Agenda Item: **3E-3** 

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

· · · · · · · · · · · · · · · · · · ·	[X] Conse [ ] Ordina		Regular Public Hearing
Department	L J Oranic		
Submitted By: Community Services	<u>3</u>		
Submitted For: Human Services Divi			
I. EXEC	CUTIVE BRIE	<u> </u>	
Motion and Title: Staff recommends Contract for Provision of Financial Assis Palm Beach County, Inc. (R2010-1635) and increasing the agreement amount b to exceed \$213,352, for emergency shell	stance with T , extending th y \$40,838, fo	he Center f ne end date r a new tota	or Family Services of to January 31, 2012 Il contract amount not
Summary: The Division of Human Services to coordinate emergency after and case management until alternate Family Services has confirmed anticip contract amount of \$172,514 by Septe funds are to ensure that these services Center is operational. These are ad v (Human Services) Countywide (TKF)	r-hours shelte arrangements pating comple ember 30, 20 es are availal	r placements can be mate expendited the expendited the extended the ex	t, food, transportation nade. The Center for ture of the amended ension and additional Homeless Resource
Background and Justification: Since Beach County has provided emergency developed as a result of a Board Dire services after hours for families. Fam emergency shelter program for those contract has been renewed annually for	shelter to hor ective regardi ilies are plac homeless pe	neless perse ng homeles ced through rsons refer	ons. The contract was sness and accessing Project REACH, an
Attachments: Amendment No. 2			
Recommended By:	htt.	=======	8/28/11
Department Di	rector	·	′ Dáte
Approved By:  Assistant County A	Administrato	<del>-</del>	8/3 / / / Date

### II. FISCAL IMPACT ANALYSIS

A. Fiv	ve Year Summary o	of Fiscal Impa	ict:		
Fiscal	l Years	2011	<u>2012</u>	<u>2013</u>	2014
Opera Extern Progra	al Expenditures ating Costs nal Revenue am Income (County ad Match (County)	y)	40,838		
NET F	ISCAL IMPACT		40,838		
POSIT	DITIONAL FTS FIONS (Cumulative Included In Curre et Account No.:	ent Budget: \			No Obj. 3401
Duag	et Account No	Program Co			eriod: <u>FY11/12</u>
В.	Recommended Sc	ources of Fur	nds/Summary	of Fiscal Im	pact:
	Departmental Fisca		Taruna N EW <u>COMMEN</u>	<b>Ø</b> 2.	3/11
A.	OFMB Fiscal and/	or Contract A	Administratio	n Comments	:
	OFMI	1 <i>0</i> 2 8/5	lu	Contract Ac	J. Jawa 8/30/
B.	Legal Sufficiency	:	)		s amendment complies with
0	Assistant (	Sounty Attor	<u>2///</u> ney	our	review requirements.
C.	Other Department	t Review:			
	Departmen	t Director		<del>-</del>	
	This summary is no	ot to be used a	as a basis for	payment.	

### AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS AMENDMENT TO THE	CONTRACT FOR	PROVISION OF	FINANCIAL
ASSISTANCE (R2010 1635, dated	d October 19, 2010)	made and entere	ed into at West
Palm Beach Florida, on this	day of	,2011 b	y and between
PALM BEACH COUNTY, a politi	ical subdivision of f	the State of Flori	ida hereinafter
referred to as "COUNTY" and The	Center for Family	Services of Palm	<u>Beach County,</u>
Inc. hereinafter referred to as the	AGENCY, a not-for-	-profit corporation	, entitled to do
business in the State of Florida, v	vhose address is Th	ne Center for Fam	nily Services of
Palm Beach County, Inc., 4101 Pal	rker Avenue, West F	Palm Beach, Florid	da 33405.

### WITNESSETH:

**WHEREAS**, the Center for Family Services of Palm Beach County, Inc. has had an increased demand for emergency shelter services to homeless families; whereas the need exists to amend the contract to increase the total contract amount.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract entered into on October 19, 2010 is hereby amended as follows:

- I. Article 2 is hereby amended to read, The AGENCY shall commence services on October 1, 2010 and complete services on January 31, 2012.
- II. Article 3 is hereby amended to read, an amount not to exceed <u>Two Hundred Thirteen Thousand Three Hundred Fifty-Two Dollars (\$213,352).</u>
- III. Article 3 is hereby amended by removing section 6 and to read, The AGENCY is obligated to provide the COUNTY with the properly completed request for all funds paid relative to this Contract no later than February 5, 2012. Any amounts not submitted by February 5, 2012, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- IV. Article 13 is hereby amended to read, Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records.
- V. Exhibit "A" is hereby replaced by "A-2" attached hereto and made a part thereof
- VI. Exhibit "C" is hereby replaced by "C-2" attached hereto and made a part thereof.

### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to this amendment.

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

**IN WITNESS WHEREOF,** the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:			
Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State o Florida		
	BOARD OF COUNTY COMMISSIONERS		
BY:Clerk & Comptroller	BY: Karen T. Marcus, Chair		
WITNESS:	AGENCY:		
Signature Seem	The Center for Family Services of Palm <u>Beach County, Inc.</u> AGENCY's Name Typed		
·			
Stanton F. Collemer Name Typed	BY: <u>Arcla Keslie</u> Signature		
59-1084179 AGENCY's Federal ID Number	Dorla Leslie AGENCY's Signatory Name Typed		
	Executive Director		
	AGENCY's Signatory Title Typed		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS Department of Community Services		
Assistant County Attorney	By: Channell Wilkins Director, Community Services		

Page 3 of 3

### SCOPE OF WORK

### **BACKGROUND INFORMATION:**

This contract is being developed as a result of a Board Directive regarding homelessness and accessing information and services after hours for families.

# DESCRIPTION OF EMERGENCY SHELTER WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. AS OUTLINED IN EXHIBIT B:

Emergency Shelter and Support Services will be provided to homeless individuals/families. These individuals/families will be placed through Project REACH, an Emergency Shelter Program for The Center for Family Services of Palm Beach County. Priority will be given to those homeless families referred after 5 PM or on weekends. The services to be provided are outlined in the proposal (**Exhibit B**). The total amount available for Emergency Shelter and Support Services is not to exceed \$213,352.

### STANDARDS OF CARE:

The provider must comply with the Standards of Care related to emergency shelter. (Exhibit F).

### **DELIVERABLES:**

**Deliverable 1:** 100% of the households served will be assessed by use of the local Continuum of Care Universal Assessment upon the first face to face contact with the Program Reach Case Manager which will be entered into CMIS.

**Demonstration:** At the time of on-site program monitoring, a copy of the Universal Assessment will be available for review in the client file.

**Deliverable 2**: 100% of the households served will have an initial Client Plan of Action and a review of the actions identified on the plan every 30 days.

**Demonstration**: At the time of on-site program monitoring, the Client Plans will be contained in individual case records and available for review.

**Deliverable 3:** 70% of the households served will be referred for HPRP assistance within ten days of entering the program.

**Demonstration**: At the time of on-site program monitoring, the HPRP referral documentation will be available in the client file for review.

**Deliverable 4:** 50% of the households served will exit the program in 30 days or less.

**Demonstration**: At the time of on-site program monitoring, completed discharge summaries demonstrating the length of stay will be available in the client file for review.

**Deliverable 5:** 100% of households remaining in shelter over 30 days will have a completed Universal Assessment upon exit which will be entered into CMIS.

**Demonstration:** At the time of on-site program monitoring, a copy of the exit Universal Assessment will be available for review in the client file.

### **MONITORING / REPORTING:**

A monthly desk audit by the County will be completed to determine programmatic and fiscal compliance.

Monitoring of Emergency Shelter will be completed by the County annually.

### SCHEDULE FOR PAYMENTS/ BILLING:

By the 10<sup>th</sup> of each month the following must be submitted for payment:

- 1. Monthly Expenditure Report (Exhibit D)
- 2. Monthly Allocation Worksheet (Exhibit C1)
- 3. Exhibit E must be submitted on agency letterhead certifying all expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by **February 5, 2012.** 

### SCHEDULE FOR PAYMENT AND UNITS OF SERVICES

Agency: Center for Family Services

**Program: Emergency Assistance Program** 

Definition of a Unit of Service for Emergency Shelter	Number of Units of Service	Cost Per Unit of Service
A unit of service is defined as Emergency Assistance that includes days in Hotel/Motel Placement, Case Management and Data Entry into CMIS, Food Vouchers, and Bus Passes for clients placed in emergency shelter.	4,267.04	\$50
TOTAL FINACIAL ASSISTANCE		\$213,352

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by The Center for Family Services directly in connection with The Center for Family Services performance of its duties and Scope of Work pursuant to this Contract.

The following must be available during on-site program monitoring: Hotel/Motel Invoices for clients placed and copies of cancelled checks verifying payment. Copies of all Bus Passes and Food Vouchers purchased along with proof of purchase. Bus Pass and Food Voucher Logs with client initials and date of receipt of bus pass and food voucher.



### CERTIFICATE OF LIABILITY INSURANCE

OP ID DS

DATE (MM/DD/YYYY)

03/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Brown & Brown of Florida, Inc PHONE (A/C, No, Ext): E-MAIL (A/C, No): Suite 400 1401 Forum Way West Palm Beach FL 33401 ADDRESS: PRODUCER CUSTOMER ID #: CENTE-4 Phone: 561-686-2266 Fax: 561-686-2313 NAIC # INSURER(S) AFFORDING COVERAGE Philadelphia Indemnity Ins Co INSURER A : Center for Family Services of Palm Beach County, Inc. 4101 Parker Avenue West Palm Beach FL 33409 10834 Comp Options Ins Co INSURER B: INSURER C INSURER D : INSURER E :

INSURER F **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) s 1,000,000 GENERAL LIABILITY \$100,000 PHPK690100 03/01/11 03/01/12 X COMMERCIAL GENERAL LIABILITY Α \$5,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY X s3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 03/01/11 03/01/12 PHPK690100 X ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE \$ (Per accident) Х HIRED AUTOS NON-OWNED AUTOS Х \$1,000,000 EACH OCCURRENCE UMBRELLA LIAB PHUB337594 03/01/11 03/01/12 X OCCUR Α X EXCESS LIAB \$1,000,000 AGGREGATE CLAIMS-MADE DEDUCTIBLE 10,000 Х X RETENTION \$
WORKERS COMPENSATION X WC STATU-TORY LIMITS 01B43215D14100 10/01/10 10/01/11 WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? Y/N \$1,000,000 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Ded. \$1,000 \$100,000 PHPK690100 03/01/11 03/01/12 Α Crime 3,000,000 \$1,000,000 PHPK690100 03/01/11 03/01/12 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Division of Human Services are named Additional Insured with respects to General Liability as required by written contract. Umbrella Policy Follows Form.

PBCDHS1 Palm Beach County Division of

Human Services Attn: Carol Shaffer; Contracts

810 Datura St. Ste 350 West Palm Beach FL 33401

HOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

OF HUMAN

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EFOCH COUNT

ON

AUTHORIZED REPRESENTATIVE

CANCELLATION

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ACORD 25 (2009/09)

CERTIFICATE HOLDER

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