed, please contact Wendy Tippett at (561) 355-4772.

Approved by:   
Assistant Department Director

  
OFMB/Contracts

  
Helene Hvizd  
Assistant County Attorney

  
Nancy L. Bolton  
Assistant County Administrator

- Attachments:
1. Agenda Item No. 3E-3, dated August 15, 2017
  2. Catholic Charities of the Diocese of Palm Beach, Inc. Amendment No. 01



"An Equal Opportunity  
Affirmative Action Employer"



**AMENDMENT TO  
CONTRACT FOR PROVISION OF SERVICES**

**THIS AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES (R2017-1731)** made and entered into at West Palm Beach Florida. On this 9<sup>th</sup> day of January, 2019 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and CATHOLIC CHARITIES OF THE DIOCESE OF PALM BEACH, INC., hereinafter referred to as the "AGENCY", a not-for-profit corporation, entitled to do business in the State of Florida, whose Federal Tax I.D. is 59-2470479.

**WITNESSETH:**

**WHEREAS**, the parties entered into a contract on November 21, 2017, (R2017-1731), in which the AGENCY agreed to provide services to homeless families, for the period from October 1, 2017 through September 30, 2019; and

**WHEREAS**, the Original Contract has an expiration date of September 30, 2019 and is funded in the amount of One Hundred Ninety-Nine Thousand Three Hundred Four Dollars (\$199,304); and

**WHEREAS**, the Florida Department of Children and Families (DCF) decreased the DCF Challenge Grant funds by \$47,908.02 due to changes in the State Challenge Grant budget for Fiscal Year 2018-2019, which in turn decreased funding for the parties' contract; and

**WHEREAS**, the parties have mutually agreed to decrease the contract amount of their contract by Forty-Seven Thousand Nine Hundred Eight Dollars and Two Cents (\$47,908.02), for a new amount not to exceed amount of One Hundred Fifty-One Thousand Three Hundred Ninety-Five Dollars and Ninety Eight Cents(\$151,395.98), and to shorten the term of the agreement; and

**WHEREAS**, the parties shall amend this agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this agreement.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Original Contract entered into on November 21, 2017, (R2017-1731) is hereby amended as follows:

1. The first paragraph of **ARTICLE 2 – SCHEDULE**, is amended to read: "The AGENCY shall commence services on October 1, 2017 and complete services on June 30, 2019."
2. The first sentence of the first paragraph of **ARTICLE 3 - PAYMENTS**, is amended to read: THE COUNTY shall pay to the AGENCY for services rendered

under this contract in an amount not to exceed One Hundred Fifty-One Thousand Three Hundred Ninety-Five Dollars and Ninety Eight cents(\$151,395.98).

3. Exhibit "A" is replaced in its entirety by Exhibit "A-1" attached hereto and made a part thereof.

4. New **Article 11 - NONDISCRIMINATION** shall read:

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.

5. New **Article 25 – Termination** shall read:

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.

6. New **ARTICLE 32 - 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.

- C. 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.

7. New **ARTICLE 35 - 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.

This has been left blank intentionally.

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: \_\_\_\_\_  
Clerk & Comptroller Deputy Clerk

BY: MBaker  
Verdenia C. Baker, County Administrator

WITNESS:

AGENCY:

Catholic Charities of the Diocese of  
Palm Beach, Inc.  
AGENCY's Name Typed

BY: \_\_\_\_\_  
Signature

Terence Murphy  
AGENCY's Signatory Name Typed

APPROVED AS TO TERMS AND  
CONDITIONS  
Department of Community Services

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Helene C. Floyd  
Assistant County Attorney

James E. Green  
James Green, Director

**SCOPE OF WORK**

**THE AGENCY AGREES TO:**

**BACKGROUND INFORMATION:**

This contract complies with section 420.622(4), Florida Statutes and in accordance with the Application to the Florida Department of Children and Families.

**DESCRIPTION OF SERVICES FOR Catholic Charities of the Diocese of Palm Beach, Inc.:**

**A-1 Service Tasks**

The goal of this project is to provide assistance to homeless and at risk homeless households. This would serve 23 households with financial assistance to pay their rent/mortgage that is past due because of unforeseen circumstances, such as job loss or sudden illness to stabilize individuals/families in their existing home, while at the same time, address any mitigating factors that may have contributed to their need for assistance in preventing homelessness. The services will be provided through the program's central office located at Catholic Charities' St. Francis Center in Riviera Beach and a second office located in Pahokee. Services will include three Community Outreach Specialists to complete in-depth case management and follow-up calls. The Community Outreach Specialists will provide direct contact with the individuals in need within their communities who are well-acquainted and will collaborate with all local, state and federal agencies serving the Florida community.

**B-2 Administrative Tasks**

**The Provider must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.) which includes any and all subcontractor of services under this contract along with required documentation of all expenses for COST REIMBURSEMENT activities.**

Each Provider is required to maintain, or submit detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Provider is certifying that the detailed documentation to support each item on the itemized invoice is on file and is available for audit.

**SALARIES:** A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Costs should only be attributed for direct work on grants billed.

**FRINGE BENEFITS:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. Costs associated with staff's salary need to directly be attributed to grant related duties. If the grant specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

**TRAVEL:** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of DCF Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

All supporting documentation submitted shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service and client being served, if applicable. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

**Service Delivery Documentation:** The Provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Any payment requested under the terms of this contract may be withheld until the evaluation and reports due from the Provider, and adjustments thereto have been received and approved by the Department.

Agency will maintain sufficient and appropriate staff to deliver the proposed services reflected in the grant agreement. Agency shall maintain an adequate administrative organizational structure and support staff to conduct its contractual responsibility, including intake and evaluation of applications for assistance and case management of client's receiving assistance.

Agency shall replace any employee, whose continual presence would be detrimental to the success of the project, as may be determined by the County.

### **B-3 Reports**

**a). Monthly Invoice and Match Report.** Agency must submit Monthly Invoice and Match Report (**Exhibit F2**) by the 10<sup>th</sup> of each month following service, or next business day if Saturday, Sunday or holiday.

**b). Monthly Expenditure Report (Exhibit F3)** must be submitted by the 10th of each month following service, or next business day if Saturday, Sunday or holiday.

**c.) Monthly Status Report.** Agency must submit Monthly Status Report (**Exhibit C2-A**), detailing the services provided for the previous month by the 10th of each month service, or next business day if Saturday, Sunday or holiday.

**d). Performance Data Report (Exhibit C2-B)** Agency must submit Final Program Status Report no later than twenty (20) days following the end of the contract.

**e). DCF-Rent/Mortgage Payments (Exhibit D)** Agency must submit report by 10<sup>th</sup> of each month service, or next business day if Saturday, Sunday or holiday.

**f). Annual Performance Report (Exhibit E-1).** Agency must submit Final Program Status Report no later than twenty (20) days following the end of the contract.

**g). Financial Reconciliation Statement (Exhibit H).** Agency must submit report no later than thirty (30) days following the end of the contract.

**h). HMIS Service Summary Report.** Agency must submit report by 10<sup>th</sup> of each month service, or next business day if Saturday, Sunday or holiday.

#### **B- 4 Deliverables**

The Agency shall attain the following service targets by June 30, 2019 and shall demonstrate satisfactory progress towards each Target through submission of the Monthly Status Report.

Reduction in the number of homeless persons in the catchment area. Catholic Charities of the Diocese of Palm Beach, Inc. will provide funding to stabilize individuals/families who are homeless or at risk of homelessness, while at the same time, address any mitigating factors that may have contributed to their need for assistance in preventing homelessness in accordance with the Continuum of Care.

Catholic Charities - Project will serve a minimum of 23 persons/or families each fiscal year prorated. The Provider shall demonstrate satisfactory progress towards the service target through the submission of the Monthly Status Report of Challenge Grant Activities, **Exhibit C2-**

#### **B-5 Monthly Deliverables**

Each month, the Agency shall provide eligible services to a minimum of three (3) person/households who are homeless or at risk of homelessness.

#### **B-6 Criteria for Acceptance of Deliverables**

The HMIS report must support the services provided. The Agency will input data into the Homeless Management Information System (HMIS) on clients served (including

the types of services provided), submit the HMIS report with the monthly invoice and monthly activity reports, and state the monthly goal of servicing three (3) homeless households with this grant funding. The HMIS report shall include the number of individuals and households served during the reporting month and year-to-date, from date of execution of the contract.

The Agency must maintain documentation to support proof of service delivery, including but not limited to: receipts, case notes, homeless verification/eligibility forms, receipts for any direct client/shelter costs, lease agreements.

For the acceptance of deliverables, the Provider shall meet or exceed the minimum output targets specified herein in the performance of the Challenge Grant Services:

**Minimum Outcome Performance Measures**

The following performance measures relate to the projects being completed. The Provider shall submit **Exhibit C2-B, Annual Performance Data Report for Challenge Grants**, by July 15<sup>th</sup> of each fiscal year. The outcomes will be used to gauge to effectiveness of the program.

Decrease in the # of Households no longer homeless

**B-7 Performance Evaluation Methodology**

Evaluation shall be calculated as follows: Written attestation by Agency of task completion and/or progress as evidenced by documentation of calls, database review, draft reports, onsite visitation and final report. (**Exhibit E-1**)

Numerator	# of clients remaining stably housed after receiving rent assistance	= ≥ 80%
Denominator	Total # of clients receiving rent assistance	

Numerator	# of clients reporting an increase in their ability to manage household income after receiving rent assistance following a budget assessment and/or referral for debt consolidation	= ≥ 80%
Denominator	Total # of clients receiving rent assistance following a budget assessment and/or referral for debt consolidation	

**B-8 BILLING / PAYMENTS**

By the 10<sup>th</sup> of each month, the Agency must submit **Exhibit F2, Exhibit F3, Exhibit C2-A and Exhibit D** as a request for payment based upon allowable expenses as outlined in (**Exhibit A.II.A.**) along with **Exhibit C** certifying these expenses. Desk audits will be completed by the County to determine programmatic and fiscal compliance.

**B-9 Match Requirements**

Pursuant to 420.622(4)(a), Florida Statutes, matching funds or in-kind support in an amount equal to the grant requested is required on the part of the Provider. Match

does not require the same type of funding as the incurred expenses, but its source must be used in a manner consistent with providing services to homeless or at risk of homeless for the Challenge Grant.

There must be specific documentation as to the date, amount, and source of all matching contributions.

Matching funds must be provided after the date of the contract is executed.

**Eligible types of matching contributions.** The matching requirement may be met by one or both of the following:

- a). Cash contributions. Cash expended for allowable costs, of the Agency.
- b). Noncash contributions. The value of any real property, equipment, goods, or services contributed to the Agency's Challenge program, provided that if the Agency had to pay for them with contract funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

**Calculating the amount of noncash contributions:**

1. Determine the value of any donated material or building, or of any lease, the Agency must use a method reasonably calculated to establish the fair market value at the time of the donation.
2. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the Agency's organization. If the Agency does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
3. Some noncash contributions are real property, equipment, goods, or services that, if the Agency had to pay for them with Contract funds, the payments would have been indirect costs. The value of materials used to improve/remodel, the fair market rental value of the space being utilized for the period and/or the lease expense paid by the organization or donated to the organization at fair market value. Volunteer services and donated professional services are to be valued at their actual fair market value within the community. Eligible match includes the value of goods and services, buildings and land, equipment, furnishings, supplies, staff, administrative support, volunteer manpower, donations, grants, cash, contributions, and rent, utility, insurance and maintenance expenditures.

**SPECIAL PROVISIONS**

**1. Mandatory Reporting Requirements**

The AGENCY and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the AGENCY, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of the Inspector General by

completing a Notification/Investigation Request (form CF1934) and emailing the request to the Office of the Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The AGENCY may also mail the completed form to the Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2<sup>nd</sup> Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

## 2. Employment Eligibility Verification

### (a) **Definitions.** As used in this clause—

(1) "Employee assigned to the contract" means all persons employed during the contract term by the AGENCY to perform work pursuant to this contract within the United States and its territories, and all persons (including Subcontractors) assigned by the AGENCY to perform work pursuant to the contract with the Department.

(2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime AGENCY or another Subcontractor.

### (b) **Enrollment and verification requirements.**

(1) The AGENCY shall—

(i) **Enroll.** Enroll as an AGENCY in the E-Verify program within 30 calendar days of contract award

(ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the AGENCY to perform work pursuant to the contract with the Department shall be verified as employment eligible within three (3) business days after the date of hire; and

(2) The AGENCY shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the AGENCY's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the AGENCY is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the AGENCY, then the AGENCY must reenroll in E-Verify.

(c) **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS web site: <http://www.dhs.gov/E-Verify>.

(d) **Individuals previously verified.** The AGENCY is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the AGENCY through the E-Verify program.

(e) **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this contract prior to February 04, 2011, do not require employment eligibility verification through E-verify.

(f) **Evidence.** Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

(g) **Subcontracts.** The AGENCY shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

1. The Provider represents and warrants that the prices and terms for its services under the Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90 days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in the Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective dates of this Contract (for other contract in effect as of that date) or the date they were first contract or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit Contract Manager no later than July 31<sup>st</sup> of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

2. **Health Insurance Portability and Accountability Act.**

In compliance with 45 CFR s.164.504(e), the AGENCY shall comply governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to this contract.

3. **Support to the Deaf or Hard of Hearing**

The AGENCY shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 795, as implemented by 45 C.F.R. Part 84, the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 as implemented by 28 C.F.R. Part 35. The AGENCY will have direct service employees complete the online training: Serving our Customers who are Deaf or Hard of Hearing and sign the Attestation of Understanding. Link is listed below:  
<http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/training>

Direct service employees will print their certificate of completion, attach it to their Attestation of Understanding and maintain a copy in their personnel file. Agency will submit monthly log by the 10<sup>th</sup> of day of each month.

II. **THE COUNTY AGREES TO:**

A. Provide up to **\$51,743.98** in Grant Year 18-19 funding for the following budget line items to be expended no later than June 30, 2019:

Budget Line Item Description	Amount
<b>Prevention</b>	
Rental or Mortgage Assistance	\$47,965.98
Administrative	\$ 3,778
<b>TOTAL:</b>	<b>\$51,743.98</b>

- B. Provide technical assistance to ensure compliance with DEPARTMENT, DCF, and applicable State, Federal, County and Local regulations and this contract.
- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the AGENCY at any time during the term of this contract. Visits may be scheduled or unscheduled as determined by DEPARTMENT. Visits may be conducted by DEPARTMENT staff, or its contractor, to ensure compliance with DCF regulations and this contract, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of AGENCY'S reporting to DEPARTMENT on program activities.

**Summary of Certificates**

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

Monday, December 03, 2018

Insured: Catholic Charities of the Diocese of Palm Beach, Inc. Insured ID: 056RW01FY16

Status: Compliant (with overrides)

ITS Account Number: PLC2026

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

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 4/1/2019			
General Aggregate:	\$500,000	\$500,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$500,000	\$500,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 4/1/2019	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$2,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	X
Expiration: 4/1/2019			
<u>Professional Liability</u>			
Expiration: 4/1/2019			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$1,000,000	\$1,000,000	

Notifications (Show All)

There were no deficiency letters issued.

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

19 0584

Attachment 3

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

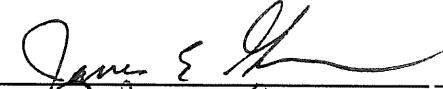
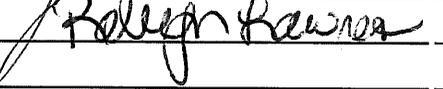
BGEX - 148 - 02071900000000000864  
BGRV - 148 - 02071900000000000289

FUND (0001) - General Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/07/2019	REMAINING BALANCE
<b>REVENUE</b>								
148 1354 3469	State Grnt Oth Human Services	280,857	289,849	0	47,908	241,941		
<b>Total Revenue</b>		<b>1,404,865,328</b>	<b>1,406,042,202</b>	<b>0</b>	<b>47,908</b>	<b>1,405,994,294</b>		
<b>EXPENDITURE</b>								
148 1354 3401	Other Contractual Services	280,857	289,849	0	47,908	241,941	241,878	
<b>Total Expenditures</b>		<b>1,404,865,328</b>	<b>1,406,042,202</b>	<b>0</b>	<b>47,908</b>	<b>1,405,994,294</b>	<b>241,878</b>	<b>1,405,752,416</b>

COMMUNITY SERVICES  
INITIATING DEPARTMENT/DIVISION James Green  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
	3/14/19
	3/20/19

By Board of County Commissioners  
At Meeting on April 16, 2019

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Deputy Clerk to the  
Board of County Commissioners