

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 12, 2021  [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. 1 to Contract for Provision of Financial Assistance with 211 Palm Beach / Treasure Coast, Inc. (R2019-1611), for the period October 1, 2020 through September 31, 2022, to increase funding in the amount of \$15,000 in FY 2021 and FY 2022, for a new total amount of \$650,580, of which \$221,860 is budgeted in FY 2021 with an anticipated annual allocation of \$221,860 in each subsequent fiscal year, contingent upon a budgetary appropriation by the Board of County Commissioners, to provide an information helpline to serve as a source of information and referrals to Palm Beach County families and elder crisis outreach services.

Summary: The mission of 211 Palm Beach/Treasure Coast, Inc. (211) is to connect people to services 24 hours a day by understanding their individual emotional, financial and community needs and to support the health & human service system as a whole. 211 Palm Beach/Treasure Coast, Inc. provides empathetic guidance and support to individuals and families in distress or in need of information about health and human service programs. 211 Palm Beach/Treasure Coast, Inc. operates a 24-hour per day, 365 day per year telephone helpline/hotline service providing an array of support and assistance, including information, assessment, advocacy, referral and linkage to appropriate community agencies, as well as crisis intervention and suicide prevention. 211's Palm Beach/Treasure Coast, Inc., has assisted 931 elders through the Elders Crisis Outreach and 49,042 phone calls through the telephone helpline. This amendment is necessary to provide a living wage increase for 211 employees. Countywide (HH)

Background and Justification: In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The FAA Program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state, and local funding sources that support the County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidence-based programming and outcome measures that ensure effective changes in the lives of those in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis, and funds cannot be used to initiate or to pursue litigation against the County.

Attachments: Amendment to Contracts for Provision of Financial Assistance with 211 Palm Beach / Treasure Coast, Inc.

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DocuSigned by:
James Hun
12/17/2020
Recommended By: _____
Department Director                                     Date
Approved By: Nancy L Bolton                          12/30/2020
Assistant County Administrator                           Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

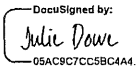
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	221,860	221,860			
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	221,860	221,860			

# 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 0001 Dept. 740 Unit 2526 Obj. 8201 Program Code Program Period:

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Palm Beach County Ad Valorem

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

III. REVIEW COMMENTS

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

Palm Beach County Ad Valorem

Robert Brown 12/23/20
 OFMB
 RBP AP 12/23

Joseph DeLewin Garkovitz
 Contract Development and Control
 12-29-2020 JD

B. Legal Sufficiency:

Aileen Coltrane 12/29/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT 1

AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE (R2019-1611) 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 211 Palm Beach / Treasure Coast, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax ID is 23-7153017.

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

WITNESSETH:

WHEREAS, the above named parties entered into an Agreement on October 22, 2019 (R2019-1611), to provide services in the area of 211 Helpline/Elder Crisis Outreach in an annual amount of \$206,860; and

WHEREAS, the need exists to amend the Agreement in order to increase funding, replace Exhibit B with Exhibit B1 – Unit of Service and Budget Allocation, add Article 36 – Counterparts, and Article 37 – E-Verify Employment Eligibility.

NOW THEREFORE, the above named parties hereby mutually agree that the Agreement entered into on October 22, 2019, is hereby amended as follows:

- I. The whereas clauses above are true and correct and are expressly incorporated herein by reference and made part of the parties’ Agreement.
- II. Exhibit “B1” attached hereto shall replace Exhibit “B” to the Contract in its entirety.
- III. **ARTICLE 3 - PAYMENTS TO AGENCY/REIMBURSABLE** shall be replaced in its entirety with the following:

The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of SIX HUNDRED FIFTY THOUSAND, EIGHT HUNDRED AND SIXTY DOLLARS (\$650,860) over a three year period, of which TWO HUNDRED SIX THOUSAND, EIGHT HUNDRED SIXTY DOLLARS (\$206,860) WAS BUDGETED IN FY 2020, TWO HUNDRED TWENTY ONE THOUSAND, EIGHT HUNDRED AND SIXTY DOLLARS (\$221,860) IS BUDGETED IN FY21, WITH AN ANTICIPATED ANNUAL ALLOCATION OF TWO HUNDRED TWENTY ONE THOUSAND, EIGHT HUNDRED AND SIXTY DOLLARS (\$221,860) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B1** for services rendered toward the completion of the Scope of Work.

The AGENCY is obligated to provide the COUNTY with the properly completed requests

for all funds paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with Palm Beach County, AGENCY is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-agencies, AGENCY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the AGENCY and all of its sub-agencies are registered in VSS.

IV. New **Article 37 – COUNTERPARTS** is added to read as follows:

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AGENCY shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

V. New **Article 38 – E-VERIFY – EMPLOYMENT ELIGIBILITY** is added to read as follows:

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, AGENCY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the AGENCY'S Sub Contractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the Sub Contractor and AGENCY shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Contract pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement 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

BY _____
Mayor

AGENCY:

211 Palm Beach/Treasure Coast, Inc.
AGENCY'S Name Typed

DocuSigned by:
Sharon L'Herron
D383B7B79A6E441...

AGENCY'S Signatory Name

President/ CEO

AGENCY'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hvizd
BE3DE20B2223413

Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...

Taruna Malhotra, Assistant Dept. Director
Community Services Department

2020-2022 FINANCIAL ASSISTANCE CONTRACT

Agency: 211 Palm Beach/Treasure Coast, Inc.

Description	Unit Cost	Total FY20	Total FY21	Total FY22	3 Year Contract Amount
Elder Crisis Outreach: A unit of service is defined as an hour of time worked as evidenced by employee time sheets.	\$25.37	\$ 44,403	\$44,403	\$44,403	\$133,209
	Monthly Amount	Total FY20	Total FY21	Total FY22	3 Year Contract Amount
211 Palm Beach/Treasure Coast Helpline Program	13,538 / \$14,788	\$162,457	\$177,457	\$177,457	\$517,371
Total Contract Amount		\$206,860	\$221,860	\$221,860	\$ 650,580

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.