



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Personal Services					
Operating Expenses					
Capital Outlay					
External Revenues	(\$43,595)	(\$167,564)			
Grants & Aids	79,314	\$257,597			
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>\$35,719</b>	<b>\$90,033</b>			

**# ADDITIONAL FTE POSITIONS (Cumulative)**

	0	0	0	0	0
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Is Item Included In Current Budget? Yes        No  X   
 Is this item using Federal Funds? Yes  X  No         
 Is this item using State Funds? Yes        No  X

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5704 Obj. 8101  
 Rev No: Fund 1436 Dept. 662 Unit 5704 Rev. 8000/3129

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

**Grant:** DOJ Crisis Stabilization & Reentry - 15PBJA-22-GK-04898-CSCR

**Fund:** Justice Service Grant

**Unit:** DOJ Crisis Stabilization & Reentry

\*The amounts allocated for positions for each fiscal year are based on estimates provided by the City of Riviera Beach. Unspent funds from FY24 will be carried forward to FY25.

	FY24 BJA	FY24 Ad Valorem	FY25 BJA	FY25 Ad Valorem
Case Manager	\$12,480	\$0	\$51,418	\$0
Peer Advocate	\$10,400	\$10,400	\$42,848	\$42,848
Fringe Benefits	\$10,715	\$4,784	\$43,298	\$19,710
Support Services	\$10,000	\$15,000	\$30,000	\$9,500
Admin Cost (7.5%)	\$0	\$5,535	\$0	\$17,975
<b>TOTAL EXP</b>	<b>\$43,595</b>	<b>\$35,719</b>	<b>\$167,564</b>	<b>\$90,033</b>

Digitally signed by Marianela Diaz  
 DN: DC=org, DC=pbogov, OU=Enterprise, OU=PSD, OU=Users, CN=Marianela Diaz, E=MDiaz@pbogov.org  
 Date: 2024.07.30 09:47:54-04'00'

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB VS 7130  
 VS 8114  
 8/19/24

*[Signature]*  
 Contract Dev. And Control  
 8/19/24

**B. Legal Sufficiency:**

*[Signature]*  
 8/19/24  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**Summary: Continued from page 1.**

**Summary:** Palm Beach County's (PBC) Public Safety Department Division of Justice Services contracts with providers to coordinate reentry services to those returning to PBC from incarceration. On November 9, 2022, PBC Reentry was awarded Grant #15PBJA-22-GK-04898-CSCR) (CFDA#16.812) through BJA in the amount of \$750,000 for FY23-25. The contract with the City of Riviera Beach is offset by \$211,159 in BJA grant funds and \$125,752 in ad valorem funds which will be used to support the City of Riviera Beach to enhance and implement clinical services and other evidence-based responses to improve reentry, reduce recidivism, and address the treatment and recovery needs of the people with mental health, substance use, or co-occurring disorder who are currently involved in the criminal justice system or were formerly involved. Through additional partnerships with State agencies, community providers, and non-profit and faith based organizations, this funding will allow our local government to enhance reentry and behavioral health services for our underserved communities in the Glades area. As part of the FY24 budget process, a supplemental request was approved allocating a recurring \$100,000 to increase the number of individuals served. Funding is retroactive to September 1, 2024. **District 6 (RS)**

**Background and Justification:** PBC has developed a Strategic Plan for providing effective and coordinated reentry services to those returning from incarceration. The programs are intended to reduce recidivism among returning residents who are transitioning back to PBC as well as reduce future victimization, enhance public safety and improve the lives of communities, victims, and returning residents.

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CONTRACT FOR

ADULT REENTRY SERVICES

CITY OF RIVIERA BEACH

This Contract is made as of the 10th day of September, 2024, 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 CITY OF RIVIERA BEACH

a Municipality Located in the County authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-6000417

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

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide ADULT REENTRY SERVICES as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be NICOLE BISHOP, telephone no. 561-355-1723

The ENTITY'S representative/liaison during the performance of this Contract shall be ORIE BULLARD, telephone no. 561-386-3513

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on SEPTEMBER 1, 2024 and complete all services by SEPTEMBER 30, 2025. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on SEPTEMBER 1, 2024, notwithstanding the date the contract is executed by the Board of County Commissioners

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ENTITY

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of THREE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED ELEVEN Dollars (\$ 336,911 ). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will



or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITY'S. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ENTITY or without cause upon ten (10) business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY 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 ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**The following language only applies if the EBO Ordinance applies to the Contract:**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of the Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of ENTITY from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small, minority, women owned business enterprise (S/M/WBE) participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The ENTITY must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Attachment 1**, including the County's Request for Proposals (RFP) and the specifications set forth in ENTITY's response to the RFP, which are both incorporated herein by reference. Failure to comply with this article is a material breach of this Contract. **(NOTE: If ENTITY has agreed to provide an API percentage that is higher than what was required**

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by the County's Goal Setting Committee, then you must also state what the ENTITY has agreed to on the API page, Attachment 1.)

ENTITY shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by the County's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

ENTITY shall pay subcontractors undisputed amounts within ten (10) days after County pays the ENTITY. In the event of a disputed invoice, the ENTITY shall send the subcontractor(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

ENTITY must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The ENTITY agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event ENTITY fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, ENTITY shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review ENTITY's records and interview subcontractors.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the ENTITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If ENTITY is not self-insured, ENTITY shall, at its sole expense, purchase and maintain in full



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force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should ENTITY purchase excess liability coverage, ENTITY agrees to include COUNTY as an Additional Insured.

The ENTITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should ENTITY contract with a third-party (sub-contractor) to perform any service related to the AGREEMENT, ENTITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include ENTITY and COUNTY as Additional Insureds. ENTITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the ENTITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the ENTITY of its liability and obligations under this Agreement.

#### **ARTICLE 11 - INDEMNIFICATION**

ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ENTITY.

This article shall survive termination or expiration of this Contract.

**The following indemnity language applies only to design professional contracts that are subject to section 725.08, Florida Statutes:**

The ENTITY shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the

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ENTITY, and other persons employed or utilized by the ENTITY, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

**The following indemnity language applies only to contracts with another government entity:**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, City of Riviera Beach shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the negligence of City of Riviera Beach in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This section shall survive termination or expiration of this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

**ARTICLE 14 - CONFLICT OF INTEREST**

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 21 - NONDISCRIMINATION**

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 ENTITY 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.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This

clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Stephanie Sejnoha, Director  
Public Safety Department  
20 South Military Trail  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the ENTITY, notices shall be addressed to:

Orie Bullard  
City of Riviera Beach  
2051 MLK JR BLVD, Suite #307  
Riviera Beach, FL 33404

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The ENTITY, ENTITY'S employees, subcontractors of ENTITY 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 ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY 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 ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY 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 ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 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 ENTITY 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.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S 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.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, 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.



**ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The ENTITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the ENTITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ENTITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 32 - COUNTERPARTS**

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

**ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

ENTITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY's subconsultant performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ENTITY shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. ENTITY shall maintain a copy of any such affidavit from a subconsultant 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 ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY 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, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

WITNESS:

[Signature]

Signature

Chic Bullard  
Name (type or print)

[Signature]

Signature

OSWALD NEWBOLD  
Name (type or print)

[Redacted]

The City of Riviera Beach  
Company Name

[Signature]  
Signature

Ronnie L. Felder  
Typed Name

Typed Name

Mayor  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

(corp. seal)



APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]

DAWN S. WYNN, ESQ.  
CITY ATTORNEY

DATE: 8/7/2024

**SCOPE OF WORK  
CITY OF RIVIERA BEACH**

**OVERVIEW**

Palm Beach County (PBC Reentry) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities with the overall objective to reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety. PBC Reentry is the recipient of funding from the local, state, and federal levels.

By entering into this Contract, the City of Riviera Beach (RB) agrees that it is a sub recipient of the funds provided to PBC from the U.S. Department of Justice. RB is subject to the terms and conditions for receipt of funds imposed by those entities.

**CLIENT ELIGIBILITY FOR ALL SERVICES**

Eligible reentry participants must be at risk of recidivating based on a PBC selected validated risk/needs assessment and be identified as having challenges and a need for reentry services. PBC Public Safety Reentry staff will refer eligible reentry participants to Riviera Beach. RB agrees to serve reentry participants returning to Belle Glade, Pahokee, and/or South Bay. Reentry participants **MUST** have completed the intake and assessment/evaluation process with a PBC Reentry contracted case manager.

**SERVICE RECORDS AND DOCUMENTATION**

RB must be able to document all service notes within three (3) business days or as determined by PBC Reentry. All documentation must be detailed and entered into the PBC Reentry selected case management database. Documentation includes, but is not limited to, case notes, scanned intake, assessments, and other paperwork/forms, supervisory review notes, participant demographics, detainment location information (if applicable), and other relevant information. RB will be given access to the PBC Reentry selected case management database and be provided with tutorial trainings by PBC Reentry. The PBC selected case management database is currently RENEW but is subject to change.

Paperwork required by PBC Reentry must be scanned and uploaded into the PBC Reentry selected case management database and must remain unaltered. PBC Reentry contracted providers who provide services that require the use of and submission of Client Acknowledgement Forms (CAFs) are required to keep the signed originals and must have them available for PBC Reentry to review at least twice annually.

When completing documented case notes, RB will ensure notes are dated, detailed, address reentry participants' involvement with their plan(s), and document reentry participants' progress or lack thereof towards goal/objective attainment. RB staff will ensure a case note is completed for every contact made with reentry participants as well

as for every contact made on behalf of reentry participants. Each documented contact, event, and/or activity must be documented individually and must be dated.

All records must be maintained and accessible to PBC Reentry and PBC Reentry funders for seven (7) years following the end of the contract period.

**REQUIRED COORDINATION OF SERVICES/CROSS REFERRALS**

RB will be required to refer reentry participants to agencies located in Belle Glade, South Bay, and/or Pahokee. RB is responsible for ensuring that all utilized external agencies comply with all terms and conditions of this Contract at all times. RB is responsible for conducting quality assurance monitoring at least once annually on each external agency used to provide services for participants served under this Contract. RB is responsible for documenting and reporting to PBC Reentry any findings of noncompliance with this Contract and proposed and implemented corrective action.

**REQUIRED MEETINGS AND EVENTS**

RB will be required to meet with PBC Reentry program staff on a monthly basis, or at the PBC Reentry Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC Reentry's reentry system. RB will be required to be involved with the PBC Reentry Task Force and should be available for other reentry trainings and events, as determined by PBC Reentry.

**PROGRAM EVALUATIONS AND CONTRACT MONITORING**

To ensure programs are achieving desired outcomes and being implemented with fidelity, RB must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration and quality of service delivery, participant responsiveness, and program differentiation. PBC Reentry staff will monitor contracts at least twice per year for compliance and RB will submit a Corrective Action Plan with included methodology on tracking programmatic improvements based on findings, if items requiring corrective action are identified.

**NON-COMPLIANCE**

RB will not be compensated for services that fail to comply with this Scope of Work or the Contract.

**SCOPES OF WORK/GUIDELINES TO BE DELIVERED BY RB**

- A. Adult Pre-and Post-Release Case Management & General Client Support Services
- B. Terms and Conditions by Other Funding Sources.
- C. Adult Post-Release Transitional Housing Program

**A. ADULT PRE and Post RELEASE CASE MANAGEMENT & GENERAL CLIENT SUPPORT SERVICES**

**STAFF REQUIREMENTS**

All RB reentry staff providing services must meet the below qualifications and requirements. RB must notify PBC Reentry of staff changes within 48 hours of the staff's hiring and/or last day of employment with RB.

Certified Peer Specialist Criteria

- Valid Florida Driver's License;
- Training in Motivational Interviewing;
- Maintain professional demeanor at all times;
- Ability to learn and use the RENEW database to document case notes; and
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes their own unique experiences in order to guide and support others through one on one sessions or group meetings.

Case Manager Minimum Criteria

- Experience in social services as it relates to the criminal justice and/or reentry system.
- Related Bachelor's degree or an equivalent history of experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Duties

- Serve as a liaison between program and other support agencies.
- Track job retention for up to ninety (90) days after gained employment.
- Facilitate cognitive behavioral intervention or Moral Reconciliation Therapy (MRT) programs.
- Organize family reunification/engagement events.
- Monitor and update post-release plan progress monthly based on participant progress and reports from service providers.
- Complete Pre and Post Release Case Management Checklist.
- Collaborate and communicate with PBC Reentry contracted transitional housing programs to assist with obtaining and/or maintaining housing.
- Collaborate and communicate with PBC Reentry contracted transitional job program provider, employment consultant, job coach and/or community partners, when appropriate.
- Collaborate and communicate with PBC Reentry contracted mental health provider to assist with obtaining mental health services when relevant.
- Collaborate and communicate with PBC Reentry approved behavioral health and/or substance use treatment/services provider to assist with obtaining behavioral health and/or substance abuse services when relevant.

*Staff Background Check Requirements*

FDC Level-I

- Staff who do have duties within the Palm Beach County's Main and West Detention Center must request approval from PBSO to work. The process includes a Level-II criminal background check and review of staff credentials. The Level-II must be performed by PBSO.

*Case Manager and Case Manager Supervisor Training Requirements*

All RB reentry staff providing services must meet the below training requirements and provide certification of completion to PBC within ninety (90) business days of executing this Contract for current applicable staff or within ninety (90) business days of hire for new staff. If training/certification opportunities are unavailable within ninety (90) business days, RB must be able to provide documentation of when staff is scheduled to complete the training.

- Training in Motivational Interviewing.
- PBC Reentry selected risk/needs assessment certification.
- Certification in MRT. RB may choose to select at least one designated employee to receive the MRT training.
- Cultural competency training.
- Training in PBC Reentry selected case management database.
- De-escalation training.
- Mental Health First Aid.

**SUPPLEMENTAL MATERIALS**

RB staff who provide services under this Contract must review the supplemental materials provided/recommended by PBC Reentry. These documents include, but are not limited to, the Case Management Checklist, Pro-Social Activities Pre-Approval Form, Case Note Format, Client Acknowledgement Form, PBC selected case management database User Manual, Client Release of Information form, and the Reentry Provider Client Intake Form, which are included herein by reference and may be amended from time to time.

All checklists and forms mentioned above are required to be used and uploaded into the PBC selected case management database system as directed by PBC Reentry.

**PROGRAM OUTCOMES**

To evaluate and assess the needs of the reentry program, RB must track the following performance metrics in the PBC Reentry selected case management database:

- Average number of case management hours per participant per month;
- Number and percent of adults enrolled in pre-release reentry services per quarter;
- Number and percent of adults who declined enrollment with reason per quarter;
- Total number of participants served per quarter;
- Number and percent of adults receiving cognitive behavioral intervention (CBI) per quarter; and
- Number and percent of adults receiving substance use treatment/services per quarter.

\*Percent = percentage of total participants served

## **PRE- & POST-RELEASE OVERVIEW**

RB must be able to provide case management and general client support services within a reasonable amount of time as determined by PBC Reentry. Case management supervisors are required staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance. Supervisors are required to document monthly case note reviews.

Case management providers are responsible for the coordination of external services such as managing a caseload and supporting the goals and achievement of reentry participants. Case management providers must implement, provide and/or coordinate pro-social events/activities, program incentives, transportation services, employment assistance, medical financial assistance, substance use assessments/education, financial identification assistance, post-release education preparation classes, technology needs assistance, and other basic needs assistance.

## **OUTREACH/ENGAGEMENT**

### Initial Referral

Participants will be assigned to agencies by the PBC Reentry Program office. The referral process and required services as follows:

#### Jail:

For individuals released from jail, RB has two (2) business days from the PBC Reentry referral to meet with the participant in person, when possible, to set up an intake appointment and discuss reentry services. If an in-person meeting is not possible, providers must clearly document the reasonable extenuating circumstance(s) preventing the in-person meeting; in such event other means of successful contact will suffice. The contracted service provider must make at least three attempts at contact prior to the individual's release date, unless the jail referral is made within 24 hours of the individual's release date, and document these attempts and contacts in the PBC Reentry selected case management database. Attempts must occur at least once per week for three (3) weeks.

RB must maintain a physical presence in PBC's rural western region. This region includes Belle Glade, Pahokee, South Bay, Lake Harbor, Canal Point, and the surrounding areas. RB must have case management staff provide outreach, intake, and direct services to participants at a physical location in this region at least once per week. RB is responsible for finding a suitable location to provide these services.

## **INTAKE/ENROLLMENT**

The participant intake and enrollment process will vary depending on whether RB case managers have either made pre-release contact or not made pre-release contact. Instances where pre-release contact was not made may include participant walk-ins,



referrals from another agency, and other circumstances where pre-release contact was not possible.

If pre-release contact has been made with participants, RB case managers will:

- Complete an intake appointment based on a scheduled case manager and participant agreed upon time and location.
- Make weekly attempts to schedule, arrange for, and complete in-person intake with participants within thirty (30) days, based on participant need. All attempts must be documented individually in the PBC Reentry selected case management database describing communication attempt method. Participant needs regarding scheduling must also be documented.
- Complete all required PBC Reentry mandated and agency required intake forms during the scheduled in-person intake and upload forms into the PBC Reentry selected case management database within one (1) day of intake completion
- Complete the official enrollment process in PBC Reentry selected case management database.
- Document all intake/enrollment activities in the PBC Reentry selected case management database.

**CASE MANAGEMENT**

Assessments and Release Plans

RB will be required to complete the below assessments/release plans or develop an Individualized Reentry Plan (IRP) that encompasses the below assessments/release plans:

- PBC Reentry selected risk/needs assessment
  - To be completed within one (1) business days of enrollment with a duration of at least 45 minutes.
- Post-Release Plan
  - To be completed within two (2) business days of completing the risk/needs assessment but no more than three (3) business days from date of enrollment.
- Generate dosage tracker in PBC Reentry selected case management database.
- Based on the results of the validated risk and needs assessment, as well as the reentry participants' Post-Release Plan, Transition Plan, and other assessments/plans, RB will provide the following recommended program hours with reentry participants and must document dosage hours in the PBC Reentry selected case management database:

	<b>Moderate Risk</b>	<b>Moderate-to-High Risk</b>	<b>High Risk</b>
<b>Hours</b>	100	200	300

Case Management Services

The essential case management services that must be provided by a qualified case manager include the following:

- Case managers must meet with all enrolled participants at least twice per month for a minimum of 30 minutes in person;
  - Meet and communicate with reentry participants (via phone, email, and other means of communication) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, and provide other support.
- Document reentry participants' progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary;
- Facilitate cognitive behavioral programs;
- Contact family members via phone or home visits to introduce them to the PBC Reentry Program and engage them to act in a supportive role to the reentry participant when they are released;
- Organize family reunification/engagement events if possible;
- Collaborate and communicate with PBC Reentry contracted Adult Pre-Release Case Management & General Client Support Services providers to facilitate a smooth transition between pre-release to post-release case management services for reentry participants;
- Advocate on behalf of reentry participants for other services within the community.
- Transport and assist participants with vital appointments for transition (e.g. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
- Coordinate services with probation officers, if applicable; and
- Provide court advocacy and accompaniment, if applicable and available.

#### Participant Closeout

RB case management staff are responsible for appropriately closing out reentry participants in the PBC Reentry selected case management database upon program exit. There are three types of case closures:

1. Successful Discharge
  - A program participant must meet all of the following criteria to be successfully discharged from the re-entry program:
    - The program participant must have successfully complied with all program requirements;
    - The program participant must have made satisfactory progress toward the goals of their Plan of Care/Pre or Post Release Plan (at least 75% post-release plan goals completed in the PBC Reentry selected case management database); and
    - The program participant must have obtained maximum benefit from the Program as determined by their case manager.
2. Unsuccessful Discharge
  - This occurs if the discharge is a result of any of the following criteria:
    - Violation of Program rules stated in the contract;
    - Failure to meet the requirements of a successful discharge as outlined above; or

- Three (3) documented unexcused absences from scheduled reentry appointments.
- The decision to unsuccessfully discharge a program participant must be made by the primary case manager in consultation with the Probation Officer, if applicable, based on reasons stated above. The supporting rationale must be clearly documented in the PBC selected case management database.

3. Administrative Discharge

- This discharge implies neither success nor failure in the reentry program. Reasons a program participant being administratively discharged from the Program include, but are not limited to:
  - A determination that the program participant is not in need of reentry services;
  - Program participant is no longer interested in receiving reentry services;
  - End of the program participant's sentence;
  - Death of the program participant; or
  - Other approved reasons outside of the control of the program participant or program and unrelated to program compliance.
- The decision to administratively discharge a program participant must be made by the primary case manager. The supporting rationale must be clearly documented in the PBC selected case management database.

**SUPPLEMENTAL MATERIALS**

RB staff who provide services under this Contract must review the supplemental materials provided/recommended by PBC Reentry. These documents include, but are not limited to, the Case Management Checklist, Pro-Social Activities Pre-Approval Form, Case Note Format, Client Acknowledgement Form, PBC selected case management database User Manual, Client Release of Information form, and the Reentry Provider Client Intake Form, which are included herein by reference and may be amended from time to time.

All checklists and forms mentioned above must be used and uploaded into the PBC selected case management database system as directed by PBC Reentry.

**B. ADULT POST-RELEASE TRANSITIONAL HOUSING PROGRAM**

**SUPPORTIVE TRANSITIONAL HOUSING**

Transitional housing provides individuals a stable place to live and access services while figuring out permanent housing possibilities including preparing and awaiting response on various housing applications, finding family or friends to stay with, and/or other long-term options.

RB agrees to provide safe, clean, drug-free, and furnished housing to PBC Reentry participants. Furnished spaces must include, at minimum, a mattress, bed frame, and kitchen space with appliances for cooking/meal preparation, bathroom with shower and/or bathtub, reasonable accommodations to secure personal belongings, and a closet space

and/or dresser. Furnished units must be cleaned and disinfected professionally or by program staff between participants, pass local city/county/relevant inspections, and be free of pests at the expense of RB.

RB agrees to provide transitional housing for up to six (6) months per reentry participant's enrollment period regardless of calendar or fiscal year though some individuals may stay for shorter periods.

Reentry participants who exceed six (6) months will be approved on a case-by-case basis and require pre-approval in writing by PBC Reentry and RB in order for RB to be reimbursed. Transitional housing costs associated with any reentry participants who exceed the six-month stay without pre-approval will be at the expense of RB.

Participants must be actively receiving post-release case management services in accordance with their risk/needs assessment and post-release plan to receive transitional housing funded under this Contract.

**PROGRAM MANAGEMENT**

RB should have adequate program staff and supervisors available to meet participants' needs. Staff may include, but is not limited to program manager, building/property manager, and any necessary administrative and/or maintenance staff to support operations. RB must be compliant with any applicable local, state or federal housing ordinances, zoning, laws, etc. RB is responsible for obtaining and maintaining accurate documentation of current and former reentry participants' use of transitional housing funded under this contract.

**C. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES**

RB must adhere to the terms and conditions from all funding sources for reentry services.

**SUBCONTRACTS MINIMUM REQUIREMENTS**

RB must incorporate the terms and conditions of this Contract into any subcontract.

*Remainder of page intentionally left blank*

### **FY 24-25 SCHEDULE OF PAYMENTS**

To accommodate program needs, the County may reallocate funding within the RB budget between service categories without amending this Contract.

RB will prepare and submit complete and accurate monthly invoices electronically via SAMIS for all service categories to the PBC Reentry Public Safety Department (PSD) by the 15th day of the subsequent month. Invoices will be reviewed and approved by PBC Reentry's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the PBC PSD Finance Division for payment. In the event that PBC Reentry or its Finance Department returns invoices to RB for revisions or additional information, RB must within 2 business days respond and/or resubmit returned invoices.

### **FY 24 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS**

RB will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Case Management/Peer Support, Support Services and Administrative Costs invoices.

#### **Case Management/Peer Support, Support Services:**

RB must include the CAFs, staff time-cards, receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

#### **Administrative Costs:**

Administrative costs will not exceed 7.5% of the monthly total costs.

**FY 24-25 BUDGET WORKSHEET**

<b>A. PRE/POST-RELEASE CASE MANAGEMENT/PEER SUPPORT &amp; SUPPORT SERVICES</b>	
Case Management/Peer Support, BJA	\$171,159.00
Support Services, BJA	\$40,000.00
Peer Support, Ad Valorem	\$77,742.00
Support Services, Ad Valorem	\$24,500.00
<b>SUBTOTAL PRE/POST-RELEASE CASE MANAGEMENT/PEER SUPPORT &amp; SUPPORT SERVICES</b>	<b>\$313,401.00</b>
<b>B. ADMINISTRATIVE COSTS</b>	
Administrative Costs, Ad Valorem	\$23,510.00
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>	<b>\$23,510.00</b>
<b>TOTALS</b>	
A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	\$313,401.00
B. ADMINISTRATIVE COSTS	\$23,510.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$336,911.00</b>

\*Out of Pocket Expenses referenced in Article 3c

<b>COMPENSATION CHART- Services must be delivered in accordance with the chart below</b>		
<b>Client Support Services: Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and</b>		
<b>Category</b>	<b>Service</b>	<b>Requirements</b>
Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals.	Monthly incentives are based on the Case Manager's discretion. <b><i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i></b>
Post-Release Pro-Social Events/Activities	Events or activities organized by the program administration	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <b><i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i></b>
Post-Release Transportation	Daily Bus, Monthly Bus, Tri-Rail Passes, and/or bicycle/scooter and bicycle/scooter equipment, and Ride-Sharing	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle, scooter, bicycle/scooter equipment and ride-sharing, receipt along with program client acknowledgement form.
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	Receipt for product along with program client acknowledgement form.
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	Receipt of stipend along with client acknowledgement form and client "time" sheet.
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	Receipt for stipend along with client acknowledgement form.
Post-Release Medical Financial Assistance	Medication or medical assistance	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes (for reinstatement and maintenance of license).	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	Client acknowledgement form and purchase receipt.
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	Client acknowledgement form and purchase receipt.
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	Receipt from provider along with client acknowledgement form.
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	Receipt from provider along with client acknowledgement form.
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	Receipt from provider along with client acknowledgement form.
Post-Release Mental Health Assessment	Mental health assessment	Receipt from provider along with client acknowledgement form.
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	Receipt from provider along with client acknowledgement form.
Post-Release Transitional Housing	Direct service or referral based	Housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing.
Pre- or Post-Release Vocational Training	Vocational job training	Receipt for course registration and client acknowledgement form.

24-0923

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
EXPENDITURE BUDGET TRANSFER

BGEX 767 070824\*1573

FUND 0001 - General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 07/08/24	REMAINING BALANCE
<b>EXPENDITURES</b>									
0001-767-7607-3401	Other Contractual Services	Criminal Justice Commission	103,816	103,816	0	100,000	3,816	5,095	(1,279)
0001-820-9100-9375	Tr To Justice Service Grant Fd 143	Transfers	191,573	191,573	100,000	0	291,573	0	291,573
	<b>Total Expenditures</b>				<b>100,000</b>	<b>100,000</b>			

SIGNATURES

DATES

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 10-Sep-24

Deputy Clerk to the  
Board of County Commissioners



24-0924

ATTACHMENT 3

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

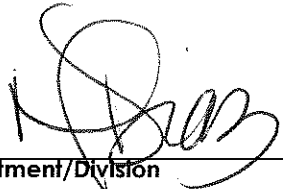
BGEX 662 070824\*1574

BGRV 662 070824\*493

FUND 1436 - Justice Service Grant Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/09/24	REMAINING BALANCE
<b>REVENUES</b>									
1436-662-5704-8000	Tr Fr General Fund 0001	DOJ Crisis Stabilization & Reentry	0	0	100,000	0	100,000		100,000
	<b>Total Fund Revenues</b>		<b>1,688,349</b>	<b>1,988,477</b>	<b>100,000</b>	<b>0</b>	<b>2,088,477</b>		
<b>EXPENDITURES</b>									
1436-662-5704-8101	Contributions Othr Govtl Agency	DOJ Crisis Stabilization & Reentry	472,827	472,827	100,000	0	572,827	79,157	493,670
	<b>Total Fund Expenditures</b>		<b>1,688,349</b>	<b>1,988,477</b>	<b>100,000</b>	<b>0</b>	<b>2,088,477</b>		

SIGNATURES

Initiating Department/Division  DATES 8/12/24

Administration/Budget Department Approval  8/15/2024

OFMB Department - Posted \_\_\_\_\_

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 10-Sep-24

Deputy Clerk to the  
Board of County Commissioners