

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Consulting Services for Application, Implementation and Monitoring of Department of Children and Families (DCF) Temporary Assistance to Needy Families (TANF) 2 for 1 Matching Grant for Community Based Care Start up Costs

DEPARTMENT: Community Services **DIVISION:** Administration

AUTHORIZED BY: Phillip C. Stalvey **CONTACT:** Phillip C. Stalvey **EXT.** 3100

Agenda Date <u>3/25/03</u> Regular X Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
--

MOTION/RECOMMENDATION:

Approve agreement with Public Consulting Group (PCG), Inc to make application, implementation and monitoring with DCF for the TANF 2 for 1 Community Partnership Matching Grant Program and authorize Chairman to execute all related agreements and documents. (Not to exceed \$59,547)

BACKGROUND:

In FY 01/02, the Florida Legislature created F.S. 409.16745, in an effort to creatively use unspent TANF funds, passed the Community Partnership Matching Grant Program (TANF 2 for 1). Local government entities are invited to participate and receive up to \$2 million in TANF matching funds if they agree to provide \$825,000 in start-up funds to support their local Community-Based Care Lead Agency. Seminole County supports many TANF eligible activities with current General Revenue sources. The consultant will identify these sources as TANF eligible (services designed to strengthen families and prevent child abuse and neglect) and invoice DCF TANF for reimbursement during the grant period from 7/1/02 to 12/31/03. These reimbursements will be utilized to only fund a nine month start up period in the amount \$825,000 to the local lead agency. Funding to the lead agency by the county will be contingent on awarded grant dollars only. The remainder is projected to be between \$825,000 and \$1,175,000, and can be utilized by the county as unallocated general revenue dollars.

The Purchasing and Contract Division intent is to piggyback off the Brevard County Agreement with PCG for a not-to-exceed sum of \$59,547 using a purchase order. Community Services and Fiscal/Purchasing recommend the Board to approve project.

The cost of the vendor contract will be an eligible reimbursement of these general revenue funds. The application portion of the contract or Phase 1 is \$9,785 and will be paid from Drug Trust Fund dollars. Implementation and Monitoring or Phase 2 is \$49,762 and will be paid from the grant reimbursements.

Reviewed by:
Co Atty: _____
DFS: <u>UA</u> _____
Other: _____
DCM: <u>SS</u> _____
CM: <u>DO</u> _____
File No. <u>RCS-1</u>

**AGREEMENT BETWEEN BREVARD COUNTY AND
PUBLIC CONSULTING GROUP, INC.
TO PROVIDE CONSULTING AND TECHNICAL ASSISTANCE**

THIS AGREEMENT, is made and entered into this 9th day of January, 2003, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Brevard County", for the benefit of its Housing and Human Services Department, and Public Consulting Group, Inc., hereinafter referred to as the "PCG," having its mailing address at 148 State Street, Tenth Floor, Boston, MA 02109, (617) 426-2026.

WITNESSETH

WHEREAS, the County is desirous of obtaining the services of a vendor with experience and capacity to pursue application, implementation and monitoring for the Department of Children and Families TANF 2 for 1 Match Legislative authorized for Community Based Care under the Community Partnership Matching Grant Program; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

This Agreement will guide PCG's performance of services to assist Brevard County in the Application, Implementation and Monitoring of Florida Department of Children and Families Community Partnership Matching Grant (TANF 2 for 1).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

A. Scope of Services: To be Provided to the Brevard County Board of County Commissioners

The major work steps that are necessary to successfully complete this project are listed below.

Phase I – Develop the Technical Assistance for Needy Families TANF 2 for 1 Application for Brevard County

- Identify Programs Funded by Brevard County that Meet TANF Goals.
- Identify Total Brevard County Funding (from Housing and Human Services Dept, Recreation Dept, etc) to be Included in the TANF 2 for 1 program.
- Draft the Community Partnership Match Grant Program Application with Programmatic Assistance from Brevard County.
- Assist Brevard County in Developing a Contract with the Community Based Care Lead Agency – (A Commitment of Funding is Required as Part of the Application).

Phase II – Prepare TANF 2 for 1 Invoices and Programmatic Reports and Monitor Provider Compliance with TANF Rules

- Review Selected Programs to Ensure Compliance with TANF and DCF Documentation Requirements.
- Act as the Brevard County Fiscal Agent for the TANF 2 for 1 Program and Prepare and Submit all TANF Invoices on the County's Behalf.
- Prepare TANF Program Reports and Submit to DCF on a Quarterly Basis.
- Interact with DCF Representatives as Necessary Behalf of Brevard County.
- Track the Receipt of TANF Funds to Brevard County.
- Maintain Documentation to Support DCF Monitoring.
- Work with Providers to Ensure that Client Documentation is In Place for TANF 2 for 1 Programs.
- Prepare Final Reports and Participate in DCF Monitoring at the Conclusion of the Grant Period.
- Provide Brevard County quarterly reports of activities.

B. Terms of the Contract:

This PSA is for PCG to provide consulting services and technical assistance to the Brevard County Housing and Human Services Department for the period between January 9, 2003 and December 31, 2003. Either party may terminate this Agreement upon thirty days (30) written notice to the other party. Phase II of this contract is predicated upon grant award of Phase I and costs associated with these terms are listed in addendum A and B. Said notice shall be faxed or delivered to the designated addresses for the agency or consultant as specified herein.

PCG may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of Brevard County.

This agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties. Any alterations, variations, modifications or waivers shall only be valid when they have been put in writing and signed by the parties herein.

PCG may perform the Services according to its schedule at the Brevard County offices or at any other location.

PCG shall comply with the Brevard County written procedures regarding security, confidentiality, format of documents, use of equipment, use of facilities and record keeping, or any applicable requirement to ensure the Services and any work product are performed in a manner capable of being incorporated into the operations of Brevard County.

C. Liability and Insurance:

PCG shall indemnify and hold harmless the County and its agents and employees IAW FL Statute Title XLV Torts, Chapter 768.28 from and against all claims, damages, losses and expenses, including

attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the agency, or anyone directly or indirectly employed by the agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County or any of its agents or anyone directly or indirectly employed by the agency, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

The parties further acknowledge that PCG will rely on the accuracy of the information provided by the County for the purpose of carrying out its responsibilities under this agreement and that reliance on such information does not, by itself, constitute an act or omission of PCG within the meaning of this paragraph.

D. Insurance:

PCG, at its own expense, shall keep in force and at all times maintain during the term of this Agreement.

GENERAL LIABILITY INSURANCE. General Liability issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.

PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance, in an amount not less than \$1,000,000.00 per claim, to cover its liabilities arising from activities performed under this Agreement.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability coverage shall be in the minimum amount of \$1,000,000.00 combined single limits for bodily injury and Property Damage per accident.

WORKERS' COMPENSATION COVERAGE. Full and complete Workers' Compensation Coverage, as required by State of Florida Law, shall be provided.

INSURANCE CERTIFICATES. PCG shall provide the County with Certificate(s) of Insurance on all the policies of Insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The Brevard County Housing and Human Services Department similarly agrees to indemnify and hold PCG and its officers, agents, employees and subcontractors harmless for all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against PCG based on any act or omission of the Brevard County Housing and Human Services Department under this agreement; provided that such indemnification shall not exceed the fees paid to PCG under this Agreement.

E. Project Cost and Payment

Brevard County Housing and Human Services Department agrees to pay PCG a sum not to exceed \$59,547 (Project Costs and workplan as addendum A,B and C) for the project, inclusive of all fees and travel expenses. PCG will provide the Board with invoices for services provided with major accomplishments identified. Brevard County Housing and Human Services Department will pay PCG's invoices within forty-five (45) days of receipt, in compliance with the Florida Prompt Payment Act (§ 218.70, et. Seq. Florida Statutes (2002)).

F. Attorneys' Fees and Costs:

In the event of any legal action to enforce the terms of this contract each party shall bear its own attorneys' fees and costs.

G. Right to Audit Records:

In the performance of this Agreement, PCG shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by PCG for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

H. Copyrights:

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Grantee in the United States or any other country.

I. Unauthorized Alien Workers:

Brevard County will not intentionally award publicly-funded contracts to any Agency who knowing employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

J: Federal Tax ID Number:

PCG shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

K. Supplanting:

PCG shall not use County funds to supplant normal operations and services currently being provided or to supplant other funds.

L. Compliance with Statute:

PCG shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements, of all local, county, state, and federal governmental bodies, as applicable.

M. Civil Rights:

PCG agrees to fully comply with Titles VI and VII of the Civil Rights Act of 1964, as amended to date, with Executive Orders 11246 and 11375 entitled "Equal Employment Opportunity," supplemented by U.S. Department of Labor regulations 41 CFR Part 60 and with Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC 794.

N. Modifications:

This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and PCG and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

O. Entirety:

This Agreement represents the understanding between the parties in its entirety and no other Agreements of like nature, either oral or written, exist between PCG and the County.

P. Governing:

This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder shall be governed by the laws of the State of Florida.

Q. Venue:

Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

R. Employment:

PCG shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

S. Construction Of Agreement:

The parties hereby acknowledges that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

Notice: Notice under this Agreement may be given to the County by sending written notification by certified mail or hand delivery to the office of the County Manager, 2725 Judge Jamieson Way, Melbourne, Florida 32940 and written notice shall be given to the Public Consulting Group, Inc. by sending written notice by certified mail or hand delivery to John Shaughnessy, Manager, 148 State Street, Tenth Floor, Boston, MA 02109.

Brevard County Housing and Human Services Department and Public Consulting Group, Inc. agree to comply with the terms of this Professional Services Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on this 9th day of January, 2003.

BREVARD COUNTY, FLORIDA

ATTEST:

BY: Jackie Colon
Jackie Colon, Chairperson

BY: Scott Ellis
Scott Ellis, Clerk

AS APPROVED BY THE BOARD ON: OCT 29 2002

Public Consulting Group, Inc..

BY: John Shaughnessy
John Shaughnessy, Manager

STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 7th day of January, 2003, by John Shaughnessy who is TM personally known to me or has produced TM as identification and who did take an oath.

(NOTARY SEAL)

Kathleen F. Varrallo
Massachusetts
Notary Public - State of ~~Florida~~
My Commission Expires: July 4, 2008

*Reviewed as to form and legal content.
For the use reliance of Brevard County Government only.*

Barbara B. Ammer
Assistant County Attorney

Date: 1/02/03

1. PROJECT:		2. PCG TAX ID NUMBER	
PHASE I: Brevard County TANF 2 for 1 Application Assistance		042942913	
3. NAME OF CONSULTANT		4. DATE OF PROPOSAL	
Public Consulting Group, Inc.		20-Dec-02	
Part II - COST SUMMARY			
5. DIRECT LABOR (Specify labor categories)	ESTIMATE D HOURS	HOURLY	ESTIMATED TOTALS
Katie Luddy, Business Analyst	8	\$ 100	\$ 800
Michelle Prior, Senior Consultant	16	\$ 165	\$ 2,640
Jay Murphy, Consultant	34	\$ 140	\$ 4,760
Stuart Kaufman, Compliance Officer	2	\$ 165	\$ 330
DIRECT LABOR TOTAL:	60		\$ 8,530
6. INDIRECT COSTS (Specify indirect cost pools):	ESTIMATE D HOURS	RATE	ESTIMATED COST
Corporate Administrative Support	4	\$ 45	\$ 180
			\$ -
			\$ -
INDIRECT COSTS TOTAL:			\$ 180
7. SUBTOTAL DIRECT/ INDIRECT COSTS (Items 5&6)			\$ 8,710
PART III - REIMBURSABLES			
8. A. TRAVEL			ESTIMATED COST
(1) TRANSPORTATION (including Air fare & Rental Car)			691
(2) PER DIEM (including Hotel, Meals, etc.)			384
TRAVEL SUBTOTAL:			\$ 1,075
B. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST
Graphics Supplies			
Copying Supplies			
Fedex Charges			
EQUIPMENT SUBTOTAL:			
C. SUBCONTRACTS			ESTIMATED COST
N/A			
SUBCONTRACTS SUBTOTAL:			\$ -
D. OTHER			ESTIMATED COST
			\$ -
			\$ -
			\$ -
OTHER SUBTOTAL:			\$ -
9. REIMBURSABLES SUBTOTAL (Items 8A, B, C, & D)			\$ 1,075
PART IV - SUMMARY			
10. TOTAL (lines 7, 8, & 10)			\$ 9,785

1. PROJECT:		2. PCG TAX ID NUMBER	
PHASE II: Brevard County TANF 2 for 1 Implementation and Monitoring Support		042942913	
3. NAME OF CONSULTANT		4. DATE OF PROPOSAL	
Public Consulting Group, Inc.		20-Dec-02	

Part II - COST SUMMARY

5. DIRECT LABOR (Specify labor categories)	ESTIMATE D HOURS	HOURLY	ESTIMATED	TOTALS
Katie Luddy, Business Analyst	144	\$ 100	\$ 14,400	
Michelle Prior, Senior Consultant	26	\$ 165	\$ 4,290	
Jay Murphy, Consultant	175	\$ 140	\$ 24,500	
DIRECT LABOR TOTAL:	345			\$ 43,190
6. INDIRECT COSTS (Specify indirect cost pools):	ESTIMATE D HOURS	RATE	ESTIMATED COST	
Corporate Administrative Support	4	\$ 45	\$ 180	
			\$ -	
			\$ -	
INDIRECT COSTS TOTAL:				\$ 180
7. SUBTOTAL DIRECT/ INDIRECT COSTS (Items 5&6)				\$ 43,370

PART III - REIMBURSABLES

8. A. TRAVEL		ESTIMATED COST	
(1) TRANSPORTATION (including Air fare & Rental Car)		4,319	
(2) PER DIEM (including Hotel, Meals, etc.)		2,073	
TRAVEL SUBTOTAL:		\$ 6,392	
B. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST
Graphics Supplies			
Copying Supplies			
Fedex Charges			
EQUIPMENT SUBTOTAL:			
C. SUBCONTRACTS			ESTIMATED COST
N/A			
SUBCONTRACTS SUBTOTAL:			\$ -
D. OTHER			ESTIMATED COST
			\$ -
			\$ -
			\$ -
OTHER SUBTOTAL:			\$ -
9. REIMBURSABLES SUBTOTAL (Items 8A, B, C, & D)			\$ 6,392

PART IV - SUMMARY

10. TOTAL (lines 7, 8, & 10)	\$ 49,762
---	------------------

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY PARTNERSHIP MATCHING GRANT PROGRAM**

GOAL: To Assist the Brevard County in Drawing Down TANF Funds through the Community Partnership and Matching Grant Program

OBJECTIVES: To Assist in the Completion of the Community Partnership Grant Application Package
 To Identify County Funded Programs that May Serve as Match for TANF
 To Act as Fiscal Agent to Compile and Submit TANF Invoices and Related Reports for the County
 To Assist the County to Prepare for DCF Monitoring of the TANF 2 for 1 Program

OUTCOMES: Completed Grant Application Submitted to DCF
 Detailed TANF Invoicing Procedures and Audit Binder
 Receipt of TANF Revenues by CSC of St. Lucie
 Readiness for DCF Monitoring Visit

Activity	Task Description	Responsibility	Hours	Cost	Comments
----------	------------------	----------------	-------	------	----------

I Complete TANF Application and Assist in Drafting of Lead Agency Agreement

101	Perform Preliminary Assessment of County-funded Program Contracts and Budget information - Obtain from County the contract descriptions and aggregate program budgets for prospective programs	J. Murphy	8	\$1,120	
102	Determine County-funded Programs Whose Services Meet One of Four TANF Goals - Determine if Brevard County has requisite \$2 million in expenditures - Determine preliminary program mix to be included on TANF 2 for 1 invoices	M. Prior J. Murphy	4 8	\$660 \$1,120	
103	Draft Brevard County TANF 2 for 1 Application and Submit to DCF for Approval - Obtain requisite forms from Brevard County representatives - Represent Brevard County in any ongoing discussions/negotiations with DCF	M. Prior J. Murphy K. Luddy	8 12 8	\$1,320 \$1,680 \$800	
104	Assist in Drafting Brevard County Interagency Agreement with County Lead Agency - Circulate draft agreement to County legal counsel for review	M. Prior J. Murphy S. Kaufman	4 6 2	\$660 \$840 \$330	
		Phase I Total	60	\$8,530	

Activity	Task Description	Responsibility	Hours	Cost	Comments
II Confirm All Funded Programs that May Serve as TANF Match					
201	Confirm Programs That Will Serve as TANF Match	M. Prior	10	\$1,650	
	- Assess program services, detailed budgets, client populations, and outcomes	J. Murphy	14	\$1,960	
	- Review detailed budgets to ensure TANF eligible expenditures are made with County GR	K. Luddy	8	\$800	
	- Identify key contact persons at each targeted program				
202	Develop Matrix of Targeted Programs	J. Murphy	4	\$560	
	- Identify Probability for TANF Funding	K. Luddy	10	\$1,000	
	- Review Matrix with County Staff				<i>Perform On Site Reviews</i>
202	Perform Site Visits and Review Client Information Maintained at Targeted Programs	J. Murphy	16	\$2,240	
	- Assess recordkeeping and readiness for DCF monitoring readiness	K. Luddy	16	\$1,600	
	- Review client information reporting protocols with County and provider staff				
203	Provide Periodic Status Reports for County as to PCG Progress on the Initiative	K. Luddy	16	\$1,600	<i>Ongoing for Duration of Project</i>
III Prepare TANF Invoices and Program Reports for DCF					
301	Gather Client Eligibility Information From Program Staff	J. Murphy	5	\$700	<i>On a Monthly or Quarterly Basis</i>
	- Nature of information depends on TANF Goal toward which County dollars are expended				
302	Review Client Information to Ensure that TANF Requirements are Satisfied	M. Prior	16	\$2,640	<i>On a Monthly or Quarterly Basis</i>
	- Contact programs, if necessary, to request additional information	J. Murphy	16	\$2,240	
		K. Luddy	8	\$800	
303	Prepare TANF Program Reports for DCF	J. Murphy	8	\$1,120	<i>On a Quarterly Basis</i>
		K. Luddy	10	\$1,000	
304	Gather Program Expenditure Information From Participating County Departments	J. Murphy	20	\$2,800	<i>On a Monthly or Quarterly Basis</i>
	- Determine Total TANF Reimbursable Expenditures	K. Luddy	12	\$1,200	
305	Prepare Invoice for TANF Reimbursement for DCF	J. Murphy	24	\$3,360	<i>- On a Quarterly Basis</i>
		K. Luddy	24	\$2,400	
306	Submit Invoice to DCF	J. Murphy	12	\$1,680	<i>- On a Monthly or Quarterly Basis</i>
307	Monitor CSC Receipt of TANF Funds From DCF	K. Luddy	16	\$1,600	<i>- On an Ongoing Basis</i>

Activity	Task Description	Responsibility	Hours	Cost	Comments	
<i>IV Prepare Audit Materials to Support TANF Invoices During DCF Monitoring Process</i>						
401	Compile Audit Preparation Notes, Invoice Forms, Program Reports, and All Supporting Back-Up Documentation Into an Inclusive Audit Binder	J. Murphy K. Luddy	16 24	\$2,240 \$2,400		
402	Provide On-Site Facilitation of DCF Monitoring Visit - Facilitate Entrance Interview, Site Visits, and Exit Interview - Represent Brevard County to DCF Monitors	J. Murphy	40	\$5,600		
			Phase II Total	345	\$43,190.00	
			Total	405	\$51,720.00	