

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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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 Exp No: Fund 1426 Dept. 662 Unit 3298 Obj. _____ Prog. _____
 Rev No: Fund 1426 Dept. 662 Unit 3298 Rev. _____ Prog. _____

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

* No additional fiscal impact, time extension only to utilize remaining grant (2019-VT-BX-K029) funds extended through Sept. 30, 2023.

C. Departmental Fiscal Review: _____
 10/13/22

III. REVIEW COMMENTS

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

_____ 10/14/22
 MB 10/14 OFMB QA 10/14

_____ 10/20/22
 Contract Dev. And Control

B. Legal Sufficiency:

_____ 10/25/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification continued from page 1:

Florida ranks 3rd in the nation and PBC ranks 3rd in Florida for incidence of human trafficking. The goal of this program is to enhance the quality and quantity of services available to victims of human trafficking, as defined by the Trafficking Victims Protection Act (TVPA) of 2000, as amended. This is the first time DVS received this grant. At the December 17, 2019 Board of County Commissioners meeting, the Mayor's signature was ratified for the FY2019 Direct Services to Support Victims of Human Trafficking Program Grant award for the period October 1, 2019 through September 30, 2022.

**SECOND AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES
BETWEEN PALM BEACH COUNTY AND CATHOLIC CHARITIES OF THE DIOCESE
OF PALM BEACH, INC.**

THIS SECOND AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES (“Second Amendment”) is made as of this 15th day of November, 2022 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 CATHOLIC CHARITIES OF THE DIOCESE OF PALM BEACH, INC. (a non-profit corporation) authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-2470479.

WITNESSETH:

WHEREAS, on April 7, 2020, the parties entered into a Contract R2020-0378 (the “Contract”) which provided for professional/consultation services with a not-to-exceed Contract amount of \$497,200 to provide comprehensive case management services and immigration/refugee legal services, community awareness, and education including strategic outreach in the rural, agricultural region of Palm Beach County. The Contract provided that Consultant shall commence services for the period April 7, 2020, and complete all services by September 30, 2022; and

WHEREAS, on November 17, 2020, the parties agreed to amend the Contract R2020-1762 retroactive to April 7, 2020, removing the CONSULTANT’S responsibility for the 24 hour human trafficking hotline as their staff does not respond after-hours. Additionally, the County requested to have the ability to access and reimburse CONSULTANT for their resources, such as housing and transportation to meet the immediate needs of the client prior to making a referral to CCDPB.

WHEREAS, the COUNTY received a one-year no-cost extension of the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC) under the program OVC FY 2019 Direct Services to Support Victims of Human Trafficking Program grant, 2019-VT-BX-K029 used to fund the Contract until September 30, 2022, and the County wishes to extend the Contract to provide long-term support to the current client case load in an effort to build self-sufficiency and engage in more outreach activities to identify additional victims of Human Trafficking. These tasks will utilize the remaining grant funds.

NOW THEREFORE, in consideration of the mutual promises contained herein, the above named parties hereby mutually agree to amend the Contract and enter this Second Amendment as follows:

- I. Article 2-SCHEDULE is amended to provide that all services shall be completed by September 30, 2023.
- II. The Schedule of Payments attached to the Contract as Exhibit C is hereby replaced with the Schedule of Payments attached hereto as Exhibit C-1.

- III. All other provisions not in conflict with this Second Amendment remain in effect and are to be performed at the same level as specified in the Contract.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.

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 CONSULTANT has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

CONSULTANT:

By: 
County Administrator or Designee

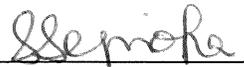

Signature
Catholic Charities of the Diocese of
Palm Beach, Inc.

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Ellen T. Wayne
CEO-Executive Director

By:  9/7/22
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Stephanie Sejnoha
Department Director

SCHEDULE OF PAYMENTS

<u>Services:</u>	<u>Total</u>
1.75 Case Managers Salary and Benefits	\$340,550

Out-of Pocket Expenses:

Direct Client Services:	\$138,650
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Expenses for direct client services will be paid from this contract. All expenses must be related to the health and safety of the client. There will be no reimbursement for alcohol, tobacco, e-cigarettes or vaping products.

Direct Client Services may be reimbursed for human trafficking clients whom Victim Services has provided the initial emergency response, but are not clients of Catholic Charities, as cases are often worked jointly and the victim's imminent needs must be attended to for their welfare and safety.

Reimbursements will be documented through an "Emergency Expense Request" form. The case manager assisting the client (Victim Services or Catholic Charities) will complete the "Emergency Expense Request" form, which will be provided as back up when the monthly invoice to the County is submitted. Additionally a tracking log for all gift cards, shall be completed with the following information: Type of Gift Card, date purchased, value, serial number (back of card) serial number (store receipt) date issued to client, client ID number, and client's initials. Gift card purchases will only be reimbursed once distributed to the client.

All completed forms will be submitted with the monthly invoice.

CLIENT EXPENSE CATEGORIES:

Gift Cards

Prepaid Phones

Emergency Shelter

Rental Assistance

Food

Clothes and Personal Items

Medical

Transportation

Food

Miscellaneous Fees

Mileage	\$3,000
Travel-Required by Grantor	\$7,500
Training-Trauma Informed; Human Trafficking Specific	\$7,500
	<u>\$497,200</u>

**FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES PALM BEACH COUNTY AND BARRY UNIVERSITY**

THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND BARRY UNIVERSITY (“First Amendment”) is made as of this 15th day of November 2022 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 Barry University, Inc., a Not For Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-0624364.

WITNESSETH:

WHEREAS, on December 3, 2020, the parties entered into Contract R-2021-0250 (the “Contract”), which provided for professional services with an expiration date of September 30, 2022; and

WHEREAS, the COUNTY received a one-year no-cost extension of the U.S. Department of Justice, Office of Justice Programs grant, 2019-VT-BX-K029 (R2019-1931) used to fund the Contract until September 30, 2022, and the County wishes to extend the Contract to utilize the remaining grant funds.

NOW THEREFORE, the above named parties hereby mutually agree to amend the Contract and enter this First Amendment as follows:

- I. Article 2 – SCHEDULE is amended to provide that all services shall be completed by September 30, 2023.
- II. The Scope of Work attached to the Contract as Exhibit A is hereby replaced with the Scope of Work attached hereto as Exhibit A-1.
- III. The Schedule of Payments attached to the Contract as Exhibit B is hereby replaced with the Schedule of Payments attached hereto as Exhibit B-1.
- IV. All other provisions not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Contract.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

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

CONSULTANT: BARRY UNIVERSITY

By: 
County Administrator or Designee


Signature

Dr. John Murray
Provost

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By:  9/7/22
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Stephanie Sejnoha
Department Director

EXHIBIT "A-1"**SCOPE OF WORK**

The CONSULTANT agrees to work collaboratively with COUNTY, Palm Beach County Sheriff's Office, Catholic Charities Diocese of Palm Beach and other project partners supporting the Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC) FY 19 Direct services to Support Victims of Human Trafficking, Grant Number 2019-VT-BX-K029.

The scope of the grant project builds upon existing community resources to support a comprehensive response addressing the unmet and complex needs of human trafficking victims in Palm Beach County. The overarching project goal is to improve PBC's response to victims of all forms of human trafficking through comprehensive victim services, increased identification of victims and referral for services, and an improved, countywide coordination of services which leverages available resources, avoids duplication, and increases overall capacity. To assist in meeting the requirements of this demonstration project, CONSULTANT will perform continued project evaluation and on-going action research to assess project performance and inform project activities. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws as outlined in Special Conditions of the grant agreement.

ENTITY Deliverables Include:

Items	Deliverables: Quarter 1 (November 1, 2020-December 31, 2020)	Payment Number	Payment Amount
		1	\$4,074.00
	Conduct an initial site visit to meet with PBSO, PBCVS, CCDPB (project partners)		
	Work with project partners to identify project goals & desired outcomes		
	Submit Quarterly financial report to COUNTY		
	Participate in meetings, conference calls, technical assistance events, and trainings as needed		
	Conduct interviews with project partners to obtain data and process flow details		

	Deliverables: Quarter 2 (January 1, 2021-March 31, 2020)	Payment Number	Payment Amount
		2	\$7,275
	Submit quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Work with project partners to identify project goals & desired outcomes		
	Identify evaluation tool for project partners and implementation plan		
	Conduct interviews with project partners to obtain data and process flow details		
	Establish data collection guidelines for project activities to inform logic model/evaluation of victims served, needs identified, services provided, outcomes measured, etc. for project partners		
	Complete the Privacy Certificate requirements from OVC		
	Establish victim/survivor participation criteria in conjunction with project partners		
	Semi-annual progress report, summarizing research activities, as required by OVC		
Items	Deliverables: Quarter 3 (April 1, 2021-June 30, 2021)	Payment Number	Payment Amount
		3	\$7,275
	Submit quarterly financial report to County		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct interviews with project partners to obtain data and process flow details		
	Develop a draft logic model for the delivery system plan and evaluation tool proposed		
	Identify evaluation tool for project partners and implementation plan		

	Establish data collection guidelines for project activities to inform logic model/evaluation of victims served, needs identified, services provided, outcomes measured, etc. for project partners		
	Establish victim/survivor participation criteria in conjunction with project partners		
	Develop victim/survivor interview/focus group questions		
	Develop service provider interview/focus group questions		
	Provide a first progress report at the end of the first 3 quarters		
Items	Deliverables: Quarter 4 (July, 2021-September 30, 2021)	Payment Number	Payment Amount
		4	\$7,275
	Submit quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Semi-annual progress report, summarizing research activities, as required by OVC		
	Conduct interviews with project partners to obtain data and process flow details		
	Submit/approve research with Human Participants Protocol through the Barry University Institutional Review Board		
	Develop victim/survivor interview/focus group questions		
	Develop service provider interview/focus group questions		
	Conduct victim service provider focus group and/or interviews		
Items	Deliverables: Quarter 5 (October 1, 2021-December 31, 2021)	Payment Number	Payment Amount
		5	\$7,275
	Submit Quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		

	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct interviews with project partners to obtain data and process flow details		
	Submit/approve research with Human Participants Protocol through the Barry University Institutional Review Board		
	Conduct victim service provider focus group and/or interviews		
Items	Deliverables: Quarter 6 (January 1, 2022-March 31, 2022)	Payment Number	Payment Amount
		6	\$7,275
	Submit quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct victim service provider focus group and/or interviews		
	Provide a second progress report/preliminary outcome evaluation report at the end of the 6th quarter		
	Semi-annual progress report, summarizing research activities, as required by OVC		
Items	Deliverables: Quarter 7 and Quarter 8 (April 1, 2022-September 30, 2022)	Payment Number	Payment Amount
		7	\$7,275
	Submit quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, as needed		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Conduct interviews with project partners to obtain data and process flow details		

Items	Deliverables: Year 4 (October 1, 2022-September 30, 2023)	Payment Number	Payment Amount
		8	\$7,275
	Submit quarterly financial report to COUNTY		
	Attend and actively participate in required meetings, conference calls, technical assistance events, and trainings, on a quarterly basis including Quarterly Task Force Meetings (Present at 1 Quarterly Task Force Meeting/Share Data-Evaluation Report)		
	Continually assess the project's progress and direction, provide verbal and/or written feedback, as needed		
	Evaluation of Victim Tool		
	Concept Mapping Evaluation		
	Pre/Post Test Analysis (Community Education/Awareness)		
	Annual Action Research Report (October 2022), as required by OVC		
	Provide a draft final evaluation report for input from project partners		
	Provide a final evaluation report.		

Programmatic Requirements:

- A. The design, conduct, or reporting of research and evaluation funded by this grant, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of CONSULTANT's staff, and/or sub recipients responsible for the research and evaluation.
- B. CONSULTANT agrees to be bound by and comply with the requirements of the Department of Justice, Office of Justice Programs, Office for Victims of Crime Standard Conditions as outlined in attached Exhibit C, incorporated herein by reference and made part of this agreement.
- C. The Department of Justice encourages grantees and their respective project evaluation partners to disseminate project findings through professional publications, conference presentations, and training opportunities in an effort to inform the literature, increase practice knowledge, and improve national-level efforts to collaboratively combat human trafficking.

EXHIBIT "B-1"**SCHEDULE OF PAYMENTS**

The total compensation for the project is **\$54,999.00** paid throughout the contract period based on the time intervals outlined in the table below. The CONSULTANT understands and agrees to submit invoices and required documentation within 30 days following the end of the preceding quarter as outlined below. CONSULTANT understands and agrees that the quarterly invoice amount shall not exceed the total cost allocated per quarter amount shown below. Travel in support of the project is included in the total compensation/quarterly billing schedule and amounts. The final payment will not be paid until all deliverables are met.

COUNTY will reimburse CONSULTANT at a fixed price each invoice period. CONSULTANT will include a written description of activities conducted in support of the project during the invoice period and support documentation. Support documentation for the activities described in the invoice may include copies of work product developed (in draft or final form), meeting attendance sheet, meeting agendas, assessment results, planning instruments, or other similarly related documents.

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of key deliverables and collaboration with project partners. Deliverables shall be verifiable and defined as participation in initiative required activities and events as measured by: completion of assigned project tasks within established timeframe, documentation of meetings/training attended, and participation in teleconference calls or web-based events.

When submitting the invoice request, ensure that the following language is included on the signed cover page of the invoice: *By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Invoice #	Invoicing Period	Quarterly (fixed rate)
1	Quarter 1	\$4074.00
2	Quarter 2	\$7275.00
3	Quarter 3	\$7275.00
4	Quarter 4	\$7275.00
5	Quarter 5	\$7275.00
6	Quarter 6	\$7275.00
7	Quarter 7 and Quarter 8	\$7275.00
8	Year 4	\$7275.00