

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: September 10, 2024    [ X ] Consent      [ ] Regular
                                         [ ] Ordinance   [ ] Public Hearing
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Department:      Department of Public Safety
Submitted By:    Department of Public Safety
Submitted For:   Division of Justice Services
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

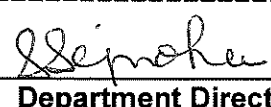
- A) receive and file** Contractual Purchase Order (CPO) (PR533715) for \$500,000 for contractual adult reentry services from the Florida Department of Corrections (FDC) for the service period of July 1, 2024 through June 30, 2025;
- B) approve** a Budget Amendment of \$406,250 in the Justice Service Grant Fund to adjust the budget to the actual CPO amount;
- C) approve** the following Contracts to provide adult reentry case management, support services, and mental health services:
 - 1) The Lord's Place, Inc. (TLP) in the amount of \$242,844 for the period retroactive to July 1, 2024 through June 30, 2025 utilizing funding from FDC;
 - 2) The City of Riviera Beach (RB) in the amount of \$223,656 for the period retroactive to July 1, 2024 through June 30, 2025 utilizing funding from FDC;
 - 3) TLP in the amount of \$207,787 for the period of October 1, 2024 through September 30, 2025 utilizing ad valorem funding and Federal Justice Assistance Grant (JAG) funding;
 - 4) RB in the amount of \$382,088 for the period of October 1, 2024 through September 30, 2025 utilizing ad valorem funding, State JAG, and Federal JAG funding; and
- D) authorize** County Administrator or designee to execute amendments and administrative documents associated with the above contracts that do not substantially change the scope of work, terms or conditions of the agreement, on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

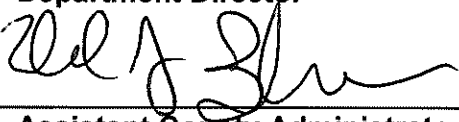
Summary, Background and Justification: Continued on page 3.

Attachments:

- 1) FY24-FY25 FDC CPO (PR533715) (1)
- 2) Budget Amendment Fund 1436 Justice Service Grant Fund (1)
- 3) Contract with TLP for Adult Reentry Services (w/ Exhibits "A", "B" and "C") (2)
- 4) Contract with RB for Adult Reentry Services (w/ Exhibits "A" and "B") (2)
- 5) Contract with TLP for Adult Reentry Services (w/ Exhibits "A", "B" and "C") (2)
- 6) Contract with RB for Adult Reentry Services (w/ Exhibits "A" and "B") (2)

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Recommended By:  8/19/24
                  Department Director           Date

Approved By:  8/22/24
               Assistant County Administrator   Date
  
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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 | _____ | _____ | _____ | _____ | _____ |
| Grants & Aids | \$116,625 | \$939,750 | _____ | _____ | _____ |
| External Revenues | (\$116,625) | (\$757,177) | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | <u>0</u> | <u>\$182,573*</u> | _____ | _____ | _____ |

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

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 X No _____

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5706/7727/7738/7739/5699
 Obj. 8101/8201 Prog. Var. _____
 Rev No: Fund 1436 Dept. 662 Unit 5706/7727/7738/7739/5699
 Rev. 3429/8249 Prog. Var. _____

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

Fund: Justice Services Grant Fund
 Unit: 5699 Adult Reentry-Ad Val
 5706 DOC FY24-25 Grant: FDC \$466,500
 7727 JAG USDOJ 2023 Grant: Federal JAG Formula Grant \$35,526
 7738 JAG USDOJ 2025 Grant: Federal JAG Formula Grant \$131,548
 7739 JAG FDLE 2025 Grant: State JAG Formula Grant \$240,228

*Ad Valorem-includes a transfer from the General Fund of \$182,573.

C. Departmental Fiscal Review: SP [Signature]

III. REVIEW COMMENTS

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

[Signature] 8/15/2024 [Signature] 8/20/24
 OFMB JA 8/14 Contract Dev. And Control

B. Legal Sufficiency:

[Signature] 8/20/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

Summary, Background and Justification: 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. Providers are solicited and selected for a three (3) year period through a competitive procurement process, although funding is allocated on an annual basis. For FY 2022-2025, TLP and RB were two (2) of the three (3) selected to receive funding for services such as pre and post release case management, client support services and mental health treatment. The State of Florida FY 2024–FY 2025 General Appropriations Act provided \$500,000 in non-recurring general revenue funds to the PBC Board of County Commissioners (BCC) for Adult Reentry Services. This funding supports the provider contracts who serve returning residents who are released from FDC facilities and return to PBC. Approximately 663 adults (358 Sago Palm Reentry Center and 305 Post Release) have been served by the County's Reentry Program in County FY 2023. This includes 137 prerelease new enrollments at Sago Palm and 182 post-release new enrollments. During FY 2023, funds were also used by RB to incorporate important evidence based programming prerelease such as Moral Reconciliation Therapy, Inside Out Dads, Peer Group, and Casual Conversation with a behavioral health specialist. Separate contracts are necessary for each provider based on funding source and the beginning and ending dates of the County and the State fiscal years. Contracts utilizing funding from the State of Florida FY 2024–FY 2025 General Appropriations Act are retroactive to July 1, 2024. The delay was a result of a late budget approval by the Governor and the FDC CPO being received on July 1st. **Countywide (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.

I. CONTRACT TERM

Unless otherwise specified, the Contractual Purchase Order begins on July 1, 2024. Contractual services to be provided by the Contractor shall be completed by June 30, 2025. It is authorized pursuant to the Fiscal Year (FY) 2024-2025 General Appropriations Act, 748.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

The FY 2024-2025 General Appropriations Act provides \$500,000 in non-recurring general revenue funds for the Regional and State Transitional Offender Re-Entry (RESTORE) Initiative of Palm Beach County. The Re-entry Program may include Pre-Release and Post-Release Case Management and Client Support Services as identified in Section III., Compensation based on program participant need and willingness to participate. The target population for this Program will be active inmates and recently released inmates from a Florida Department of Corrections (Department) institution/facility convicted in and/or returning to Palm Beach County, Florida.

The Contractor shall partner with Sago Palm Re-Entry Center, The Lord’s Place, , Integrated Healthcare Systems Riviera Inc. Inc. and the Riviera Beach Re-entry Center to implement RESTORE. The RESTORE will target 300 moderate to high risk offenders and/or inmates, as determined by the Level of Service/Case Management Inventory (LS/CMI) Scores from completed risk assessments to provide individualized re-entry services which support successful reintegration into the community. This population will consist of Department inmates being released, and Department ex-offenders who may or may not be under the supervision of the Department.

In the delivery of services under this Contractual Purchase Order, the Contractor shall provide the services described in this scope of services. The Contractor will provide information and refer program participants to other providers, when needed services are outside of the organizational capabilities of the Contractor. Throughout this Contractual Purchase Order, the term Department’s Contract Manager will be used instead of Department’s Contractual Purchase Order Manager.

B. Rules and Regulations

1. All services provided under this Contractual Purchase Order must meet all applicable local, state and federal ordinances, laws, rules and regulations.
2. In addition, services must be provided in accordance with any applicable court orders, the Department’s program and procedural guidelines, and any subsequent revisions and/or addenda to those documents. The Contractor shall be notified of any such revision(s) or addenda, and the updated version will take precedence. The Contractor and the Department shall work cooperatively to ensure service delivery is made in complete compliance with all such mandates and requirements.
3. The Contractor shall ensure that all staff providing services under this Contractual Purchase Order comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.

4. The Contractor agrees to modify its service delivery to meet or comply with revisions made by operation of law, secondary to a change in practice standards or regulations, because of legal settlement agreement, or change in the Department's mission. Any changes in Section II., SCOPE OF SERVICE, will be made in accordance with Section V., CONTRACTUAL PURCHASE ORDER MODIFICATION, and Section VII., BB., Scope Changes After Contractual Purchase Order Execution.

C. Communications

The parties will send Contractual Purchase Order communications in two (2) forms: routine, and formal, as follows:

Routine: Routine communications include all normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged by the receiving party within two (2) business days and responded to within 30 calendar days of receipt.

Formal: Formal Communications are written communications from the Department that relate to significant issues such as Breach of Contractual Purchase Order, unsatisfactory performance, assessment of financial consequences, changes in Service Locations, or contractual purchase order termination. Formal communications will clearly be marked as "Formal Communication" and must be acknowledged by the Contractor upon receipt and responded to within seven (7) calendar days of receipt via email. The Department will use a date and numbering system to track formal communications.

The only personnel authorized to use formal contractual purchase order communications are the Department's Director of Administration, the Chief of Contract Management and Monitoring, Procurement Director, Contract Manager and Contract Administrator, and the Contractor's Representatives. Other persons authorized to utilize formal contractual purchase order communications must be agreed upon by both parties and identified in writing within 10 calendar days of execution of this Contractual Purchase Order. Both parties must provide written notification of any subsequent changes to those authorized to use formal communications before issuing any formal communication from another person.

If an urgent problem arises, the Department will contact the Contractor and the Contractor shall verbally respond to the Contract Manager, or designee, within two (2) hours. If a non-urgent problem arises, the Department will contact the Contractor, and the Contractor shall verbally respond to the Department's Contract Manager, or designee, within 48 hours. The Contractor shall provide the Department all information and records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about Offenders within three (3) business days of receiving the request.

D. Department's Responsibilities

1. The Department will provide the Contractor with applicable, Department policies and procedures and shall inform the Contractor of changes, which may affect the delivery of services to be provided, pursuant to this Contractual Purchase Order.
2. The Department will identify and provide to the Contractor a list of eligible program participants to assist in participant recruitment.
3. The Department may provide non-confidential records and social histories for inmates or offenders, presently or previously under the supervision, care, and custody of the Department, when such information is not otherwise protected by law.

- 4. Upon execution of this Contractual Purchase Order, the Department will provide a copy of all Department reporting forms, as necessary, to comply with Section II., K., General Reporting Requirements.
- 5. The Department shall complete Section I of the Community Supervision Program Referral Form (DC5-404), enter the information from Section I into the Offender Based Information System (OBIS), and forward a copy of the form to the Contractor.
- 6. The Department shall enter the information from Section II of the DC5-404 into OBIS when an individual is enrolled or denied enrollment.

E. Contractor Responsibilities:

- 1. The Contractor shall provide re-entry program services, giving priority to moderate to high-risk inmates releasing from a Department institution/facility, and/or formerly Department incarcerated individuals, who may or may not be under the supervision of the Department, convicted in and returning to Palm Beach County.
- 2. The Contractor shall comply with the Department’s policy regarding discrimination, which states, “No person on the grounds of race, creed, color, national origin, age, gender, marital status, or disability shall be excluded from participation in, be denied the benefits of, the proceeds of, or be otherwise subjected to discrimination in the performance of any Contract.” The Contractor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained onsite and a copy of such shall be submitted to the Department’s Contract Manager, or designee, upon request.
- 3. The Contractor shall provide the Department’s Contract Manager, or designee, and the Department’s Local Contract Quality Assurance Coordinator, or designee, with a current copy of the Program description, eligibility criteria, program rules, and criteria for termination from the Program upon issuance of this Contractual Purchase Order.
- 4. The Contractor shall submit to the Department’s Contract Manager, or designee, and the Department’s Local Contract Quality Assurance Coordinator, or designee, for review and written approval, any significant revisions and/or updates to the Program description, eligibility criteria, program rules, or criteria for termination from the Program, prior to such revisions and updates being implemented.
- 5. The Contractor shall provide its own internet access and maintain a current, active email address, at all times, for the duration of this Contractual Purchase Order.

F. Service Location and Times

1. Pre-Release Service Location

The Contractor shall provide the pre-release services under this Contractual Purchase Order at the following approved location:

Sago Palm Re-Entry Center
500 Bay Bottom Road
Pahokee, Florida 33476

2. Post-Release Service Locations

The Contractor shall provide the post-release services under this Contractual Purchase Order at the following approved locations:

The Lord's Place
2808 N. Australian Avenue,
West Palm Beach, FL 33407

The Lord's Place
1750 NE 4th Street
Boynton Beach, FL 33435

Integrated Healthcare Systems Riviera Inc.
31 W 20th Street
Riviera Beach, Florida 33404

Riviera Beach Re-entry Center
2051 Martin Luther King Boulevard, Suite 307
Riviera Beach, Florida 33404

By execution of this Contractual Purchase Order, the Contractor attests that any service location listed above is approved for the purposes outlined in this Contractual Purchase Order. The service locations shall meet all state, county, and city zoning, permitting, and licensing requirements at the time of Contractual Purchase Order issuance, as well as any other requirements necessary to operate the service locations. The Contractor shall provide such documentation to the Department's Contract Manager, or designee, upon request at any time during this Contractual Purchase Order. Services in the Contractual Purchase Order must be provided exclusively at the Department's approved locations. The Contractor shall notify the Department's Contract Manager, or designee, of any zoning changes, notices, challenges from zoning bodies, or complaints from citizens or other entities regarding operation of the service location within 72 hours of receipt of knowledge of the charge, notice, challenge or complaint.

3. Contractor – Add/Delete/Change Service Locations

- a. The Contractor may request a change in site location(s) subsequent to Contractual Purchase Order issuance. Requests for changes to the site location(s) must be submitted to the Department's Contract Manager, or designee, in writing by letter or email, and must include an effective date for the change. The Contractor must receive the Department's approval of a site change prior to changing a service location. A copy of the Department's approval of the site change shall be maintained by the Contractor.
- b. The Contractor will not be compensated for any services delivered at a location until it is approved by the Department's Contract Manager, or designee.

4. Department's Change Service Location(s)

The Department reserves the right to require the Contractor to change a service location or site, if it is determined to be inaccessible, inconvenient or unsuitable for provision of services to offenders under this Contractual Purchase Order. In addition, the Department reserves the right to add, delete or change service delivery locations upon written notice, of no less than 30 calendar days, if determined to be in the best interest of the Department. The Contractor will receive written notification of such changes, additions, or deletions. The Contractor shall change the site location as soon as possible, but within no more than 30 calendar days. Upon securing a replacement site, the

Contractor shall provide the Department’s Contract Manager, or designee, an attestation statement as described above.

5. Program Service Times and Organization

The Contractor shall provide the program operating hours, an organizational chart outlining the structure of authority, responsibility and accountability for the program and a schedule of program services to the Department’s Local Quality Assurance Coordinator or designee and the Department’s Contact Manager or designee, within seven (7) business days of the issuance of this Contractual Purchase Order. The Contractor shall provide services at times based on the program participant’s needs and convenience. The Contractor shall be flexible in scheduling services to offenders in accordance with Section II., SCOPE OF SERVICE.

G. Service Requirements

1. Eligibility Criteria: Program participants shall be considered eligible for enrollment, by meeting the following eligibility criteria:

- a. Be a Department inmate convicted in and returning to Palm Beach County to reside (individuals not convicted in Palm Beach County may be assessed on an individual basis), or
- b. Be an individual that has been released from the Department for not more than three (3) years and resides in Palm Beach County; or
- c. Be an individual released from prison and on felony supervision in Palm Beach County; and
- d. Be at least 18 years of age; and
- e. Have a completed LS/CMI, priority will be given to those that score moderate to high risk as defined below:

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| Risk | LS/CMI Score |
|-----------|--------------|
| Very Low | 0 – 4 |
| Low | 5 – 10 |
| Moderate | 11 – 19 |
| High | 20 – 29 |
| Very High | 30 + |

- 2. Referrals: The Department shall complete Section I of the DC5-404, enter the information into OBIS, and send a copy to the Contractor within five (5) business days. The Department’s Local Contract Quality Assurance Coordinator, or designee, shall complete the DC5-404, enter the information into OBIS for program participants who are not under the supervision or in the custody of the Department, and send a copy to the Contractor. The Contractor shall ensure a copy of the approved DC5-404 is maintained by the Contractor.
- 3. Enrollment: The Contractor shall enroll eligible program participants, by completing Section II of the DC5-404, send a copy to either the Probation Officer or the Department’s Local Contract Quality Assurance Coordinator, or designee, within five (5) business days for entry into OBIS. Offenders under the supervision of the Department or inmates released from Department institutions/facilities shall receive priority for enrollment and services.

4. Discharge: The Contractor shall complete Section III of the DC5-404 when participants are discharged, and send a copy or its electronic equivalent, to the Probation Officer or the Department's Local Contract Quality Assurance Coordinator, or designee, for entry into OBIS within five (5) business days of discharge. In addition, the Contractor shall document the discharge status of program participant's, by entering a case note in the participant's case file. The note shall include, the date of discharge, the type of discharge, a brief summary of the participant's progress toward achieving the goals of their Individualized Plan of Care, and describe any next steps for the participant, at the time of discharge.
5. Discharge Summary: The Contractor shall prepare a written Discharge Summary for each program participant discharged from the Program and submit the discharge report to the Department's Contract Manager, or designee, within ten (10) business days of discharge, regardless of the type of discharge. This discharge report must specifically state under what status the program participant was discharged from the Program (successful, unsuccessful, or administrative), must identify any programs the program participant participated in while in the Program, and must outline an aftercare plan and/or further transition recommendations.

Program participants may be discharged from the Program successfully, unsuccessfully, or administratively as follows:

a. Successful Discharge

A program participant must meet all of the following criteria to be successfully discharged from the re-entry program:

- 1) The program participant must have successfully complied with all program requirements;
- 2) The program participant must have made satisfactory progress toward the goals of their Plan of Care/Pre or Post Release Plan; and
- 3) The program participant must have obtained maximum benefit from the Program as determined by their case manager.

b. Unsuccessful Discharge

Unsuccessful discharge occurs if the discharge is a result of any of the following criteria:

- 1) Violation of Program rules;
- 2) Failure to meet the requirements of a successful discharge as outlined above; or

Three (3) unexcused absences from scheduled re-entry appointments. The decision to unsuccessfully discharge a program participant shall be made by the primary case manager in consultation with the Probation Officer, if applicable, based on reasons stated above. The supporting rationale shall be documented in the program participant's casefile.

c. Administrative Discharge

An administrative discharge implies neither success nor failure in the Program. Some of the reasons for which a program participant might be administratively discharged from the Program include, but are not limited to:

- 1) A medical or mental health condition which prohibits a program participant from participation in the Program;
- 2) A determination that the program participant is not in need of re-entry services;
- 3) Program participant no longer interested in receiving re-entry services;
- 4) End of the program participant's sentence;

- 5) Death of the program participant; or
- 6) Other approved reasons outside of the control of the program participant or Program and unrelated to Program compliance.

The Department shall not reimburse the Contractor for post-release services provided to participants who do not have a DC5-404 completed.

H. Services to be Provided

The Contractor shall subcontract with The Lord's Place, Integrated Healthcare Systems Riviera Inc. Inc. and the Riviera Beach Re-entry Center, who shall provide the services described below. The Contractor shall ensure services are provided in accordance with all the terms and conditions of this Contractual Purchase Order. These subcontracts do not, relieve the Contractor of its duties and responsibilities to provide services, described in this Contractual Purchase Order. The Contractor shall report the aggregate number of referrals to partners for services, on both the Monthly and the Quarterly Improvement Reports.

The Contractor shall reimburse the subcontractors for support services for enrolled participants on a monthly basis when such services are provided in accordance with the terms of this Contractual Purchase Order (and the terms of the subcontract) and the monthly invoice documentation supports these services were provided until the maximum costs, as defined in Section III., COMPENSATION, are exhausted. The Contractor shall provide a copy of the subcontracts for these services, to the Department's Contract Manager, or designee, for review and approval within 90 calendar days of execution of this Contractual Purchase Order. Subcontracts shall include, at a minimum, a description of services, address releases of information, confidentiality, program policies, and the requirements for maintenance of records, acceptable documentation for billing and invoicing, E-verify requirement (as stated in this Contractual Purchase Order), cooperation with the Office of the Inspector General requirement (as stated in this Contractual Purchase Order) and a provision stating that all subcontractors will adhere to the terms and conditions on this Contractual Purchase Order.

In the delivery of services under this Contractual Purchase Order, the Contractor shall be responsible, based on program participant need and willingness to participate, for the following tasks:

1. Case Management: The Contractor shall provide case management by a qualified case manager for each program participant based on individual needs and willingness to participate, for the duration of this Contractual Purchase Order, unless the program participant has been terminated from the Program. Case management shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs.

Every participant will receive, at a minimum, a Needs Assessment and Plan of Care during the first 15 business days of enrollment. Case management shall include: Outreach, Needs Assessment, Plan of Care, Follow-up/Plan Review, Employment Assistance and Training, and all essential Case Management Services described in Section II., J., 2.h. A spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the name and DC number for whom the service was provided.

- a. Outreach: The Contractor may provide initial outreach activities for pre-release program participants that are within three (3) years of release or upon intake into Sago Palm Re-entry Center. Outreach activities shall include informational session(s) and/or other outreach activities, such as telephone contact, videoconference and/or mailing efforts to determine and develop program participant's interest in the RESTORE program. It may also include contact with family members.

- b. Needs Assessment: The Contractor shall assess the needs of eligible program participants using the LS/CMI. A case manager shall complete the assessment. The minimum time utilized for conducting a needs assessment of the program participant's needs shall be 45 minutes. The Contractor will document the assessment for each program participant and place it in the program participant's case file and enter it into the approved information management system. The Needs Assessment shall be completed within 15 business days from the program enrollment date. When a program participant is newly enrolled after being discharged, a new needs assessment is required within 15 business days of the new enrollment date. The Contractor must provide a request and explanation to the Local Quality Assurance Coordinator, or designee if a case will deviate from this timeframe.
- c. Plan of Care/Pre or Post Release Plan: The Contractor's case manager shall develop a Plan of Care for each program participant, based on individual need and willingness to participate, that will facilitate successful completion of supervision and assist the program participant in successful re-entry to the community. The plan will be participant centered and conducted through an in-person, telephone or virtual one-to-one interview. The plan shall identify goals, including but not limited to the following: criminal thinking, substance use, correctional supervision compliance, family reunification, compliance with court mandates, housing, transportation, job placement and future employment and educational goals and improvement of life skills that will assist the program participant in avoiding crime, engaging in pro-social community activities and in meeting family responsibilities. Each individualized Plan of Care shall be documented in the program participant's case file and entered into the approved information management system. The Plan of Care shall be completed within 15 business days from the program enrollment date. When a program participant is newly enrolled after being discharged, an additional new plan of care is required within 15 business days of the new enrollment date. The Contractor must provide a request and explanation to the Local Quality Assurance Coordinator, or designee if a case will deviate from this timeframe.
- d. Pre-Release Follow-Up/Plan Review at Sago Palm Reentry Center: The contractor will ensure a qualified case manager meets individually with each program participant at least three (3) times prior to release and discuss the program participant's performance and progress in the Program. A plan review consists of a telephone, videoconference and/or face-to-face contact between the program participant and the primary case manager. The minimum time utilized for conducting a follow-up of the program participant's needs shall be a minimum of 30 minutes. The Contractor will document the follow-up for each program participant and place it in the program participant's case file and enter it into the approved information management system.
- e. Post-Release Follow-Up/Plan Review: The Contractor will ensure a qualified case manager meets individually with each program participant at least monthly to evaluate and discuss the program participant's performance and progress in the Program. A plan review session consists of a telephone and/or face-to-face contact between the program participant and the primary case manager. The minimum time utilized for conducting a follow-up of the program participant's needs shall be a minimum of 30 minutes. The Contractor will document the follow-up for each program participant and place it in the program participant's case file and enter it into the approved information management system.
- f. Employment Assistance: The Contractor may provide employment assistance via in-person or virtual to participants identified in need of the services in their Plan of Care and are willing to participate, to include, but not be limited to:

- 1) Employment Workshop: The Contractor may provide an Employment Workshop to program participants that are returning to Palm Beach County, based on the program participant's need and willingness to participate. The Employment Workshop shall include Workplace Conflict, Job Retention Techniques and Job Search Best Practices. Each Employment Workshop shall include a maximum of 15 program participants per occurrence. The Contractor shall maintain an attendance sign in sheet for each Employment Workshop event and it must be signed by the staff member responsible for the event and the program participant. The attendance sign in sheet must be maintained by the Contractor and provided to the Department upon request.
 - 2) Employability Skills: The Contractor may provide, based on program participants need and willingness to participate, skill training and assistance in obtaining employment and job retention. The Contractor shall provide the LQAC, or designee, a current copy of the Program content upon issuance of this Contractual Purchase Order. Completion of this training shall be reflected in the approved information management system.
 - 3) Vocational Training: The Contractor may provide or refer pre-release program participants for job related training based on the program participant's need for training in a specific field and to provide the participant with the skills and industry-recognized certification necessary for employment in an occupation. The Department will reimburse for issuance of an industry-certification license or a license renewal.
 - 4) Transitional Job: The contractor may provide transitional jobs to participants based on the program participant's need for employment and development of employment skills. Participant will be required to attend a Cognitive Based curriculum while participating in the Transitional Job.
2. Peer Support Services - The Contractor shall provide peer support services by a Certified Recovery Peer Specialist (CRPS) for program participants based on individual needs and willingness to participate, for the duration of this Contractual Purchase Order, unless the program participant has been terminated from the Program. Peer support services shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs.
 3. Client Support Services
 - a. Post-Release Education Preparation Class: The Contractor may provide through referral basic academic instruction to program participants to improve basic literacy skills based on the program participant need and willingness to participate. The need and referral for basic academic instruction shall be reflected in the Plan of Care and approved information management system. The Contractor shall provide the Department's LQAC, or designee, a current copy of the Program content upon issuance of this Contractual Purchase Order. Completion of this training shall be reflected in the approved information management system. Services shall include testing to determine academic level along with preparation classes to increase the participant's level of literacy.
 - b. Housing Assistance: The Contractor may provide housing assistance through direct service or through referral based on individual need and willingness to participate. The need and referral for housing assistance shall be reflected in the Plan of Care and approved information management system.

- c. Emergency Housing: The contractor may provide emergency housing assistance through direct service or through referral based on individual need and willingness to participate. The need and referral for emergency housing assistance shall be reflected in the Plan of Care and approved information system.
- d. Pre/post-Release Financial Identification Assistance: The Contractor may assist program participants with obtaining Birth Certificates, Social Security Cards and/or Driver's Licenses/Florida ID's including transaction fees incurred for various forms of payment. The Department will reimburse for license fines or other fees necessary for license maintenance and reinstatement.
- e. Transportation: The Contractor may assist in the purchase of a bicycle, scooter, bicycle equipment and/or may provide daily bus passes, monthly bus passes, Tri-Rail passes, Brightline passes and/or ride-sharing to program participants identified as in need in the Plan of Care.
- f. Cognitive Behavioral Intervention (CBI) Stipend: The subcontractors may provide a stipend to participants who participate in CBI on a per class basis depending on attendance and level of participation.
- g. Substance Abuse Education and Mental Health Treatment Assistance: The subcontractors may refer clients to licensed mental health providers, Certified Addiction Professionals, Certified Addiction Counselors or Masters level counselors under the supervision of a licensed professional and be invoiced for the assessments or treatment services upon delivery of the service. The Contractor shall be invoiced for these services. The Contractor shall provide substance abuse referral services, based on program participant need and willingness to participate, to include, but not limited to, assessment and/or reassessment, outpatient, day treatment, residential treatment, workshops or support groups, mental health screening, medication, family support, and respite care. Substance Abuse Education and Mental Health treatment activities shall include at least a 60-minute session. The Contractor shall document no show information in the approved information management system case notes. The program participant will sign the Client Acknowledgement Form to acknowledge service delivery on the date of service.
- h. Substance Abuse Education and /or Mental Health Staffing and Qualifications: The Contractor shall utilize a Chapter 491, Florida Statutes (F.S.), Licensed Clinical Social Worker, Licensed Clinical Counselor, Licensed Counselor with mental health and addiction treatment experience, mental health providers, Certified Addiction Professionals, Certified Addiction Counselors or Master's level counselors under the supervision of a licensed professional. The Contractor shall document that all staff have education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines. The Contractor shall also ensure staff competence and sensitivity in providing treatment to persons of diverse cultural backgrounds. Every effort shall be made to hire staff that are responsive to the needs of minority individuals. The Contractor may be required to participate in staff training authorized by the Department.
- i. Mental Health Assessment: For participants determined to need a mental health assessment and have willingness to participate, the Contractor shall provide the participant with an appropriate referral for services. The need and referral for mental health assessment shall be reflected in the Plan of Care and approved information management system.

- j. Mental Health Counseling: Counseling sessions are utilized to address mental health related disorders based on individual need and willingness to participate. The number of groups attended by an individual per week, shall be based on individual clinical need determined through the assessment and reassessment process. The frequency of group participation shall be reflected on the Plan of Care. The number of groups attended by an individual may increase or decrease depending on their clinical need. The need for an increase or decrease in counseling shall be documented in the Plan of Care.
 - k. Medical Financial Assistance: The Contractor shall provide assistance to program participants for medical assistance or medication. The Contractor shall refer program participants, based on individual need and willingness to participate, to community resources for medical assistance or medication.
 - l. Employment Assistance: The Contractor shall provide to program participants, if applicable, job related supplies to include, but not limited to work clothes, tools, and safety equipment.
 - m. Transitional Job: The contractor may provide transitional jobs to participants based on the program participant's need for employment and development of employment skills. Participant will be required to attend a Cognitive Based curriculum while participating in the Transitional Job. Participants shall be paid a weekly stipend to include hourly rate for Transitional Job in addition to attendance and participation in Cognitive Based curriculum.
 - n. Basic Needs: The Contractor shall provide, if necessary, basic needs (water, food, clothing, small household appliances, tents for housing, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.) to ensure clients that are transitioning from incarceration have their basic needs met.
 - o. Vocational Training: The Contractor may refer post-release program participants for job related training based on the program participant's need for training in a specific field and to provide the participant with the skills and industry-recognized certification necessary for employment in an occupation. The Department will not reimburse for issuance of a license or a license renewal.
 - p. Database Documentation: The Contractor shall document services, based on participants need and willingness to participate, as they are provided. The Contractor shall input program participant information into the approved information management system, or other approved case management system used by the Contractor, to document services delivered. Each record shall contain at a minimum, a needs assessment and reassessment, if appropriate, a Plan of Care, and follow-up/plan review and case notes.
 - q. Basic Technology Needs and Financial Assistance: The Contractor shall provide, if necessary, assistance with basic technology purchases of laptops, tablets, phone and provide assistance with payment for phone services.
4. Case File: Upon enrollment into the Program, the Contractor shall prepare a case file for each program participant. Records may be either electronic or hard copy and shall comply with the below described record-keeping requirements for documentation of case management services, including referrals to community providers, follow-up, and other similar information. The Contractor shall document all interactions with program participants in the case file, in a timely manner, and shall share all information and records pertaining to program participants with Department staff, upon request. The Contractor shall ensure subcontractors maintain case files, as required by this Contractual Purchase Order. The program participant's case file shall include, case notes describing referrals, including the name of the provider, the date of the referral, and

the outcome of the referral.

Case file shall include, at least the following documentation:

- a. A Needs Assessment;
- b. A Plan of Care/Pre or Post Release Plan;
- c. Progress notes/case notes, in chronological order, documenting interactions with program participant;
- d. Case Plan Reviews, at required intervals;
- e. Follow-up information;
- f. Acknowledgements of policies and procedures;
- g. Acknowledgement of Services; i.e. housing, food, work readiness supplies, etc.; and
- h. Referrals to other services and/or providers, if necessary.

In addition, the case files shall contain releases and any other documents required, by this Contractual Purchase Order. The Contractor shall secure files and maintain the confidentiality of the records, in accordance with Section II., D., Confidentiality.

5. Information Management: The Contractor shall utilize an existing information management system, the RENEW system to document services provided to program participants. The information management system shall include, at minimum the following information and meet the described requirements:
 - a. Program participant's name;
 - b. DC#;
 - c. Birthdate;
 - d. Information relating to the criminal history;
 - e. Race;
 - f. Gender;
 - g. Age;
 - h. Home Address;
 - i. Contractual Purchase Order Number;
 - j. Alternate Contact, as appropriate;
 - k. Emergency Contact Information (Name and Contact Number);
 - l. Assigned Correctional Institution (pre-release program participants);
 - m. Documentation of attendance at all program services, etc.;
 - n. Documentation of all services, encounters, training, classes, activities, incidents and grievances;
 - o. Documentation of all referrals made to community service providers and follow-up documentation; and
 - p. Case progress notes, including dates, and case manager or designated staff person's signature.
6. Information System Requirements: The Contractor's information system shall meet the following requirements:
 - a. Provide for data confidentiality and security;
 - b. Include a disaster recovery plan, i.e. system back-up and restoration; and
 - c. Include a plan for storage, maintenance, and destruction.
7. Quality Management: The Contractor shall utilize quality management activities that promote objective, continuous, systematic monitoring and evaluation of the Program, its processes, and the services rendered pursuant to this Contractual Purchase Order and shall provide written documentation of these activities quarterly.

The Contractor shall, at a minimum perform the following quality management activities:

- a. Tracking and trending of program outcomes of services outlined in Section II., H., Service Requirements, and the Performance Measures in Section II., L., Performance Measures and Financial Consequences;
- b. Develop action plans to improve or correct performance; and
- c. Conduct at least one (1) meeting in-person, virtual, or by conference call per quarter between the Contractor, program partners, and subcontractors to review program quality, Contractual Purchase Order requirements, and performance measures, foster open communication and, as appropriate, discuss issues. The Contractor shall document quality improvement meetings, by providing a copy of the meeting minutes, including the names of the individuals in attendance and the name of the organization or business, in which they represent.

I. Contractor's Requirements

1. Conduct and Safety Requirements

- a., The Contractor's staff shall adhere to the standards of conduct specified in Chapter 33-208, Florida Administrative Code (F.A.C.), and in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the Department.
- b. The Contractor shall ensure that all staff adhere to and are provided a copy of their safety requirements. A signed receipt of acknowledgment shall be maintained in the Contractor's Staff employee personnel file. The Department serves the right to disqualify, prevent, or remove any staff from any work under the contract. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate/offender or group of inmates/offenders over another.
- b. The Contractor's staff shall not interact with any offender, except as related to services provided under this Contractual Purchase Order. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate, an inmate'/offender's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Department's Contract Manager, or designee, any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates/offenders or their families (example – loans, selling, buying, renting, leasing, or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate/offender being served or their family or close associates, except for those activities that are to be rendered under this Contractual Purchase Order.

- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contractual Purchase Order, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time, shall the Contractor or Contractor's staff, while delivering services under this Contractual Purchase Order, wear clothing, which resembles or may reasonably be mistaken for an inmate's uniform or correctional officer's uniform, bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contractual Purchase Order.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager, or designee, within 24 hours, of the Contractor's knowledge of the incident.

2. Staff Requirements and Qualifications

The Contractor's shall ensure all contracted and or employed staff meet the following qualifications:

- a. Possess the ability to liaise with and maintain a good working relationship with the judiciary, criminal justice system, the Department, criminal justice involved individuals and the community;
- b. Possess the competencies required to provide culturally and linguistically appropriate services.
- c. Every effort shall be made to hire and/or contract staff with the capacity to be responsive to the needs of inmates and offenders.
- d. The Contractor shall NOT hire individuals possessing "temporary work visas" to fill positions under this Contractual Purchase Order.
- e. The minimum requirements for a certified recovery peer specialist include:
 - 1) Valid Florida Driver's License;
 - 2) Training in Motivational Interviewing;
 - 3) Maintain professional demeanor at all times;
 - 4) Ability to learn and use the RENEW database to document case notes;
 - 5) Certified by the Florida Certification Board
- f. The minimum requirements for case managers include:
 - 1) Related Bachelor's degree or equivalent history of experience;
 - 2) Valid Florida Driver's License;
 - 3) Training in Motivational Interviewing;
 - 4) Maintain professional demeanor at all times;
 - 5) Excellent verbal and written communication skills;
 - 6) Ability to learn and use the RENEW database to document case notes;
 - 7) LS/CMI certification; and
 - 8) Excellent time management, problem solving and organizational skills.
- g. Upon hire, case managers have 90 days or until the next available certified course to be trained in the minimum requirements listed in subsection (f) of this section.

- h. The essential case management services that may be performed by a post-release case manager are:
- 1) Performs outreach & recruitment activities for targeted ex-offenders;
 - 2) Meet with individual participants, administer and/or review the LS/CMI assessment and assess participant's criminogenic need;
 - 3) Complete client intake process;
 - 4) Assist with criminal registration;
 - 5) Identify the assets and barriers of participants through observation, interviews, case notes, collateral contacts, and other means;
 - 6) Assist clients in obtaining licenses/IDs;
 - 7) Transport and assist clients with vital appointments for transition (i.e. attend court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
 - 8) Obtain bus passes and assist clients with coordinating transportation needs;
 - 9) Coordinate service needs with other community agencies;
 - 10) Provide prescription assistance;
 - 11) Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift card as incentives;
 - 12) Complete Client Acknowledgement Forms;
 - 13) Assist client with food stamps application;
 - 14) Organize family reunification events;
 - 15) Coordinate services with probation officers;
 - 16) Assist with obtaining and/or maintaining housing;
 - 17) Monitor treatment plan progress and evaluate multiple reports from service providers;
 - 18) Prepare court reports, present evidence and testify at court hearings;
 - 19) Document all case progress notes in RENEW;
 - 20) Utilize the LS/CMI, develop an individualized Transition Plan with short and long-term goals in collaboration with the participant, with a focus of moving toward self-sufficiency; and define the process for attainment of goals;
 - 21) Meet with participants as needed for case management sessions to provide support, referrals and to ensure their accountability and program compliance;
 - 22) Collaborate and communicate with employment consultant, job coach and/or community partners, if appropriate;
 - 23) Participate in the job search when relevant;
 - 24) Provide individualized job coaching services;
 - 25) Teach resume building skills and cover letter writing;
 - 26) Complete mock interviews/role playing;
 - 27) Form relationship with other employers and service providers;
 - 28) Engage in advocacy on behalf of participant;
 - 29) Research and recommend resources based on participants' needs and desires;
 - 30) Utilizing clinical skills provide participants with counseling and support;
 - 31) Provide crisis intervention as necessary;
 - 32) Provide services utilizing Motivational Interviewing, Harm Reduction and Trauma Informed Care principles;
 - 33) Document the assessment of client progress toward goals, providing support and changes where necessary;
 - 34) Facilitate client peer support groups;
 - 35) Provide individual support to clients via home and job/site visits;
 - 36) Provide and coordinate services for crisis intervention and de-escalation;
 - 37) Facilitate industry recognized certification trainings;

- 38) Facilitate the Job Readiness Class;
 - 39) Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
 - 40) Receive and review referrals for new participants;
 - 41) Complete case note documentation ensuring notes are detailed, comprehensive, address participant's involvement with their plan and documents participants' progress or lack thereof towards goal/objective attainment. Ensures a case note is completed for every contact made with the participant as well as for every contact made on behalf of a participant;
 - 42) Complete file reviews. Ensure that the case files and participant records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation and/or policy and procedure. Ensure file is in compliance with regulations and requirements. Enter participant updates and information into databases in accordance with policy and procedures. Collect and calculate statistics by participant and submit to referring agencies as directed;
 - 43) Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
 - 44) Advocate on behalf of the participants for other services within the community. This includes coordinating with substance abuse providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve a participant's homelessness;
 - 45) Provide transition materials, as well as, plan workshops, special events, and engage speakers;
 - 46) Telephone calls (i.e.-client check ins, referrals for service coordination, etc.);
 - 47) Coordinate services for substance abuse treatment, job skill assessment and training, community behavioral-health counseling services, housing needs;
 - 48) Serve as client liaison between program and other support agencies;
 - 49) Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
 - 50) Enter participant updates and information into monthly reports which are submitted to program manager;
 - 51) Provide regular, internal reviews of case files and participant records for quality assurance and completion in accordance with agency and program standards; and
 - 52) Obtain bus passes and assist clients with coordinating transportation needs.
- i. The essential case management services that may be performed by a pre-release case manager are:
- 1) Outreach and engage targeted ex-offenders that may benefit from the Program;
 - 2) Conduct screenings to identify individuals that meet the qualifications of the program;
 - 3) Complete initial intake assessments;
 - 4) Meet with individual participants, administer and/or review the LS/CMI assessment and assess participant's criminogenic needs;
 - 5) Provide transition planning and counseling (individual and groups);
 - 6) Facilitate the Job Readiness Class;
 - 7) Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
 - 8) Assist clients in obtaining identification;
 - 9) Orient clients to program for successful completion;
 - 10) Provide and coordinate services for crisis intervention and de-escalation;
 - 11) Collaborate with clients to develop measurable goals;
 - 12) Phone calls (i.e., client referrals for service coordination, etc.);

- 13) Supervisory chart review for quality assurance and completeness in accordance with regulations;
- 14) Attend multi-disciplinary meetings for case coordination and advocacy on behalf of clients (i.e. Care Team, etc.);
- 15) Staff supervision to address client needs or issues;
- 16) Referral coordination for community healthcare, mental health, and other services necessary for successful program completion;
- 17) Document and track services for reporting, client outcomes, and audit purposes;
- 18) Consult with key community, familial, probation officials, and other support services, in accordance with privacy laws, to address potential concerns related to substance abuse, behavioral health, or criminal issues; and
- 19) Coordinate with community partners for post-transition planning;

3. Staff Background/Criminal Record Checks

- a. The Contractor shall comply with Section VIII Background Screening in the attached Final 2024 PO Terms and Conditions as well as the following:
- b. The Contractor/subcontractor shall also ensure that the LCQAC, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being hired or assigned to work under this Contractual Purchase Order. The Contractor shall not offer employment to any individual or assign any individual to work under this Contractual Purchase Order, who has not had an FCIC/NCIC background check conducted. The Contractor shall maintain the background check approval for each employee in their personnel file.
- c. When providing services within a correctional setting, the Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI), and results must be submitted to the Department prior to any current or new Contractor staff being hired or assigned to work under this Contractual Purchase Order. The Contractor shall bear all costs associated with this background screening. The Contractor shall not consider new employees, as permanent until the Department receives a favorable report from the FBI.
- d. No person who has been barred from any Department institution or other facility shall provide services, under this Contractual Purchase Order.
- e. Offenders are precluded from participating in programming, receiving services, or placement at any program where pre-existing, or continuous close personal relationships, exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Department's Contract, or designee of any know pre-existing close, personal relationships between staff and participants. Rule 33-208.002(26), F.A.C., shall apply at the program, and stipulates that marriage between an employee and a participant is prohibited.
- f. The Contractor/subcontractor shall not permit any individual to provide services under this Contractual Purchase Order who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may

work for other elements of the Contractor's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department' inmates sentenced to sites included under this Contractual Purchase Order.

- g. The Contractor shall disclose any business or personal relationships of Contractor and Contractor's staff, and/or potential staff with any individual who is incarcerated or under the supervision of the Department.
 - h. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee under this Contractual Purchase Order.
 - i. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to approve, such cases. The Department prefers Contractor hire staff who have no criminal history in the last two (2) years. The Contractor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
 - j. The Contractor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or form Department employees.
4. Program Support for Contractor

The Contractor shall follow the conditions set forth in Section III., COMPENSATION, and provide supporting documentation with the monthly invoice when requesting reimbursement for office supplies and copier expense. All program support services expenses for the Contractor shall be in accordance with all Departments' policies and procedures, applicable federal and state laws, rules, regulations, both current and/or revised.

J. General Reporting Requirements

The Contractor shall submit the reports delineated below to the Department's Contract Manager, or designee. The Department reserves the right to modify reporting requirements as necessary, upon 30 business days written notification to the Contractor, provided same does not adversely impact the Contractor's subcontracts. The Department encourages the Contractor to submit copies of the required reports by e-mail as an attached Microsoft Word file or a .pdf file. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

The following reports are subject to verification by the Department.

1. Probation Progress Reports: The Contractor shall submit a Progress report to the Probation Officer for each offender on supervision with the Department, by the last day of the month for the prior month's activities.
2. OPB Report: Beginning at the end of the first full quarter, following issuance of this Contractual Purchase Order, the Contractor shall provide to the Department's Contract Manager, or designee, documenting a positive return on investment to the state from the Contractor's project and from funds provided under this Contractual Purchase Order. This report shall be provided to the Department's Contract Manager, or designee, by the 15th calendar day, following the end of each quarter.,

3. Report to Legislature: Based on Legislative provisor language the Contractor shall provide information to the Department by December 4, 2023, regarding the population served by the Program, including information relating to the criminal history, age, employment history, and education level of inmates served; the services provided to inmates as part of the Program; the cost per inmate to provide those services; any available recidivism rates; and any matching funds or in-kind contributions provided to the Program.
4. Program Invoice and Monthly Performance Report (Attachment II): The Contractor shall provide the Department with a Program Invoice and the Monthly Performance Report on a monthly basis using the Department's standardized format. The Program Invoice and Monthly Performance Report shall be submitted to the Department's Contract Manager, or designee, no later than the 45 days following the month that services were rendered, unless prior written approval for extenuating circumstances has been received by the Contractor from the Department's Contract Manager, or designee.
5. Executive Compensation Report – Per Executive Order 20-44m, the Contractor must submit an annual report. Including its most recent IRS Form 990, to the Contract Manager by May 15th each calendar year. The annual report shall detail the total compensation for the Contractor's executive leadership teams, including salaries, bonuses, cashed-in-leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payouts(s). The annual report must indicate what percentage of compensation comes directly from the State or federal allocation to the Contractor. In addition, the Contractor shall inform the Department of any change(s) in total executive leadership compensation between annual reports.

K. Performance Measures and Financial Consequences

The Department has developed the following performance measures which shall be used to measure the Contractor's performance and delivery of services.

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

The Contractor must submit a written request to the Contract Manager for any exception to these standards. The Contractor's request must be made in advance of the Department assessing financial consequences. The Contractor must not have contributed to the cause(s) of a failed performance standard for the Contract Manager to grant an exception. The Department's granting of an exception is not automatic and is at the Department's sole discretion.

1. Performance Measure: Reporting Requirements

- Outcome: The Contractor shall submit one hundred percent (100%) of the reports required in Section II., K., General Reporting Requirements.
- Measure: Review the reports received and compare to the required submission timeframes.
- Standard: The Contractor must successfully submit the reports no later than the date described in Sections II., K., General Reporting Requirements, one hundred percent (100%) of the time.
- Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of one-quarter percent (.025%) of the contractual purchase order value for every occurrence.

2. Performance Measure: Annual Comprehensive Program Evaluation (CPE) Monitoring

Outcome: The Contractor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation, completed by the Department.

Measure: Annually

Standard: (80%) compliance achieved during the Department’s CPE monitoring

Consequence: The Department will assess financial consequences as a percentage of the fiscal year Contractual Purchase Order value, when compliance is within one of the ranges below:

- a) 79-70%=2% of the annual Contractual Purchase Order Value; or
- b) 69-60%=3% of the annual Contractual Purchase Order Value; or
- c) 59-0%= 4% of the annual Contractual Purchase Order value.

3. Performance Measure: Program Invoice and Monthly Performance Report

Outcome: The Contractor shall submit the Summary Invoice and Detailed Performance Report, in a Department approved format, to the Contract Manager on or before no later than 45 days, following the month that services were rendered.

Measure: Monthly

Standard: All Monthly Invoice and Detailed Performance Reports shall be postmarked or sent by email by the 45th day of the month, following the month that services were rendered.

Consequence: Unless the Contract Manager provides written pre-approval of an extended timeframe, based on the Contractor’s assertion of extenuating circumstances beyond their control, the Department will assess the following financial consequences:

- a. 10% of the total invoice amount, if postmarked or emailed 45th day of the month, following the month that services were rendered; and
- b. An additional 10% of the total invoiced amount for each additional month late thereafter.

4. Performance Measure: Repeat Deficiencies

Outcome: The Contractor shall correct performance deficiencies identified during a monitoring review, or site visit as required by a CAP.

Measure: Per CAP, upon subsequent review or site visit

Standard: 100% of all deficiencies identified will be corrected within the time frame indicated on a CAP.

Consequence: One percent (1%) of the annual Contract value, or \$500 whichever is less, for each CAP where a repeated deficiency occurs and has not been corrected by the Contractor in accordance with their Department-approved CAP.

5. Performance Measure: Successful Discharges/Active Participants

Outcome: All program participants enrolled in the program during each quarter, must remain active in the program or be successfully or administratively discharged from the program during that quarter.

Measure: Review of each offender's admission date, discharge date, and discharge status.

Standard: Sixty-Five percent (65%) of the program participants enrolled in the program during each quarter of the year, must remain active in the program or successfully or administratively discharged from the program during the quarter.

Consequence: If the Contractor fails to meet, the Performance Standard as outlined above, the Department will impose Financial Consequences of one percent (1%) of the total allocation of the Contractual Purchase Order annually.

The standard for each performance measure must be met for the amount of time specified. The Contractor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

By executing this Contractual Purchase Order, the Contractor hereby acknowledges and agrees that its performance shall meet the standards set forth above. Any failure by the Contractor to achieve the performance measures identified above will result in assessment of financial consequences. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required.

The Contractor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, will provide written notice to the Contractor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) business days of receipt of a written notice of demand for consequences due, the Contractor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit in the amount of the financial consequences due on the next monthly invoice, following imposition of consequences. Documentation of the amount of financial consequences assessed shall be included with the invoice, if issuing credit. Financial consequences not paid within 60 calendar days of notice will be deducted from amounts then due the Contractor.

L. Monitoring and Evaluation Methodologies**1. Methodologies**

The Department may utilize any or all the following monitoring methodologies in monitoring the Contractor's performance under this Contractual Purchase Order and in determining compliance with Contractual Purchase Order terms and conditions:

- a. Site visits both announced and unannounced;
- b. Review of clinical files to ensure delivery of required services;
- c. Desk reviews of records related to services delivery and adherence to contractual timeframes (shall include any documents and database pertaining to this Contractual Purchase Order and may be based on all documents and data, or a sampling of same whether random or statistical);

- d. Observation of direct clinical services and program activities (i.e., assessments, screenings, treatment plan reviews, aftercare plan reviews, individual and group counseling sessions, etc.);
- e. Onsite reviews of Contract-related records maintained at the Contractor's business location(s);
- f. Interviews or surveys of Contractor staff, Department staff and offenders;
- g. Review of grievances regarding the Contractor's service delivery; and
- h. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

To ensure quality related and non-compliance issues are addressed, the Contractor may be required to submit a written Corrective Action Plan (CAP) or Quality Enhancement Strategy (QES) detailing the activities that will be used to ensure contract compliance.

2. Monitoring Tool

The Department will develop and administer a Contract Monitoring tool in accordance with the requirements of this Contractual Purchase Order. The monitoring tool will be utilized in review of the Contractor's performance.

3. Self-Certification of Compliance

The Contractor shall complete the Self-Certification of Compliance checklist within 30 Days of Contract execution. All documents referenced in the Contractor's Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department, upon request. The Contractor's Self-Certification is not binding on the Department.

4. Program Start-up Orientation and Subsequent Monitoring

The Contract Manager will conduct an orientation during the first 30 calendar days of Program start-up. The Contract Manager will observe and assess the Contractor's understanding of the tasks required for the overall success of the Program. The Program orientation will include confirmation that technical instructions have been provided to new staff, and a meeting with the lead Contract Supervisor(s) and staff to ensure that Contract requirements monthly reporting, invoicing, and program data management are clearly understood and properly implemented.

Orientation will be followed by an in-depth CPE at least once every Contract year. The frequency of the CPE will be at the discretion of the Contract Manager, in accordance with Department procedures. The Department may begin monitoring the Contractor's service delivery beginning the second month after the implementation of services to ensure that Contract requirements are being met. The Contractor shall provide all documentation requested during a monitoring event or by 5:00 p.m. Eastern Time on the last Day of the monitoring event.

5. Corrective Action Plans (CAPs)

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring event. The monitoring report will be in detail sufficient to provide the Contractor an opportunity to correct areas of noncompliance where feasible. Once received, the Contractor shall submit a written CAP to the Contract Manager within 10 Days of receiving of the monitoring report, unless a longer period of time is allowed by the Department's monitoring report. The Contractor's CAP shall address all noted deficiencies, include the individuals responsible for correcting deficiencies, and provide time frames required for achieving compliance. The Department may reject CAPs that do not contain all information required.

In response to the Department’s written monitoring report, the Contractor may submit any documentation not previously provided during the monitoring event. This documentation will not change the monitoring score, if applicable, but will count towards achievement of correction in the Contractor’s CAP. Designated Department staff may conduct follow-up monitoring at any time to determine the Contractor’s compliance with their Department-approved CAP, and corrections of deficiencies previously noted.

Upon the Department’s approval of this Corrective Action Plan (CAP), the issues identified herein shall be corrected by the date specified in this CAP to avoid financial consequences from being imposed during a follow-up visit. If an exception is going to be requested and/or a revised CAP is going to be submitted by the Contractor, it must be approved prior to the Department’s follow-up visit/monitoring.

M. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contractual Purchase Order:

- 1. Services as specified in Section II., I., Services to be Provided.

III. **COMPENSATION**

A. Payment

The Department will compensate, the Contractor for services as specified in Section II., SCOPE OF SERVICE, as delineated below. Total payments shall not exceed the total annual appropriation amount of \$500,000. Invoices shall be delivered by email 45 calendar days after the month of service delivery. Invoices must be accompanied by the required Monthly Report, Progress Reports, Quarterly Performance and Improvement Report and OPB Report (positive benefits of investment report) and each invoice must document compliance with performance measures described in Section II., L., Performance Measures and Financial Consequences.

COMPENSATION CHART

PBC may request reimbursement of administrative fees at no more than 15% of the total FY 24-25 allocation.

CASE MANAGEMENT SERVICES: These services are provided to clients through The Lord's Place and/or the City of Riviera Beach Re-entry Center. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. The category maximums established are for the purpose of budgeting and trend analysis. RESTORE may use funds from another category to facilitate the successful delivery of the Program if necessary. The Contractor must submit a cumulative spreadsheet to track the distribution of funds for all categories where a maximum amount is established.

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The Lord's Place, City and/or the City of Riviera Beach Re-entry Center

| Category | Service | Rate | Requirements |
|---------------------------|---|--|--|
| Case Management Unit Cost | These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. Case Management Services described in Section II., J., 2 h. | \$15.00 per each 15 minutes of service delivery, may be multiple 15-minute increments billed | Eligibility for receipt of service: Must be provided to an inmate within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Documentation for Invoicing: Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| Peer Specialist Unit Cost | The Peer Specialists uses their own unique experience in order to guide and support others who are transitioning back to the community through one-on-one sessions or group meetings | \$15.00 per each 15 minutes of service delivery, may be multiple 15-minute increments billed | Eligibility for receipt of services: Must be provided to an inmate within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Documentation for Invoicing: Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided. |

DIRECT CLIENT SUPPORT SERVICES: These services are provided to clients through The Lord's Place and the City of Riviera Beach Re-entry Center. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. The category maximums established are for the purpose of budgeting and trend analysis. RESTORE may use funds from another category to facilitate the successful delivery of the Program if necessary. The Contractor must submit a cumulative spreadsheet to track the distribution of funds for all categories where a maximum amount is established.

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| Category | Service | Rate | Requirements |
|--|--|---|---|
| Post-Release Transportation | Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), Brightline and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as a one-time cost) Ride-Sharing (up to \$50 per ride) | \$75.00 maximum per participant per month for bus passes \$100.00 maximum per participant for Tri-Rail passes \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for 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, DC number, 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) | \$500 maximum per participant | Receipt for product along with program client acknowledgement form |
| Cognitive Behavioral Intervention | CBI classes (MRT or CBI EMP) | \$25 per class | Receipt for stipend along with client acknowledgment form and sign in sheet. |
| Post-Release Medical Financial Assistance | Medication or medical assistance | \$500 maximum per participant | 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). | \$350.00 maximum per participant/ | Receipt from identification provider along with client acknowledgement form |
| Post-Release Basic Needs | Water, food, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc. | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt |

| Category | Service | Rate | Requirements |
|--|--|----------------------------------|--|
| Post-Release Basic Technology Needs and Financial Assistance | Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone services | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt |

CLIENT SUPPORT SERVICES- OUTSIDE AGENCIES: These services are provided to clients through The Lord's Place and the City of Riviera Beach Re-entry Center utilizing outside agencies. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Support services shall remain available until the maximum costs are exhausted or the Contractual Purchase Order expires.

| Category | Service | Rate | Requirements |
|--|---|---|--|
| Post-Release Education Preparation Class | Academic Instruction to Improve Basic Literacy (GED Instruction) | \$128 full battery of GED tests. \$32 each GED section/content area \$12 retest per GED section/content area \$30 tuition fee GED Prep | \$195.00 maximum per participant, proof of enrollment |
| Emergency Housing | Direct service or referral based | \$1,500 maximum per participant | Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgment form. |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems | \$100 maximum per assessment | Receipt from provider along with client acknowledgement form |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol | \$300 maximum per participant | |

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CLIENT SUPPORT SERVICES-EITHER CONTRACTED PROVIDERS OR OUTSIDE

AGENCIES -These services are provided to clients through Contractors, The Lord's Place, Integrated Healthcare Systems Riviera Inc., Inc., and/or the City of Riviera Beach Re-entry Center), or outside agencies. The Contractor may reimburse subcontractors when provided documentation and evidence to support services are for enrolled offenders. Support services shall remain available until the maximum costs are exhausted or the expiration of the Contractual Purchase Order.

| Category | Service | Rate | Requirements |
|---|---|----------------------------------|--|
| Post-Release Housing | Direct service or referral based | \$10,000 maximum per participant | Maximum of \$10,000 per participant -need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing. |
| Pre-& Post-Release Vocational Training | Vocational job training | \$3,500 Maximum per participant | Receipt for course registration and client acknowledgement form |
| Post-Release Mental Health Assessment | Mental health assessment | \$300.00 maximum per 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) | \$2,000 maximum per participant | Receipt from provider along with client acknowledgement form |
| Transitional Job (TJ) | Hands on employment training through a designated TJ coupled with CBI | \$550 maximum per week | Receipt of stipend along with client acknowledgment form and client "time" sheet |

B. State Business Requirements

1. MyFloridaMarketPlace(MFMP)/ Ariba on Demand (AOD)

Each Contractor, as defined in Section 287.012, F.S., doing business with the State of Florida shall maintain an active registration in MFMP/AOD unless exempted under Rule 60A-1.033, F.A.C. For assistance with registration, Contractors may contact the MFMP/AOD Customer Service Desk at contractorhelp@myfloridamarketplace.com or (866) 352-3776.

Pursuant to Section 287.057(24), F.S., all contractor payments could be assessed a Transaction Fee unless a qualifying exception exists pursuant to Rule 60A-1.031, F.A.C. and the Department has determined that payments made under this Contract are excepted from this Transaction Fee pursuant to Rule 60A-1.031(6)(f), F.A.C.

2. Vendor Substitute W-9

The Florida Department of Financial Services requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flVendor.myfloridacfo.com>. Forms can be found at: <https://flVendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flVendor.myfloridacfo.com/W-9%20faqs.pdf>. The Florida Department of Financial Services is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

3. MyFloridaMarketPlace Vendor Registration

All vendors are required to maintain an active registration with the State of Florida. Registration can be completed online at <http://vendor.myfloridamarketplace.com/>. You may contact the MyFloridaMarketPlace Customer Service Desk at 1-866-352-3776 for assistance.

C. Submission of Invoice(s)

The Contractor agrees to request compensation monthly through submission to the Department of a properly completed invoice 45 calendar days after month end, for the previous month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required reports outlined in Section II., K., General Reporting Requirements and documenting compliance with performance measures described in Section II., L., Performance Measures and Financial Consequences.

The invoice will be considered for payment once received, reviewed, and approved by the Department's Contract Manager, or designee, which shall be no more than 15 calendar days from the date of receipt of the invoice, and all supporting documentation. If the Department's Contract Manager, or designee, identifies an issue with the Contractor's invoice, or a bona fide dispute, the 15-calendar day timeframe will be suspended until the Contractor resolves the issue or provides all requested information necessary to certify the invoice for payment.

The Contractor's invoice shall include the Contractor's name, Contractual Purchase Order number, invoice number, mailing address, Federal Employer Identification Number (FEIN), date of invoice period, and unit rates, in accordance with Section III., A., Payment. The Contractor shall provide an invoice in a format approved by the Department's Contract Manager, or designee, and every invoice must be accompanied by the appropriate supporting documentation.

The Contractor shall submit invoices pertaining to this Contractual Purchase Order to:

Roshanda Colebrook-LaGuerre, FCCM, MCJ, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
2928 North State Road 7
Lauderdale Lakes, FL 33313
Telephone: (954)375-9446
Email: Roshanda.Colebrook-Laguerra@fdc.myflorida.com

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Palm Beach County Board of County Commissioners
C/o Nicole Bishop, Director Justice Services
20 S. Military Trail
West Palm Beach, Florida 33415
Phone: (561) 355-1723
Fax: (561) 355-30971
Email: NBishop@pbcgov.org

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contractual Purchase Order.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contractual Purchase Order, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contractual Purchase Order.

G. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contractual Purchase Order. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

H. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) business days to inspect and approve the goods and services and associated invoice, unless this Contractual Purchase Order specifies otherwise. The Department has 20 calendar days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within 40 calendar days, a separate interest penalty, as specified in Section 215.422, F.S., will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than \$1.00 will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

I. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than 45 calendar days after acceptance of the final deliverable by the Department or the end date of this Contractual Purchase Order, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time-period. Any payment due under the terms of this Contractual Purchase Order may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

J. Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services' at (850) 413-5516.

K. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contractual Purchase Order by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at www.myfloridacfo.com/division/aa/vendors or by phone at (850) 413-5517.

IV. CONTRACTUAL PURCHASE ORDER MANAGEMENT

A. Department’s Contractual Purchase Order Manager

The Contractual Purchase Order Manager for this Contractual Purchase Order will be:

Roshanda Colebrook-LaGuerre, Operations Review Specialist
Bureau of Contract Management and Monitoring
Florida Department of Corrections
2928 North State Rd 7
Lauderdale Lakes, Florida 33313
Telephone: (954) 375-9446
Email: Roshanda.Colebrook-LaGuerre@fdc.myflorida.com

The Department’s Contractual Purchase Order Manager will perform the following:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor and evaluate the Contractor's performance;
5. Process all change orders, and terminations of this Contractual Purchase Order;
6. Review, verify, and approve invoices from the Contractor; and
7. Evaluate Contractor performance upon completion of the overall Contractual Purchase Order. This evaluation will be placed on file and will be considered if this Contractual Purchase Order is subsequently used as a reference in future procurements.

B. Department’s Contract Quality Assurance Program Manager

The Department’s Contract Quality Assurance Program Manager for this Contractual Purchase Order will be:

Amy Vanness, Assistant Bureau Chief
Bureau of Substance Use Treatment
Florida Department of Corrections
501 South Calhoun Street Tallahassee, Florida 32399-2500
Telephone: (850) 717-3051
Facsimile: (850) 922-0847
Email: Amy.Vanness@fdc.myflorida.com

The Department’s Contract Quality Assurance Program Manager will perform the following functions:

1. Maintain a Contract Quality Assurance file;
2. Serve as the liaison between the Department and the Contractor on all quality assurance issues;
3. Monitor program service delivery in terms of quality of services/programs being provided;
4. Monitor program related performance measures; and
5. Serve as the liaison between Institutions, Circuits, and the Contractor on all quality assurance related issues.

The Department’s Contract Quality Assurance Program Manager may delegate the following functions to the Department’s Local Contract Quality Assurance Coordinator:

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1. Monitor quality of services and programs being delivered through data, site visits, and observations;
2. Provide technical assistance to the Contractor;
3. Facilitate communication between Community Corrections and Institutions staff with the Contractor as required on all quality assurance related issues; and
4. Monitor the expenditures and utilization, as related to service delivery.

C. Department’s Local Contract Quality Assurance Coordinator

The Department’s Local Contract Quality Assurance Coordinator for this Contractual Purchase Order will be:

Arnia Perpignand, Correctional Programs Consultant
 Bureau of Substance Use Treatment
 Florida Department of Corrections
 1641 Worthington Road, Suite 320
 West Palm Beach, FL 33409
 Telephone: (561) 269-5772
 Facsimile: (561) 242-5484
 Email: Arnia.Perpignand@fdc.myflorida.com

D. Contractor’s Representative

The name, title, address, and telephone number of the Contractor’s representative responsible for administration and performance under this Contractual Purchase Order is:

Nicole Bishop, Director
 Justice Services Palm Beach County Public Safety Department 20 S. Military Trail
 West Palm Beach, Florida 33415
 Telephone: (561) 355-1723
 Fax: (561) 355-3097
 E-mail: NBishop@pbcgov.org

E. Contractual Purchase Order Management Changes

After execution of this Contractual Purchase Order, any changes in the information contained in Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contractual Purchase Order record.

V. **CONTRACTUAL PURCHASE ORDER MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contractual Purchase Order, with the exception of Section III., C., Submission of Invoice(s), and Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, shall be valid only through execution of a formal Contractual Purchase Order Change Order.

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VI. CONDITIONS**A. Records****1. Audit Requirements**

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices (GAAS).
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contractual Purchase Order.

2. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contractual Purchase Order following termination of the Contractual Purchase Order for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request, if stored at a different site location than the address listed on Section V., C., Contractor's Representative, or the address listed in Section IV., D., Official Payee. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. The Contractor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the of the appropriate timeframes, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Department of the location of all records pertaining to this Contractual Purchase Order and shall notify the Department by certified mail within 10 Days if and when the records are moved to a new location.

B. State Objectives**1. Environmental Considerations**

The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S., relating to the procurement of materials with recycled content.

2. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org>.

3. Products Available from the Blind or Other Handicapped (RESPECT):

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; and for purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contractual Purchase Order shall be procured in accordance with the provisions of Section 403.7065, F.S.

D. Sponsorship and Media

If the Contractor is a program financed partially by State funds, including any funds obtained through this Contractual Purchase Order, it shall, in publicizing, advertising, or describing the sponsorship of the Program, state: "Sponsored by Palm Beach Board of County Commissioners, and the Florida Department of Corrections." If the sponsorship reference is in written material, the words "Florida Department of Corrections" shall appear in the same size letters or type as the name of the Contractor.

Coordination with the Department's communication's office is required for any media-related publicizing or advertising.

E. Employment of Department Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or other basis during the period of this Contractual Purchase Order, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

F. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contractual Purchase Order.

G. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contractual Purchase Order. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. This Agreement is not a partnership or a joint venture between the parties.

H. Disputes

Any dispute arising from this Contractual Purchase Order shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Administration. The Department's Director of Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Department's Contract Manager, or designee.

I. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contractual Purchase Order produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to this Contractual Purchase Order, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contractual Purchase Order. All computer programs and other documentation produced as part of this Contractual Purchase Order shall become the exclusive property of the Florida Department of State and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that this Contractual Purchase Order prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

J. Subcontracts

The Contractor shall comply with Section XXIV in the attached Final 2024 FDC PO Terms and Conditions, and shall include the items noted below:

1. Identity of the subcontractor (i.e., company, individual, etc.) that will be performing the subcontracted services;
2. Qualifications of the subcontractor; License(s) and certification(s) provided by the subcontractor, required to perform the subcontracted services; and
3. Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - a. Cooperation with Inspector General
 - b. Cooperation with the Florida Senate and the Florida House of Representatives
 - c. E-Verify
 - d. Staff Background/Criminal Records Checks

Additionally, all subcontractor agreements must include a statement from the proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms included in the contract between the Department and the Contractor.

K. Severability

The invalidity or unenforceability of any particular provision of this Contractual Purchase Order shall not affect the other provisions hereof and this Contractual Purchase Order shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contractual Purchase Order can still be determined and effectuated.

L. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial Branch, or a State agency.

M. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department’s staff identified in Section II., C., Communications, and Section IV., CONTRACTUAL PURCHASE ORDER MANAGEMENT, of this Contractual Purchase Order shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor’s Representative identified in Section IV., D., Contractor’s Representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

N. Conflict of Interest

The Contractor shall not compensate in any manner, , any officer, agent or employee of the Department for any act or service that may done, or performed for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contractual purchase order or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contractual Purchase Order.

O. Florida Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the Florida Department of State, or shall provide certification that they are exempt from this requirement.

P. Governing Law and Venue

This Contractual Purchase Order is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Q. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contractual Purchase Order, which includes and incorporates the Business Associate Agreement (**Attachment IV**), as part of this Contractual Purchase Order.

R. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contractual Purchase Order. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contractual Purchase Order are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

S. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other State of Florida agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16), F.S. This statute requires the Florida Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

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T. Scope Changes After Contractual Purchase Order Execution

During the term of this Contractual Purchase Order, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contractual Purchase Order specifications, provided that such changes are within the general scope of this Contractual Purchase Order.

The Department may make an equitable adjustment in the Contractual Purchase Order prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor 30 calendar days in advance of any Department-required changes to the technical specifications and/or scope of service which affect the Contractor's ability to provide the service as specified herein. Any changes, that are other than purely administrative changes, will require a Change Order.

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24-0925

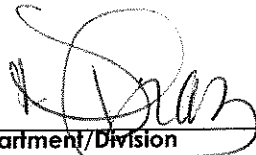

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 662-062624*1548

BGRV 662-062624*0490

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 |
|---------------------|----------------------------------|-------------|------------------|------------------|----------------|----------|------------------|-------------------------------------|-------------------|
| REVENUES | | | | | | | | | |
| 1436-662-5706-6999 | Other Miscellaneous Revenue | DOC FY24-25 | 0 | 0 | 406,250 | 0 | 406,250 | | 406,250 |
| | Total Fund Revenues | | 1,688,349 | 1,988,477 | 406,250 | 0 | 2,394,727 | | |
| EXPENDITURES | | | | | | | | | |
| 1436-662-5706-8101 | Contributions -Othr Govtl Agency | DOC FY24-25 | 93,750 | 93,750 | 129,906 | 0 | 223,656 | 0 | 223,656 |
| 1436-662-5706-8201 | Contributions -Non-Govts Agency | DOC FY24-25 | 0 | 0 | 276,344 | 0 | 276,344 | 0 | 276,344 |
| | Total Fund Expenditures | | 1,688,349 | 1,988,477 | 406,250 | 0 | 2,394,727 | | |

SIGNATURES _____ DATES _____
 8/10/24
 Initiating Department/Division
 8/15/2024
 Administration/Budget Department Approval
 OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS
 At Meeting of: September 10, 2024
 Deputy Clerk to the
 Board of County Commissioners

Revised 6/12/24

**CONTRACT FOR
ADULT REENTRY SERVICES**

THE LORD'S PLACE, INC.

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 THE LORD'S PLACE, INC.,

a NOT-FOR-PROFIT ORGANIZATION authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is 59-2240502.

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/liason during the performance of this Contract shall be NICOLE BISHOP, telephone no. 561-355-1723.

The ENTITY'S representative/liason during the performance of this Contract shall be DIANA STANLEY, telephone no. 561-494-0125.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on JULY 1, 2024 and complete all services by JUNE 30, 2025. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on JULY 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 TWO HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED FORTY FOUR Dollars (\$ 242,844). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in

Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY FIVE Dollars (\$ 108,355), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same 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 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

ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at

a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. **Waiver of Subrogation** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

(Using the address as indicated in the "Notices" article or another address on agreement of the parties.)

Public Safety Department

20 South Military Trail

West Palm Beach, FL 33415

- F. **Right to Revise or Reject** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

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 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, The Lord's Place, Inc. shall indemnify, defend and hold harmless the County against any actions, The Lord's Place, Inc. claims or damages arising out of the negligence of

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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; ASSIGNMENT

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 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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; OFFICE OF THE INSPECTOR GENERAL

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

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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

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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:

Diana Stanley, CEO
The Lord's Place, Inc.
2808 N. Australian Ave.
West Palm Beach, FL 33407

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

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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 Resolutions 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/liason, 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 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 subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and 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

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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.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the ENTITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

ENTITY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. ENTITY has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and 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:

ENTITY:

Signature

The Lord's Place
Company Name

Cristina Lucier
Name (type or print)

Signature

Vanessa Klein
Signature

Raymond Morse
Typed Name

Vanessa Klein
Name (type or print)

Vice President of Strategic Impact
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: Sejnos
Department Director

SCOPE OF WORK (FDC)
THE LORD'S PLACETHE LORDS PLACE

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 Lord's Place (TLP) agrees that it is a subrecipient of the funds provided to PBC Reentry from the Florida state appropriation through the Florida Department of Corrections (FDC). TLP is subject to the terms and conditions for receipt of funds imposed by FDC and PBC Reentry.

CLIENT ELIGIBILITY FOR ALL SERVICES

Eligible reentry participants must be moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC Reentry upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. TLP agrees to serve all referred reentry participants countywide. Any individual walking in requesting services needs to be assessed by TLP agency staff to determine eligibility. Reentry participants MUST have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management & general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job, transitional housing and mental health treatment/services providers or approved external agencies providing services.

SERVICE RECORDS AND DOCUMENTATION

TLP 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. TLP 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, TLP 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. TLP 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

TLP will be required to refer reentry participants for additional reentry services. TLP agrees to refer reentry participants to primary service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, Transitional Housing Program services and Mental Health Services/Treatment. TLP is responsible for completing a documented referral for the requested services from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is *mandatory*.

If primary PBC Reentry contracted service providers are unavailable to provide services, TLP may refer reentry participants to external agencies for services. TLP must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. TLP must document the reason for referring a participant to an external agency prior to referring reentry participants to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to: the service requested from the PBC contracted service provider is unavailable, the PBC contracted service provider did not respond to TLP's referral in a timely manner, and the participant requested to work with another service provider for a particular reason. TLP will be required to have an active, executed Memorandum of Understanding (MOU) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

TLP is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, as reflected in the MOU. TLP is responsible for conducting quality assurance monitoring at least once annually on each partnering agency used to provide services for participants served under this Contract. TLP 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

TLP 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. TLP 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, TLP 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, quality of service delivery, participant responsiveness, and program differentiation. PBC Reentry staff will monitor contracts at least twice per year for compliance and TLP 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

TLP 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 TLP

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

A. ADULT POST-RELEASE CASE MANAGEMENT & GENERAL CLIENT SUPPORT SERVICES

STAFF REQUIREMENTS

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

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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- 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.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and two (2) years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete initial 30 day and quarterly file reviews on a recurring basis for the duration of participant enrollment. Provide PBC Reentry with information and documentation regarding the file review process and the schedule TLP uses to complete file reviews.

- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Staff Background Check Requirements

TLP staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Staff Training Requirements

All TLP reentry staff providing services must meet the below training requirements and provide certification of completion to PBC Reentry within ninety (90) business days of the execution of 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, TLP 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. TLP 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.
- Any training as required by the Florida Department of Corrections.

PRE- & POST-RELEASE OVERVIEW

TLP 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 must staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

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.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B".

OUTREACH/ENGAGEMENT

Initial Referral

Participants will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other state prisons/work release programs, and/or jails. The referral process and required services for each referral sources are as follows:

- Sago Palm Reentry Center
 - Referred to post-release services at least one (1) year prior to projected release date unless there are extenuating circumstances.
 - Attempted face-to-face contact with participants at least once per month. If face-to-face contact is not possible, the reason will be documented in the participant record.
 - Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities.
 - Participate in onsite events when available.
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.
- Other state prisons/work release facilities
 - Referred to post-release services one (1) year prior to projected release date.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to

contact the individual's FDC classification officer to schedule date and time for direct contact with referred individuals. Case Manager must make direct contact with individual no more than 30 days from date of referral in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three reasonable attempts to make direct contact with individual prior to their release date and document these attempts and contacts in the PBC Reentry selected case management database. The three attempts must not be completed in the same business day.

- Within six-to-twelve (6–12) months of their projected release date, post-release case managers must contact participants to develop rapport with participants and address any questions, goals, and concerns participants may have, educate participants on the role and responsibilities of the post-release case manager and develop a transition plan.
- Participate in in-person outreach events to regional prisons.
- Discuss housing needs and availability prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
- At least two (2) days before participants' release, the post-release case manager must contact participants to schedule an in person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.

TLP may reserve the right to pause participant intake referrals based on TLP's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, TLP must provide PBC Reentry with data showing that TLP direct services staff are documenting at least 60% of their worked hours to deliver direct services to participants. TLP will be responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if TLP's reentry staff's documented direct service hours drops to less than 60% of their worked hours.

INTAKE/ENROLLMENT

The participant intake and enrollment process will vary depending on whether TLP 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, TLP 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.
- 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.

If pre-release contact was not made, TLP case managers will:

- Make three attempts to schedule, arrange for, and complete in-person intake with participants within ninety (90) 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 the forms into the PBC Reentry selected case management database.
- 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

TLP must 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 fifteen (15) business days of enrollment with a duration of at least 45 minutes.
- Post-Release Plan
 - To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- Transition Plan (Sago Palm Reentry Center participants).
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- 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, TLP will provide the following recommended program hours with reentry participants and must document dosage hours in the PBC Reentry selected case management database:

| | Moderate Risk | Moderate-to-High Risk | High Risk |
|--------------|----------------------|------------------------------|------------------|
| Hours | 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 (at least one meeting must be in person during the first 90 days).
 - Meet and communicate with reentry participants (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.
- 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.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.
- Provide/coordinate life skill classes, job skill assessment, and training, off-site counseling services, and any other services deemed necessary to resolve reentry participants's homelessness.
- Assist in participants' job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing.
- Transport and assist participants with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.)
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- Provide court advocacy and accompaniment, if applicable and available.

Participant Closeout

TLP 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;
 - 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 medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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

TLP 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.

PROGRAM OUTCOMES

To evaluate and assess the needs of the reentry program, TLP 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 adult referrals who received pre release contact this quarter (by population)
- Number of adults enrolled in post-release reentry services per quarter
- Total number of participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who were referred to PBC contracted mental health provider
- Number and percent of adults receiving mental health treatment/services per quarter
- Number and percent of adults receiving substance use treatment/services per quarter
- Number and percent of adults who are rearrested while in post-release programming per quarter
- Number and percent of adults who have been reassessed at program closure
- Number of participants closed out by closure type (successful, unsuccessful and administrative)

*Percent = percentage of total participants served

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.

TLP agrees to provide safe, clean, drug-free, and furnished housing to PBC Reentry participants. Furnished spaces must include, at minimum, a mattress, bed frame, 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 TLP.

TLP 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 of time.

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 TLP in order for TLP 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 TLP.

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

TLP 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. TLP must be compliant with any applicable local, state or federal housing ordinances, zoning, laws, etc. TLP is responsible for obtaining and maintaining accurate documentation of current and former reentry participants' use of transitional housing funded under this contract.

PROGRAM OUTCOMES

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

- Average number of days of adults in transitional housing per quarter
- Number of adults enrolled in transitional housing program per quarter
- Number and percent of adults who exit transitional housing
- Number and percent of adults who transition to permanent housing per quarter
- Number and percent of adults who are rearrested while in transitional housing programming per quarter
- Number of individuals with sexual offenses receiving transitional housing per quarter
- Number of adults who received emergency housing per quarter

C. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES

TLP must adhere to the terms and conditions from all funding sources for reentry services, including but not limited to:

- **FDC Funds:** Palm Beach County has been granted a Florida state legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Contractual Purchase Order. TLP agrees to be bound by and to comply with the requirements of the FDC Contractual Purchase Order, by and between PBC Reentry and the FDC, as may be amended. The FDC Contractual Purchased Order, as may be amended, is incorporated herein by reference.

SUBCONTRACTS MINIMUM REQUIREMENTS

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

Remainder of page intentionally left blank.

FY 25 SCHEDULE OF PAYMENTS

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

TLP 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. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

TLP will incur a financial penalty of 10% deducted from the total invoice amount if TLP submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from TLP causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon TLP. In the event that PBC Reentry or its Finance Department returns invoices to TLP for revisions or additional information, TLP must within 2 business days resubmit returned invoices.

TLP must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse TLP for services without a DC5-404 form

FY 24 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS

TLP will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Post-Release Case Management & General Client Support Services invoices and Transitional Housing Program invoices.

Post-Release Case Management & General Client Support Services

TLP must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for TLP facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Required FDC Trainings

TLP must provide documentation that shows staff attended mandatory trainings, such as dated and signed sign in sheets, mileage, and department e-mails. Staff may be reimbursed for travel time and training. Per FDC purchase order this will be categorized as an administrative expense and must be pre-approved by PBC staff.

Transitional Housing Program

For monthly reimbursement, TLP will submit monthly invoices showing the billing period, the PBC selected case management database participant name and ID#, participant start date for transitional housing services, participant end date for transitional housing services (when applicable), number of calendar days in transitional housing, and monthly CAFs dated and signed by reentry participants confirming the receipt of housing services.

FY 25 BUDGET WORKSHEET

| | |
|---|---------------------|
| A. POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | |
| Case Management Unit Cost and/or Admin Fees, Florida Department of Corrections (FDC), CSFA# 70.011* | \$134,509.00 |
| Support Services, Florida Department of Corrections (FDC), CSFA# 70.011* | \$27,835.00 |
| SUBTOTAL POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$162,344.00 |
| B. TRANSITIONAL HOUSING PROGRAM | |
| Transitional Housing Program Services | \$74,000.00 |
| SUBTOTAL TRANSITIONAL HOUSING PROGRAM | \$74,000.00 |
| C. ADMINISTRATIVE FEES | |
| Trainings required by the Florida Department of Corrections | \$6,500.00 |
| SUBTOTAL ADMINISTRATIVE FEES | \$6,500.00 |
| TOTALS | |
| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$162,344.00 |
| B. TRANSITIONAL HOUSING PROGRAM | \$74,000.00 |
| C. ADMINISTRATIVE FEES | \$6,500.00 |
| TOTAL PROJECT BUDGET | \$242,844.00 |

*FDC funding is for enrolled reentry participants incarcerated or released from FDC.
 Timeframe is 7/1/24 to 6/30/25

COMPENSATION CHART- Services must be delivered in accordance with the chart below

| Case Management Services | | | |
|---|---|--|---|
| Category | Service | Rate | Requirements |
| Case Management Unit Cost | These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. | \$15.00 per each 15 minutes of service delivery, may be multiple 15 minute increments billed As of 8/1/24, \$15.52 per each 15 minutes of service delivery | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| Peer Specialist Unit Cost | The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings. | \$15.00 per each 15 minutes of service delivery, may be multiple 15 minute increments billed As of 8/1/24, \$15.52 per each 15 minutes of service delivery | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| 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 with Ad Valorem funds only | | | |
| Category | Service | Rate (Maximum thresholds apply to FDC funding ONLY) | Requirements |
| Post-Release Program Incentives | Incentives for successful performance outcomes relating to education, employment and/or completion of program goals. | \$25.00 per participant per month | Monthly incentives are based on the Case Manager's discretion. (Reimbursable by Ad Valorem Funds ONLY unless directed otherwise) |
| Post-Release Pro-Social Events/Activities | Events or activities organized by the program administration | \$75.00 maximum per participant per event/activity | 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. (Reimbursable by Ad Valorem Funds ONLY unless directed otherwise) |
| Post-Release Transportation | Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride) | \$75.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for 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, DC number, 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. (Cannot be reimbursed by FDLE funds) |
| Post-Release Employment Assistance | Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools) | \$500.00 maximum per participant | Receipt for product along with program client acknowledgement form (Cannot be reimbursed by FDLE funds) |
| Transitional Job (TJ) | Hands on employment training through a designated TJ coupled with CBI | \$50 maximum per participant per week | Receipt of stipend along with client acknowledgement form and client "time" sheet (Cannot be reimbursed by FDLE funds) |
| Cognitive Behavioral Intervention | CBI classes (MRT or CBI-EMP) | \$25 per participant per class | Receipt for stipend along with client acknowledgement form (Cannot be reimbursed by FDLE funds) |
| Post-Release Medical Financial Assistance | Medication or medical assistance | \$500.00 maximum per participant | 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). | \$350.00 maximum per participant | 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. | \$500.00 maximum per participant As of 8/1/24, \$750 maximum per participant | Client acknowledgement form and purchase receipt. (Cannot be reimbursed by FDLE funds) |
| Post-Release Basic Technology Needs and Financial Assistance | Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. (Cannot be reimbursed by FDLE funds) |
| Post-Release Education Preparation Class | Academic instruction to improve Basic Literacy (GED Instruction) | \$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep | \$195.00 maximum per participant. Client acknowledgement form |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems | \$100.00 maximum per assessment | Receipt from provider along with client acknowledgement form |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol | \$300.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Mental Health Assessment | Mental health assessment | \$300.00 maximum per 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) | \$2,000.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Transitional Housing | Direct service or referral based | \$10,000.00 maximum per participant | Maximum of \$10,000 per participant; need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing. |
| Post-Release Emergency Housing | Direct service or referral based | \$1,500 maximum per participant | Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgment form. |
| Pre- or Post-Release Vocational Training | Vocational job training | \$3,500.00 maximum per participant | Receipt for course registration and client acknowledgement form |

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of The Lord's Place
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Raymond Morse
(printed name of officer or representative)

State of Florida, County of Palm Beach

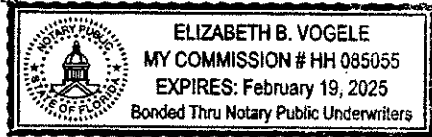
Sworn to and subscribed before me by means of physical presence or online notarization
this, 8th day of July, 2024, by RAYMOND MORSE.

Personally known OR produced identification .

Type of identification produced _____.

[Signature]
NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

Revised 6/12/24

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 JULY 1, 2024 and complete all services by JUNE 30, 2025. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on JULY 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 TWO HUNDRED TWENTY THREE THOUSAND SIX HUNDRED FIFTY SIX Dollars (\$ 223,656). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will

- bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed NINETY EIGHT THOUSAND Dollars (\$ 98,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same

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

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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.

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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

One 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

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 (FDC)
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, City of Riviera Beach (RB) agrees that it is a subrecipient of the funds provided to PBC Reentry from the Florida state appropriation through the Florida Department of Corrections (FDC). RB is subject to the terms and conditions for receipt of funds imposed by FDC and PBC Reentry.

CLIENT ELIGIBILITY FOR ALL SERVICES

Eligible reentry participants must be moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC Reentry upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. RB agrees to serve all referred reentry participants countywide. Any individual walking in requesting services needs to be assessed by RB agency staff to determine eligibility. Reentry participants MUST have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management & general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job, transitional housing and mental health treatment/services providers or approved external agencies providing services.

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 for additional reentry services. RB agrees to refer reentry participants to primary service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, Transitional Housing Program services and Mental Health Services/Treatment. RB is responsible for completing a documented referral for the requested services from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is *mandatory*.

If primary PBC Reentry contracted service providers are unavailable to provide services, RB may refer reentry participants to external agencies for services. RB must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. RB must document the reason for referring a participant to an external agency prior to referring reentry participants to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to: the service requested from the PBC contracted service provider is unavailable, the PBC contracted service provider did not respond to RB's referral in a timely manner, and the participant requested to work with another service provider for a particular reason. RB will be required to have an active, executed Memorandum of Understanding (MOU) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

RB is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, as reflected in the MOU. RB is responsible for conducting quality assurance monitoring at least once annually on each partnering 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, 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-Release Case Management & General Client Support Services
- B. Adult Post-Release Case Management & General Client Support Services
- C. Adult Post-Release Transitional Job Program
- D. Adult Post-Release Transitional Housing Program
- E. Terms and Conditions by Other Funding Sources

A. ADULT PRE-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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards Facilitate cognitive behavioral intervention or MRT programs.
- Organize family reunification/engagement events.
- Monitor and update post-release plan progress monthly, based on participant progress and reports from service providers.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete initial 30 day and quarterly file reviews on a recurring basis for the duration of participant enrollment. Provide PBC Reentry with information and documentation regarding the file review process and the schedule RB uses to complete file reviews.

- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Staff Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I and/or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Staff Training Requirements

All RB reentry staff providing services must meet the below training requirements and provide certification of completion to PBC Reentry within ninety (90) business days of the execution of 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 Moral Reconciliation Therapy (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.
- Any training as required by the Florida Department of Corrections.

PRE-RELEASE OVERVIEW (SAGO PALM REENTRY CENTER)

The Regional and State Transitional Offender Reentry (RESTORE) initiative is a reentry program to serve adult reentry participants returning to Palm Beach County from Sago Palm Reentry Center and other facilities.

Reentry participants assigned to Sago Palm Reentry Center by the FDC spend eighteen to sixty (18–60) months at the facility, where they receive job readiness, educational, life skills, substance use treatment family reunification, parenting, cognitive behavioral change, and victim impact programming.

Pre-release case managers assess enrolled participants using a validated risk/needs tool, provide individual case management services, and assist participants to develop a transition plan. Approximately twelve (12) months before release, participants who have committed to participating in RESTORE are assigned a post-release case manager who works closely with the assigned pre-release case manager. The pre-release case manager is responsible for working with pre-release participants to develop a relationship while assisting the post-release case managers build a relationship as well to ensure a seamless transition in services upon release.

RB will provide active case management and general client support services within the Sago Palm Reentry Center and be able to address reentry participant needs as they arise. At minimum case management supervisors must complete an initial 30 day and quarterly file reviews on a recurring basis for the duration of participant enrollment. In addition, supervisors must regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. RB pre-release staff must maintain an office location in Sago Palm Reentry Center to provide regularly scheduled in-person orientations, program enrollment events, case management services, and client support services for reentry participants.

FDC ORIENTATION/ENGAGEMENT

- RB will present information showcasing the PBC Reentry Program in order to engage interested participants. This presentation must be coordinated with FDC.
- Selected engagement techniques must include in person presentations and videos including past participants, success stories and peer advocates/specialists as approved by FDC.

INTAKE/ENROLLMENT

- RB case managers will have five (5) business days from the orientation date to make meaningful contact with reentry participants.
- RB case managers must make contact with those attending the orientation as a follow-up to further review the program and discuss each potential participant's interest in enrolling in the program. A thorough review of the program process and mutual expectations must be discussed.
- The follow-up contact is time to develop rapport with potential participants and address any questions, goals, and concerns potential participants may have. RB case managers will also take this time to educate potential participants on the role and responsibilities of the case manager.
- Only individuals who have agreed to the terms of active participation and signed the PBC Reentry approved consent form may be enrolled as program participants.
- Individuals who have previously declined enrollment should be contacted quarterly to re-evaluate their interest in reentry services.

- All intake activities must be documented in the PBC Reentry selected case management database.

CASE MANAGEMENT

Assessments and Release Plans

RB must develop an Individualized Reentry Plan (IRP) for each participant that encompasses the below assessments/release plans:

- PBC Reentry selected risk/needs assessment
 - To be completed within fifteen (15) business days of enrollment with a duration of at least 45 minutes
- Pre-Release Plan
 - To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment
- Transition Plan
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager
- 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 participant's Pre-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:

| | Moderate Risk | Moderate-to-High Risk | High Risk |
|--------------|----------------------|------------------------------|------------------|
| Hours | 100 | 200 | 300 |

Case Management Services

The essential case management services that must be performed by a qualified case manager include, but are not limited to:

- Case managers must meet with all enrolled clients at least once per month for a minimum of 30 minutes in person;
- 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 Post-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;
- Facilitate monthly peer mentor group sessions and/or other group sessions (i.e.- personal development groups like addressing anger, improving supportive relationships, etc.);
- May facilitate pro-social activities, which must be pre-approved by PBC Reentry;

- Identify and coordinate vocational, GED/literacy, and job training skills for successful client transition;
- Assist with obtaining licenses/identifications;
- Provide services utilizing Harm Reduction and Trauma-Informed Care principles;
- Provide crisis intervention as necessary;
- Facilitate industry recognized certification trainings;
- Receive and review referrals for new reentry participants;
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Advocate on behalf of reentry clients for other services within the community. This includes coordinating with substance use providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry clients homelessness;
- Provide transition materials, plan workshops and special events, and engage speakers for workshops and special events;

Participant Closeout

RB case management staff are responsible for appropriately closing out reentry clients 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 reentry 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 the case manager supervisor.

2. Unsuccessful Discharge

- This occurs if the discharge is a result of any of the following criteria:
 - Violation of Program rules;
 - 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 for a program participant being administratively discharged from the Program include, but are not limited to:
 - A medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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 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 complete and submit the quarterly report (Attachment X) which tracks the following performance metrics in the PBC Reentry selected case management database:

- Average number of case management hours per participant per month
- Number of adults enrolled in pre-release reentry services per quarter
- Number and percent of adults who declined enrollment per quarter
- Number and percent of adults who completed a Risk Needs Assessment within 15 days of enrollments
- Number and percent of adults who completed a Pre Release Plan within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment
- Total number of participants served per quarter
- Number and percent of adults receiving cognitive behavioral intervention (CBI) per quarter
- Number and percent of adults receiving any RB facilitated programming.
- Number and percent of adults referred to post release case managers who are within one year of release.

*Percent = percentage of total participants serve

B. ADULT 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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- 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.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Enter participant updates and information into the PBC Reentry selected database as needed.

- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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 substance use treatment/services provider to assist with obtaining substance use services when relevant.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and two (2) years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete initial 30 day and quarterly file reviews on a recurring basis for the duration of participant enrollment. Provide PBC Reentry with information and documentation regarding the file review process and the schedule RB uses to complete file reviews.
- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Staff Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.

- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Staff Training Requirements

All RB reentry staff providing services must meet the below training requirements and provide certification of completion to PBC Reentry within ninety (90) business days of the execution of 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.
- Any training as required by the Florida Department of Corrections.

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 must staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

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.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B".

OUTREACH/ENGAGEMENT

Initial Referral

Participants will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other

state prisons/work release programs, and/or jails. The referral process and required services for each referral sources are as follows:

- Sago Palm Reentry Center
 - Referred to post-release services at least one (1) year prior to projected release date unless there are extenuating circumstances.
 - Attempted face-to-face contact with participants at least once per month. If face-to-face contact is not possible, the reason will be documented in the participant record.
 - Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities.
 - Participate in onsite events when available.
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.

- Other state prisons/work release facilities
 - Referred to post-release services one (1) year prior to projected release date.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to contact the individual's FDC classification officer to schedule date and time for direct contact with referred individuals. Case Manager must make direct contact with individual no more than 30 days from date of referral in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three reasonable attempts to make direct contact with individual prior to the their release date and document these attempts and contacts in the PBC Reentry selected case management database. The three attempts must not be completed in the same business day.
 - Within six-to-twelve (6 -12) months of their projected release date, post-release case managers must contact participants to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager and develop a transition plan.
 - Participate in in-person outreach events to regional prisons.

- Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
- At least two (2) days before participants' release, the post-release case manager must contact participants to schedule an in person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.

RB may reserve the right to pause participant intake referrals based on RB's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, RB must provide PBC Reentry with data showing that RB direct services staff are documenting at least 60% of their worked hours to deliver direct services to participants. RB will be responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if RB's reentry staff's documented direct service hours drops to less than 60% of their worked hours.

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.
- 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.

If pre-release contact was not made, RB case managers will:

- Make three attempts to schedule, arrange for, and complete in-person intake with participants within ninety (90) 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 the forms into the PBC Reentry selected case management database.
- 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 must 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 fifteen (15) business days of enrollment with a duration of at least 45 minutes.
- Post-Release Plan
 - To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- Transition Plan (Sago Palm Reentry Center participants).
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- 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:

| | Moderate Risk | Moderate-to-High Risk | High Risk |
|--------------|----------------------|------------------------------|------------------|
| Hours | 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 (at least one meeting must be in person during the first 90 days).
 - Meet and communicate with reentry participants (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.
- 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.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.
- Provide/coordinate life skill classes, job skill assessment, and training, off-site counseling services, and any other services deemed necessary to resolve reentry participant's homelessness.
- Assist in participants' job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing.
- Transport and assist participants with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.)
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- 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;
 - 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 medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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.

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 adult referrals who received pre release contact this quarter (by population)
- Number of adults enrolled in post-release reentry services per quarter
- Total number of participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who were referred to PBC contracted mental health provider
- Number and percent of adults receiving mental health treatment/services per quarter
- Number and percent of adults receiving substance use treatment/services per quarter
- Number and percent of adults who are rearrested while in post-release programming per quarter
- Number and percent of adults who have been reassessed at program closure
- Number of participants closed out by closure type (successful, unsuccessful and administrative)

*Percent = percentage of total participants served

C. ADULT POST-RELEASE TRANSITIONAL JOB PROGRAM

TRANSITIONAL JOB PROGRAM

Transitional job programs provide hands-on employment training through the implementation of a designated transitional job to provide experiential learning, build skills and experience, coupled with a cognitive behavioral intervention (CBI). Ultimately, these temporary, subsidized transitional jobs help individuals secure and maintain unsubsidized employment and prepare for long-term success in the labor market. RB will provide CBI to reentry participants, if possible.

PROGRAM MANAGEMENT

Transitional job placements/programs must include a position description, with a clearly defined supervisor. This supervisor will be required to communicate with PBC Reentry, at least monthly, regarding the status of transitional job participants. RB is required to maintain records for the transitional job participants and is responsible for ensuring that wages, employer's share of federal Social Security and Medicare taxes, unemployment,

and worker's compensation insurance are paid, if applicable. Wages and/or stipends must be approved in writing by PBC Reentry prior to implementation.

Additionally, the RB host site(s) must ensure that participant timesheets are filled out accurately and in a timely manner. RB is responsible for training host site(s) and holding host site(s) accountable for transitional job program goals, rules, and policies. RB is expected to work closely with PBC Reentry and PBC Reentry contracted service providers to ensure high quality service delivery.

RB will demonstrate their knowledge of transitional jobs as a workforce strategy that combines time-limited wage paying jobs, skill development, and supportive services to transition participants rapidly and successfully into the labor market. RB's transitional job programs will reflect a flexible evolving design comprised of core fundamental elements combined with elements tailored to the target population. These elements include: orientation and assessment, life skills and job readiness, career pathways planning, job placement, and additional client support and incentives.

CAREER SERVICES

The transitional job provider must provide career and supportive services. Transitional jobs programs should clearly specify the structure for the provision of career and supportive services. Transitional jobs provided should be developed to meet local job market demands. Transitional jobs provided should also assist and prepare reentry participants for realistic job opportunities.

Career services include:

- Assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, and supportive service needs
- Job search and placement assistance
- Career counseling, including the provision of labor market information
- Referral to PBC Reentry contracted service providers and/or PBC Reentry approved external agencies to meet work readiness and supportive service needs, including child care
- Additional services as defined by the Workforce Innovation and Opportunity Act (WIOA) section 134 (c)

TRANSITIONAL JOB AND PAY

Transitional jobs provided must be time limited (up to six (6) months or as approved by PBC Reentry) and require at least fifteen (15) but not more than forty (40) hours of work per week. All transitional jobs must pay at least the State of Florida's minimum wage.

RB's transitional job program will not require background checks for PBC Reentry participants entering the program.

HOST SITES

RB must be able to be a host site or have access to a host site to provide transitional job placements. RB may have multiple host sites but must provide day-to-day supervision of the transitional job participants while on site. Any use of external host sites to expand RB's transitional job program requires pre-approval by PBC Reentry and RB must develop a Memorandum of Understanding or agreement with each host site clearly defining rules and responsibilities. Host sites may be developed on an on-going basis with PBC Reentry approval. RB must provide PBC Reentry with host site location(s), hours of operation, and any classroom programming details.

PROGRAM OUTCOMES: RB must track the following performance metrics in the PBC Reentry selected case management database:

- Number of adults enrolled in transitional job program per quarter
- Number of active participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who receive permanent employment
- Number and percent of adults who receive permanent employment with a wage of at least \$16/hour
- Number and percent of adults who complete transitional job programming
- Number and percent of adults who are rearrested while in transitional job programming per quarter

D. 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, 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 of time.

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.

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 days of adults in transitional housing per quarter
- Number of adults enrolled in transitional housing program per quarter
- Number and percent of adults who exit transitional housing
- Number and percent of adults who transition to permanent housing per quarter
- Number and percent of adults who are rearrested while in transitional housing programming per quarter
- Number of individuals with sexual offenses receiving transitional housing per quarter
- Number of adults who received emergency housing per quarter

E. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES

RB must adhere to the terms and conditions from all funding sources for reentry services, including but not limited to:

- **FDC Funds:** Palm Beach County has been granted a Florida state legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Contractual Purchase Order. RB agrees to be bound by and to comply with the requirements of the FDC Contractual Purchase Order, by and between PBC Reentry and the FDC, as may be amended. The FDC Contractual Purchased Order, as may be amended, is incorporated herein by reference.

SUBCONTRACTS MINIMUM REQUIREMENTS

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

Remainder of page intentionally left blank.

FY 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. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

RB will incur a financial penalty of 10% deducted from the total invoice amount if RB submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from RB causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon RB. 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 resubmit returned invoices.

RB must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse RB for services without a DC5-404 form.

FY 25 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS

RB will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Pre-Release Case Management & General Client Support Services, Post-Release Case Management & General Client Support Services invoices, Transitional Job Program and Transitional Housing Program invoices.

Pre-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Post-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Required FDC Trainings

TLP must provide documentation that shows staff attended mandatory trainings, such as dated and signed sign in sheets, mileage, and department e-mails. Staff may be reimbursed for travel time and training. Per FDC purchase order this will be categorized as an administrative expense and must be pre-approved by PBC staff.

Transitional Job Program: RB must include the CAFs, cleared checks showing proof of payment for participant wages, sign in sheets for RB facilitated CBI group classes/activities and timesheets from reentry participants. Timesheets must include reentry participant's name, pay period dates, hours worked on the job site and hours completed in weekly CBI classes. Timesheets must be dated and signed by the reentry participant and the host site supervisor or designated transitional job program

FY 25 BUDGET WORKSHEET

| | |
|---|---------------------|
| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | |
| Case Management Unit Cost, Florida Department of Corrections (FDC), CSFA# 70.011* | \$125,656.00 |
| Support Services, Florida Department of Corrections (FDC), CSFA# 70.011* | \$15,000.00 |
| SUBTOTAL PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$140,656.00 |
| B. TRANSITIONAL JOB PROGRAM | |
| Transitional Job Program Services | \$37,000.00 |
| SUBTOTAL TRANSITIONAL JOB PROGRAM | \$37,000.00 |
| C. TRANSITIONAL HOUSING PROGRAM | |
| Transitional Housing Program Services | \$38,000.00 |
| SUBTOTAL TRANSITIONAL HOUSING PROGRAM | \$38,000.00 |
| D. ADMINISTRATIVE FEES | |
| Trainings required by the Florida Department of Corrections | \$8,000.00 |
| SUBTOTAL ADMINISTRATIVE FEES | \$8,000.00 |
| TOTALS | |
| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$140,656.00 |
| B. TRANSITIONAL JOB PROGRAM | \$37,000.00 |
| C. TRANSITIONAL HOUSING PROGRAM | \$38,000.00 |
| D. ADMINISTRATIVE FEES | \$8,000.00 |
| TOTAL PROJECT BUDGET | \$223,656.00 |

*FDC funding is for enrolled reentry participants incarcerated or released from FDC.
 Timeframe is 7/1/24 to 6/30/25

COMPENSATION CHART- Services must be delivered in accordance with the chart below

| Case Management Services | | | |
|---|---|--|---|
| Category | Service | Rate | Requirements |
| Case Management Unit Cost | These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. | \$15.00 per each 15 minutes of service delivery, may be multiple 15 minute increments billed As of 8/1/24, \$15.52 per each 15 minutes of service delivery | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| Peer Specialist Unit Cost | The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings. | \$15.00 per each 15 minutes of service delivery, may be multiple 15 minute increments billed As of 8/1/24, \$15.52 per each 15 minutes of service delivery | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| 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 with Ad Valorem funds only | | | |
| Category | Service | Rate (Maximum thresholds apply to FDC funding ONLY) | Requirements |
| Post-Release Program Incentives | Incentives for successful performance outcomes relating to education, employment and/or completion of program goals. | \$25.00 per participant per month | Monthly incentives are based on the Case Manager's discretion. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i> |
| Post-Release Pro-Social Events/Activities | Events or activities organized by the program administration | \$75.00 maximum per participant per event/activity | 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. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i> |
| Post-Release Transportation | Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride) | \$75.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for 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, DC number, 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. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Employment Assistance | Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools) | \$500.00 maximum per participant | Receipt for product along with program client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i> |
| Transitional Job (TJ) | Hands on employment training through a designated TJ coupled with CBI | \$550 maximum per participant per week | Receipt of stipend along with client acknowledgement form and client "time" sheet <i>(Cannot be reimbursed by FDLE funds)</i> |
| Cognitive Behavioral Intervention | CBI classes (MRT or CBI-EMP) | \$25 per participant per class | Receipt for stipend along with client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Medical Financial Assistance | Medication or medical assistance | \$500.00 maximum per participant | 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). | \$350.00 maximum per participant | 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. | \$500.00 maximum per participant As of 8/1/24, \$750 maximum per participant | Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Basic Technology Needs and Financial Assistance | Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Education Preparation Class | Academic instruction to Improve Basic Literacy (GED Instruction) | \$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep | \$195.00 maximum per participant. Client acknowledgement form |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems | \$100.00 maximum per assessment | Receipt from provider along with client acknowledgement form |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol | \$300.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Mental Health Assessment | Mental health assessment | \$300.00 maximum per 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) | \$2,000.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Transitional Housing | Direct service or referral based | \$10,000.00 maximum per participant | Maximum of \$10,000 per participant; need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing. |
| Post-Release Emergency Housing | Direct service or referral based | \$1,500 maximum per participant | Maximum of \$1,500 per participant - need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing |
| Pre- or Post-Release Vocational Training | Vocational job training | \$3,500.00 maximum per participant | Receipt for course registration and client acknowledgement form |

Revised 6/12/24

CONTRACT FOR
ADULT REENTRY SERVICES
THE LORD'S PLACE, INC.

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 THE LORD'S PLACE, INC., a NOT-FOR-PROFIT ORGANIZATION authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is 59-2240502.

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/liason during the performance of this Contract shall be NICOLE BISHOP, telephone no. 561-355-1723.

The ENTITY'S representative/liason during the performance of this Contract shall be DIANA STANLEY, telephone no. 561-494-0125.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on OCTOBER 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 OCTOBER 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 TWO HUNDRED SEVEN SEVEN HUNDRED EIGHTY SEVEN Dollars (\$ 207,787). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in

Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed SIXTY SIX THOUSAND TWO HUNDRED THIRTY NINE Dollars (\$ 66,239), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

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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 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

ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at

a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. **Waiver of Subrogation** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

(Using the address as indicated in the "Notices" article or another address on agreement of the parties.)

Public Safety Department

20 South Military Trail

West Palm Beach, FL 33415

- F. **Right to Revise or Reject** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

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 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, The Lord's Place, Inc. shall indemnify, defend and hold harmless the County against any actions, The Lord's Place, Inc. claims or damages arising out of the negligence of

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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; ASSIGNMENT

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 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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; OFFICE OF THE INSPECTOR GENERAL

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

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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

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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:

Diana Stanley, CEO

The Lord's Place, Inc.

2808 N. Australian Ave.

West Palm Beach, FL 33407

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 Resolutions 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

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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 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 subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and 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

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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.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the ENTITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

ENTITY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. ENTITY has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and 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:

ENTITY:

Signature

The Lord's Place

Company Name

Cristina Lucier

Name (type or print)

Signature

Signature

Raymond Morse

Typed Name

Vanessa Klein

Name (type or print)

Vice President of Strategic Impact

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

(corp. seal)

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

**SCOPE OF WORK
THE LORD'S PLACE**

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 The Lord's Place (TLP) agrees that it is a subrecipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC), U.S. Department of Justice's Federal Justice Assistance Grant (JAG), and/or the U.S. Department of Justice's State JAG through the Florida Department of Law Enforcement (FDLE). TLP 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 moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC Reentry upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. TLP agrees to serve all referred reentry participants countywide. Any individual walking in requesting services needs to be assessed by TLP agency staff to determine eligibility. Reentry participants MUST have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management & general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job, transitional housing and mental health treatment/services providers or approved external agencies providing services.

SERVICE RECORDS AND DOCUMENTATION

TLP 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. TLP 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, TLP 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. TLP 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

TLP will be required to refer reentry participants for additional reentry services. TLP agrees to refer reentry participants to primary service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, Transitional Housing Program services and Mental Health Services/Treatment. TLP is responsible for completing a documented referral for the requested services from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is *mandatory*.

If primary PBC Reentry contracted service providers are unavailable to provide services, TLP may refer reentry participants to external agencies for services. TLP must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. TLP must document the reason for referring a participant to an external agency prior to referring reentry participants to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to: the service requested from the PBC contracted service provider is unavailable, the PBC contracted service provider did not respond to TLP's referral in a timely manner, and the participant requested to work with another service provider for a particular reason. For those service types where a PBC Contracted Service Provider has been established, TLP will be required to have an active, executed Memorandum of Understanding (MOU) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

TLP is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, as reflected in the MOU. TLP is responsible for conducting quality assurance monitoring at least once annually on each partnering agency used to provide services for participants served under this Contract. TLP 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 EVENTSTLP 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. TLP 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, TLP 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 TLP 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

TLP 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 TLP

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

A. ADULT POST-RELEASE CASE MANAGEMENT & GENERAL CLIENT SUPPORT SERVICES

STAFF REQUIREMENTS

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

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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- 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.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete file reviews on a regular and recurring basis. Provide the file review process and schedule agency will utilize to complete file reviews to PBC Reentry.
- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Case Management Background Check Requirements

TLP staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Case Manager and Case Manager Supervisor Training Requirements

All TLP reentry staff providing services must meet the below training requirements and provide certification of completion to PBC Reentry within ninety (90) business days of the execution of 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, TLP 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. TLP may choose to select at least one designated employee to receive the MRT.
- Cultural competency training.
- Training in PBC Reentry selected case management database.
- Any training as required by the Florida Department of Corrections.

PRE- & POST-RELEASE OVERVIEW

TLP 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 must staff and review cases monthly to evaluate the effectiveness of

services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

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.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B".

OUTREACH/ENGAGEMENT

Initial Referral

Participants will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other state prisons/work release programs, and/or jails. The referral process and required services for each referral sources are as follows:

- Sago Palm Reentry Center
 - Referred to post-release services at least one (1) year prior to projected release date unless there are extenuating circumstances.
 - Attempted face-to-face contact with participants at least once per month. If face-to-face contact is not possible, the reason will be documented in the participant record.
 - Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities.
 - Participate in onsite events when available.
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.

- Other state prisons/work release facilities

- Referred to post-release services one (1) year prior to projected release date.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to contact the individual's FDC classification officer to schedule date and time for direct contact with referred individuals. Case Manager must make direct contact with individual no more than 30 days from date of referral in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three reasonable attempts to make direct contact with individual prior to their release date and document these attempts and contacts in the PBC Reentry selected case management database. The three attempts must not be completed in the same business day.
 - Within six-twelve (6-12) months of their projected release date, post-release case managers must contact participants to develop rapport with participants and address any questions, goals, and concerns participants may have, educate participants on the role and responsibilities of the post-release case manager and develop a transition plan.
 - Participate in in-person outreach events to regional prisons.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participants' release, the post-release case manager must contact participants to schedule an in person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.
- Jail
 - For individuals released from jail, contracted service providers have five (5) business days from the PBC Reentry referral to meet with the participant in person or contact client via virtual options, when in person is not possible, to set up an intake appointment upon release 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 (3) 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.

TLP may reserve the right to pause participant intake referrals based on TLP's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, TLP must provide PBC Reentry with data showing that TLP direct services staff are documenting at least 60% of their worked hours to deliver direct services to participants. TLP will be

responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if TLP's reentry staff's documented direct service hours drops to less than 60% of their worked hours.

INTAKE/ENROLLMENT

The participant intake and enrollment process will vary depending on whether TLP 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, TLP 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.
- 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.

If pre-release contact was not made, TLP case managers will:

- Make three attempts to schedule, arrange for, and complete in-person intake with participants within ninety (90) 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 the forms into the PBC Reentry selected case management database.
- 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

TLP must 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 fifteen (15) business days of enrollment with a duration of at least 45 minutes.
- Post-Release Plan
 - To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- Transition Plan (Sago Palm Reentry Center participants).
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- 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, TLP will provide the following recommended program hours with reentry participants and must document dosage hours in the PBC Reentry selected case management database:

| | Moderate Risk | Moderate-to-High Risk | High Risk |
|--------------|----------------------|------------------------------|------------------|
| Hours | 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 (at least one meeting must be in person during the first 90 days).
 - Meet and communicate with reentry participants (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.
- 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.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.

- Provide/coordinate life skill classes, job skill assessment, and training, off-site counseling services, and any other services deemed necessary to resolve reentry participant's homelessness.
- Assist in participants' job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing.
- Transport and assist participants with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.)
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- Provide court advocacy and accompaniment, if applicable and available.

Participant Closeout

TLP 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 the case manager supervisor.

2. Unsuccessful Discharge

- This occurs if the discharge is a result of any of the following criteria:
 - Violation of Program rules;
 - 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 medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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

TLP 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.

PROGRAM OUTCOMES

To evaluate and assess the needs of the reentry program, TLP 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 adult referrals who received pre release contact this quarter (by population)
- Number of adults enrolled in post-release reentry services per quarter
- Total number of participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who were referred to PBC contracted mental health provider
- Number and percent of adults receiving mental health treatment/services per quarter
- Number and percent of adults receiving substance use treatment/services per quarter

- Number and percent of adults who are rearrested while in post-release programming per quarter
- Number and percent of adults who have been reassessed at program closure
- Number of participants closed out by closure type (successful, unsuccessful and administrative)

*Percent = percentage of total participants served

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.

TLP agrees to provide safe, clean, drug-free, and furnished housing to PBC Reentry participants. Furnished spaces must include, at minimum, a mattress, bed frame, 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 TLP.

TLP 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 of time.

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 TLP in order for TLP 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 TLP.

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

TLP 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. TLP must be compliant with any applicable local, state or federal housing ordinances, zoning, laws, etc. TLP is responsible for obtaining and maintaining accurate documentation of current and former reentry participants' use of transitional housing funded under this contract.

PROGRAM OUTCOMES

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

- Average number of days of adults in transitional housing per quarter
- Number of adults enrolled in transitional housing program per quarter
- Number and percent of adults who exit transitional housing
- Number and percent of adults who transition to permanent housing per quarter
- Number and percent of adults who are rearrested while in transitional housing programming per quarter
- Number of individuals with sexual offenses receiving transitional housing per quarter
- Number of adults who received emergency housing per quarter

C. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES

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

SUBCONTRACTS MINIMUM REQUIREMENTS

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

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FY 25 SCHEDULE OF PAYMENTS

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

TLP 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. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

TLP will incur a financial penalty of 10% deducted from the total invoice amount if TLP submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from TLP causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon TLP. In the event that PBC Reentry or its Finance Department returns invoices to TLP for revisions or additional information, TLP must within 2 business days resubmit returned invoices.

TLP must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse TLP for services without a DC5-404 form.

INVOICE SUPPORTING DOCUMENTATION REQUIRED

TLP will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Post-Release Case Management & General Client Support Services invoices and Transitional Housing Program invoices.

Post-Release Case Management & General Client Support Services

TLP must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for TLP facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Transitional Housing Program

For monthly reimbursement, TLP will submit monthly invoices showing the billing period, the PBC selected case management database participant name and ID#, participant start date for transitional housing services, participant end date for transitional housing services (when applicable), number of calendar days in transitional housing, and monthly CAFs dated and signed by reentry participants confirming the receipt of housing services.

FY 25 BUDGET WORKSHEET

| | |
|---|---------------------|
| A. POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | |
| Case Management Unit Cost, U.S. Department of Justice (DOJ) Justice Assistance Grant (JAG), CFDA# 16.738* | \$131,548.00 |
| Case Management, Ad Valorem** | \$10,000.00 |
| Support Services, Administrative Fees, Ad Valorem | \$22,000.00 |
| | |
| SUBTOTAL POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$163,548.00 |
| | |
| B. TRANSITIONAL HOUSING PROGRAM | |
| Transitional Housing Program Services, Ad Valorem | \$44,239.00 |
| | |
| SUBTOTAL TRANSITIONAL HOUSING PROGRAM | \$44,239.00 |
| | |
| TOTALS | |
| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$163,548.00 |
| B. TRANSITIONAL HOUSING PROGRAM | \$44,239.00 |
| | |
| TOTAL PROJECT BUDGET | \$207,787.00 |

*U.S. DOJ funding is for enrolled reentry participants incarcerated or released from FDC or jail. Timeframe is 10/1/24 to 9/30/25.

**Ad Valorem funding is for enrolled reentry participants incarcerated or released from FDC, jail, or federal prison. Timeframe is 10/1/24 to 9/30/25.

***Out of Pocket Expenses referenced in Article 3c

COMPENSATION CHART - Services must be delivered in accordance with the chart below

| Case Management Services | | | |
|---|---|--|---|
| Category | Service | Rate | Requirements |
| Case Management Unit Cost | These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. | \$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| Peer Specialist Unit Cost | The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings. | \$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| 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 with Ad Valorem funds only | | | |
| Category | Service | Rate (Maximum thresholds apply to FDC funding ONLY) | Requirements |
| Post-Release Program Incentives | Incentives for successful performance outcomes relating to education, employment and/or completion of program goals. | \$25.00 per participant per month | Monthly incentives are based on the Case Manager's discretion. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i> |
| Post-Release Pro-Social Events/Activities | Events or activities organized by the program administration | \$75.00 maximum per participant per event/activity | 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. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i> |
| Post-Release Transportation | Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride) | \$75.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for 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, DC number, 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. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Employment Assistance | Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools) | \$500.00 maximum per participant | Receipt for product along with program client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i> |
| Transitional Job (TJ) | Hands on employment training through a designated TJ coupled with CBI | \$550 maximum per participant per week | Receipt of stipend along with client acknowledgement form and client "time" sheet <i>(Cannot be reimbursed by FDLE funds)</i> |
| Cognitive Behavioral Intervention | CBI classes (MRT or CBI-EMP) | \$25 per participant per class | Receipt for stipend along with client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Medical Financial Assistance | Medication or medical assistance | \$500.00 maximum per participant | 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). | \$350.00 maximum per participant | 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. | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Basic Technology Needs and Financial Assistance | Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i> |
| Post-Release Education Preparation Class | Academic Instruction to Improve Basic Literacy (GED Instruction) | \$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep | \$195.00 maximum per participant. Client acknowledgement form |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems | \$100.00 maximum per assessment | Receipt from provider along with client acknowledgement form |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol | \$300.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Mental Health Assessment | Mental health assessment | \$300.00 maximum per 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) | \$2,000.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Transitional Housing | Direct service or referral based | \$10,000.00 maximum per participant | Maximum of \$10,000 per participant; need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing. |
| Post-Release Emergency Housing | Direct service or referral based | \$1,500 maximum per participant | Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgement form. |
| Pre- or Post-Release Vocational Training | Vocational job training | \$3,500.00 maximum per participant | Receipt for course registration and client acknowledgement form |

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of The Lord's Place
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Raymond Morse
(printed name of officer or representative)

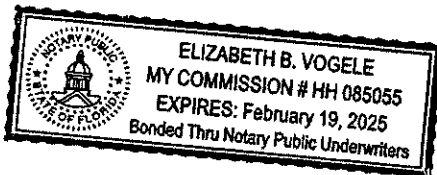
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 12th day of JULY, 2024, by RAYMOND MORSE.

Personally known OR produced identification .

Type of identification produced _____.

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

Revised 6/12/24

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 OCTOBER 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 OCTOBER 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 EIGHTY TWO THOUSAND EIGHTY EIGHT Dollars (\$ 382,088). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will

bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed SEVENTY ONE THOUSAND FOURTEEN Dollars (\$ 71,014), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same

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

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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.

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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

ORIE BULLARD
Name (type or print)

[Signature]
Signature

OSWALD NEWBOLD
Name (type or print)

~~_____~~
The City of Riviera Beach

Company Name

[Signature]
Signature

Ronnie L. Felder
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 subrecipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC), U.S. Department of Justice's Federal Justice Assistance Grant (JAG), and/or the U.S. Department of Justice's State JAG through the Florida Department of Law Enforcement (FDLE). 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 moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC Reentry upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. RB agrees to serve all referred reentry participants countywide. Any individual walking in requesting services needs to be assessed by RB agency staff to determine eligibility. Reentry participants MUST have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management & general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job, transitional housing and mental health treatment/services providers or approved external agencies providing services.

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 for additional reentry services. RB agrees to refer reentry participants to primary service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, Transitional Housing Program services and Mental Health Services/Treatment. RB is responsible for completing a documented referral for the requested services from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is **mandatory**.

If primary PBC Reentry contracted service providers are unavailable to provide services, RB may refer reentry participants to external agencies for services. RB must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. RB must document the reason for referring a participant to an external agency prior to referring reentry participants to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to: the service requested from the PBC contracted service provider is unavailable, the PBC contracted service provider did not respond to RB's referral in a timely manner, and the participant requested to work with another service provider for a particular reason. For those service types where a PBC Contracted Service Provider has been established, RB will be required to have an active, executed Memorandum of Understanding (MUO) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

RB is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, as reflected in the MOU. RB is responsible for conducting quality assurance monitoring at least once annually on each partnering 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-Release Case Management & General Client Support Services
- B. Adult Post-Release Case Management & General Client Support Services
- C. Adult Post-Release Transitional Job Program
- D. Adult Post-Release Transitional Housing Program
- E. Terms and Conditions by Other Funding Sources

A. ADULT PRE-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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- 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.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.

- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete initial 30 day and quarterly file reviews on a recurring basis for the duration of the participant enrollment. Provide PBC Reentry with information and documentation regarding the file review process and the schedule RB uses to complete file reviews.
- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into the PBC Reentry selected databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Case Management Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I and/or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

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 the execution of 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 Moral Reconciliation Therapy (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.

- Any training as required by the Florida Department of Corrections.

PRE-RELEASE OVERVIEW (SAGO PALM REENTRY CENTER)

The Regional and State Transitional Offender Reentry (RESTORE) initiative is a reentry program to serve adult reentry participants returning to Palm Beach County from Sago Palm Reentry Center and other facilities.

Reentry participants assigned to Sago Palm Reentry Center by the FDC spend eighteen-sixty (18-60) months at the facility, where they receive job readiness, educational, life skills, substance use treatment family reunification, parenting, cognitive behavioral change, and victim impact programming.

Pre-release case managers assess enrolled participants using a validated risk/needs tool, provide individual case management services, and assist participants to develop a transition plan. Approximately twelve (12) months before release, participants who have committed to participating in RESTORE are assigned a post-release case manager who works closely with the assigned pre-release case manager. The pre-release case manager is responsible for working with pre-release participants to develop a relationship while assisting the post-release case managers build a relationship as well to ensure a seamless transition in services upon release.

RB will provide active case management and general client support services within the Sago Palm Reentry Center and be able to address reentry participant needs as they arise. At minimum case management supervisors must complete an initial 30 day and quarterly file reviews on a recurring basis for the duration of participant enrollment in addition, supervisors must regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. RB pre-release staff must maintain an office location in Sago Palm Reentry Center to provide regularly scheduled in-person orientations, program enrollment events, case management services, and client support services for reentry participants.

FDC ORIENTATION/ENGAGEMENT

- RB will present information showcasing the PBC Reentry Program in order to engage interested participants. This presentation must be coordinated with FDC.
- Selected engagement techniques must include in person presentations and videos including past participants, success stories and peer advocates/specialists as approved by FDC.

INTAKE/ENROLLMENT

- RB case managers will have five (5) business days from the orientation date to make meaningful contact with reentry participants.
- RB case managers must make contact with those attending the orientation as a follow-up to further review the program and discuss each potential participant's interest in enrolling in the program. A thorough review of the program process and mutual expectations must be discussed.

- The follow-up contact is time to develop rapport with potential participants and address any questions, goals, and concerns potential participants may have. RB case managers will also take this time to educate potential participants on the role and responsibilities of the case manager.
- Only individuals who have agreed to the terms of active participation and signed the PBC Reentry approved consent form may be enrolled as program participants.
- Individuals who have previously declined enrollment should be contacted quarterly to re-evaluate their interest in reentry services.
- All intake activities must be documented in the PBC Reentry selected case management database.

CASE MANAGEMENT

Assessments and Release Plans

RB must develop an Individualized Reentry Plan (IRP) for each participant that encompasses the below assessments/release plans:

- PBC Reentry selected risk/needs assessment
 - To be completed within fifteen (15) business days of enrollment with a duration of at least 45 minutes
- Pre-Release Plan
 - To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment
- Transition Plan
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager
- 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 participant's Pre-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:

| | | | |
|--------------|----------------------|------------------------------|------------------|
| | Moderate Risk | Moderate-to-High Risk | High Risk |
| Hours | 100 | 200 | 300 |

Case Management Services

The essential case management services that must be performed by a qualified case manager include, but are not limited to:

- Case managers must meet with all enrolled clients at least once per month for a minimum of 30 minutes in person;
- 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 Post-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;
- Facilitate monthly peer mentor group sessions and/or other group sessions (i.e.- personal development groups like addressing anger, improving supportive relationships, etc.);
- May facilitate pro-social activities, which must be pre-approved by PBC Reentry;
- Identify and coordinate vocational, GED/literacy, and job training skills for successful client transition;
- Assist with obtaining licenses/identifications;
- Provide services utilizing Harm Reduction and Trauma-Informed Care principles;
- Provide crisis intervention as necessary;
- Facilitate industry recognized certification trainings;
- Receive and review referrals for new reentry participants;
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Advocate on behalf of reentry clients for other services within the community. This includes coordinating with substance use providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry clients homelessness;
- Provide transition materials, plan workshops and special events, and engage speakers for workshops and special events.

Participant Closeout

RB case management staff are responsible for appropriately closing out reentry clients 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 the case manager supervisor.
2. Unsuccessful Discharge
 - This occurs if the discharge is a result of any of the following criteria:
 - Violation of Program rules;

- Failure to meet the requirements of a successful discharge as outlined above; or
- Three (3) documented unexcused absences from scheduled re-entry 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 for a program participant being administratively discharged from the Program include, but are not limited to:
 - A medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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 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 complete and submit the quarterly report (Attachment X) which tracks the following performance metrics in the PBC Reentry selected case management database:

- Average number of case management hours per participant per month
- Number of adults enrolled in pre-release reentry services per quarter
- Number and percent of adults who declined enrollment per quarter

- Number and percent of adults who completed a Risk Needs Assessment within 15 days of enrollments
- Number and percent of adults who completed a Pre Release Plan within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment
- Total number of participants served per quarter
- Number and percent of adults receiving cognitive behavioral intervention (CBI) per quarter
- Number and percent of adults receiving any RB facilitated programming.
- Number and percent of adults referred to post release case managers who are within one year of release.

*Percent = percentage of total participants served

B. ADULT 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;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use 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

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.

- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- Facilitate cognitive behavioral intervention or MRT programs.
- Organize family reunification/engagement events.
- Monitor and update post-release plan progress monthly, based on participant progress and reports from service providers.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete 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.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources relating to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Duties

- Complete file reviews on a regular and recurring basis. Provide the file review process and schedule agency will utilize to complete file reviews to PBC Reentry.
- Ensure that the case files and participant records are comprehensive, accurate, and complete. Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Case Management Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

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 Reentry within ninety (90) business days of the execution of 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.
- Cultural competency training.
- Training in PBC Reentry selected case management database.
- Any training as required by the Florida Department of Corrections.

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 must staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

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.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B".

OUTREACH/ENGAGEMENT**Initial Referral**

Participants will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other state prisons/work release programs, and/or jails. The referral process and required services for each referral sources are as follows:

- Sago Palm Reentry Center
 - Referred to post-release services at least one (1) year prior to projected release date unless there are extenuating circumstances.
 - Attempted face-to-face contact with participants at least once per month. If face-to-face contact is not possible, the reason will be documented in the participant record.
 - Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities.
 - Participate in onsite events when available.
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.

- Other state prisons/work release facilities
 - Referred to post-release services one (1) year prior to projected release date.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to contact the individual's FDC classification officer to schedule date and time for direct contact with referred individuals. Case Manager must make direct contact with individual no more than 30 days from date of referral in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three reasonable attempts to make direct contact with individual prior to the their release date and document these attempts and contacts in the PBC Reentry selected case management database. The three attempts must not be completed in the same business day.

- Within six-to-twelve (6 - 12) months of their projected release date, post-release case managers must contact participants to develop rapport with participants and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager and develop a transition plan.
 - Participate in in-person outreach events to regional prisons.
 - Discuss housing needs and availability at least one (1) month prior to projected release date, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.
 - At least two (2) days before participants' release, the post-release case manager must contact participants to schedule an in person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.
- Jail
 - For individuals released from jail, contracted service providers have five (5) business days from the PBC Reentry referral to meet with the participant in person or contact client via virtual options, when in person is not possible, to set up an intake appointment upon release 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 (3) 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 may reserve the right to pause participant intake referrals based on RB's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, RB must provide PBC Reentry with data showing that RB direct services staff are documenting at least 60% of their worked hours to deliver direct services to participants. RB will be responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if RB's reentry staff's documented direct service hours drops to less than 60% of their worked hours.

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.
- 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.

If pre-release contact was not made, RB case managers will:

- Make three attempts to schedule, arrange for, and complete in-person intake with participants within ninety (90) 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 the forms into the PBC Reentry selected case management database.
- 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 must 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 fifteen (15) business days of enrollment with a duration of at least 45 minutes.
- Post-Release Plan

- To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- Transition Plan (Sago Palm Reentry Center participants).
 - To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- 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:

| | Moderate Risk | Moderate-to-High Risk | High Risk |
|--------------|----------------------|------------------------------|------------------|
| Hours | 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 (at least one meeting must be in person during the first 90 days).
 - Meet and communicate with reentry participants (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.
- 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.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.
- Provide/coordinate life skill classes, job skill assessment, and training, off-site counseling services, and any other services deemed necessary to resolve reentry participants' homelessness.

- Assist in participants' job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing.
- Transport and assist participants with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.)
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- 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;
 - 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 medical or mental health condition which prohibits a program participant from participation in the Program;
 - 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.

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 adult referrals who received pre release contact this quarter (by population)
- Number of adults enrolled in post-release reentry services per quarter
- Total number of participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who were referred to PBC contracted mental health provider
- Number and percent of adults receiving mental health treatment/services per quarter
- Number and percent of adults receiving substance use treatment/services per quarter
- Number and percent of adults who are rearrested while in post-release programming per quarter
- Number and percent of adults who have been reassessed at program closure

- Number of participants closed out by closure type (successful, unsuccessful and administrative)

*Percent = percentage of total participants served

C. ADULT POST-RELEASE TRANSITIONAL JOB PROGRAM

TRANSITIONAL JOB PROGRAM

Transitional job programs provide hands-on employment training through the implementation of a designated transitional job to provide experiential learning, build skills and experience, coupled with a cognitive behavioral intervention (CBI). Ultimately, these temporary, subsidized transitional jobs help individuals secure and maintain unsubsidized employment and prepare for long-term success in the labor market. RB will provide CBI to reentry participants, if possible.

PROGRAM MANAGEMENT

Transitional job placements/programs must include a position description, with a clearly defined supervisor. This supervisor will be required to communicate with PBC Reentry, at least monthly, regarding the status of transitional job participants. RB is required to maintain records for the transitional job participants and is responsible for ensuring that wages, employer's share of federal Social Security and Medicare taxes, unemployment, and worker's compensation insurance are paid, if applicable. Wages and/or stipends must be approved in writing by PBC Reentry prior to implementation.

Additionally, the RB host site(s) must ensure that participant timesheets are filled out accurately and in a timely manner. RB is responsible for training host site(s) and holding host site(s) accountable for transitional job program goals, rules, and policies. RB is expected to work closely with PBC Reentry and PBC Reentry contracted service providers to ensure high quality service delivery.

RB will demonstrate their knowledge of transitional jobs as a workforce strategy that combines time-limited wage paying jobs, skill development, and supportive services to transition participants rapidly and successfully into the labor market. RB's transitional job programs will reflect a flexible evolving design comprised of core fundamental elements combined with elements tailored to the target population. These elements include: orientation and assessment, life skills and job readiness, career pathways planning, job placement, and additional client support and incentives.

CAREER SERVICES

The transitional job provider must provide career and supportive services. Transitional jobs programs should clearly specify the structure for the provision of career and supportive services. Transitional jobs provided should be developed to meet local job market demands. Transitional jobs provided should also assist and prepare reentry participants for realistic job opportunities.

Career services include:

- Assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, and supportive service needs
- Job search and placement assistance
- Career counseling, including the provision of labor market information
- Referral to PBC Reentry contracted service providers and/or PBC Reentry approved external agencies to meet work readiness and supportive service needs, including child care
- Additional services as defined by the Workforce Innovation and Opportunity Act (WIOA) section 134 (c)

TRANSITIONAL JOB AND PAY

Transitional jobs provided must be time limited (up to six (6) months or as approved by PBC Reentry) and require at least fifteen (15) but not more than 40 hours of work per week. All transitional jobs must pay at least the State of Florida's minimum wage.

RB's transitional job program will not require background checks for PBC Reentry participants entering the program.

HOST SITES

RB must be able to be a host site or have access to a host site to provide transitional job placements. RB may have multiple host sites but must provide day-to-day supervision of the transitional job participants while on site. Any use of external host sites to expand RB's transitional job program requires pre-approval by PBC Reentry and RB must develop a Memorandum of Understanding or agreement with each host site clearly defining rules and responsibilities. Host sites may be developed on an on-going basis with PBC Reentry approval. RB must provide PBC Reentry with host site location(s), hours of operation, and any classroom programming details.

PROGRAM OUTCOMES: RB must track the following performance metrics in the PBC Reentry selected case management database:

- Number of adults enrolled in transitional job program per quarter
- Number of active participants served per quarter
- Number and percent of adults receiving CBI per quarter
- Number and percent of adults who receive permanent employment
- Number and percent of adults who receive permanent employment with a wage of at least \$16/hour
- Number and percent of adults who complete transitional job programming
- Number and percent of adults who are rearrested while in transitional job programming per quarter

D. 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, 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 of time.

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.

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 days of adults in transitional housing per quarter
- Number of adults enrolled in transitional housing program per quarter
- Number and percent of adults who exit transitional housing
- Number and percent of adults who transition to permanent housing per quarter
- Number and percent of adults who are rearrested while in transitional housing programming per quarter
- Number of individuals with sexual offenses receiving transitional housing per quarter
- Number of adults who received emergency housing per quarter

E. 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.

FDLE Subaward Data¹

| | | |
|--------|--|--|
| (i) | Subrecipient Name | City of Riviera Beach |
| (ii) | Subrecipient Unique Entity Identifier: | 59-6000417 |
| (iii) | Federal Award Identification Number (FAIN): | Pending |
| (iv) | Federal Award Date of Award to the Recipient by the Federal Agency: | Pending |
| (v) | Subaward Period of Performance Start Date: | 10/1/2024 |
| | Subaward Period of Performance End Date: | 09/30/2025 |
| (vi) | Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient: | \$240,228 |
| (vii) | Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: | \$240,228 |
| (viii) | Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity: | \$240,228 |
| (ix) | Federal Award Project Description: | PBC Ex-Offender Reentry |
| (x) | Name of Federal Awarding Agency: | U.S. Dept. of Justice |
| | Name of Pass-Through Entity: | Florida Dept. of Law Enforcement - Palm Beach County Board of County Commissioners |
| | Contact Information for Federal Awarding Official: | |
| | Contact Information for Palm Beach County Authorizing Official: | Regenia Herring |
| | Contact Information for Palm Beach County Project Director: | Katherine Shover |
| (xi) | CFDA Number and Name: | 16.738 |
| (xii) | Identification of Whether Subaward is R&D: | This award is not R&D |
| (xiii) | Indirect Cost Rate for [CAA] Federal Award: | 0 |
| (xiv) | DUNS | 025124546 |

¹ This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

FY 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. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

RB will incur a financial penalty of 10% deducted from the total invoice amount if RB submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from RB causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon RB. 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 resubmit returned invoices.

RB must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse RB for services without a DC5-404 form.

FY 25 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS

RB will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Pre-Release Case Management & General Client Support Services, Post-Release Case Management & General Client Support Services invoices, Transitional Job Program and Transitional Housing Program invoices.

Pre-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Post-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Transitional Job Program: RB must include the CAFs, cleared checks showing proof of payment for participant wages, sign in sheets for RB facilitated CBI group classes/activities and timesheets from reentry participants. Timesheets must include reentry participant's name, pay period dates, hours worked on the job site and hours completed in weekly CBI classes. Timesheets must be dated and signed by the reentry participant and the host site supervisor or designated transitional job program staff.

Transitional Housing Program: For monthly reimbursement, RB will submit monthly invoices showing the billing period, the PBC selected case management database participant name and ID#, participant start date for transitional housing services, participant end date for transitional housing services (when applicable), number of calendar days in transitional housing, and monthly CAFs dated and signed by

FY 25 BUDGET WORKSHEET

| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | |
|--|---------------------|
| Case Management Unit Cost, Florida Department of Law Enforcement (FDLE) , CFDA# 16.738** | \$240,228.00 |
| Case Management Unit Cost, Department of Justice (DOJ) , CFDA# 16.738** | \$35,526.00 |
| Case Management, Ad Valorem** | \$35,320.00 |
| Support Services and Administrative Fees, Ad Valorem** | \$25,000.00 |
| SUBTOTAL PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$336,074.00 |
| B. TRANSITIONAL JOB PROGRAM | |
| Transitional Job Program Services, Ad Valorem | \$22,000.00 |
| SUBTOTAL TRANSITIONAL JOB PROGRAM | \$22,000.00 |
| C. TRANSITIONAL HOUSING PROGRAM | |
| Transitional Housing Program Services, Ad Valorem | \$24,014.00 |
| SUBTOTAL TRANSITIONAL HOUSING PROGRAM | \$24,014.00 |
| TOTALS | |
| A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES | \$336,074.00 |
| B. TRANSITIONAL JOB PROGRAM | \$22,000.00 |
| C. TRANSITIONAL HOUSING PROGRAM | \$24,014.00 |
| TOTAL PROJECT BUDGET | \$382,088.00 |

*U.S. DOJ and FDLE funding is for enrolled reentry participants incarcerated or released from FDC or jail. Timeframe is 10/1/24 to 9/30/25.

**Ad Valorem funding is for enrolled reentry participants incarcerated or released from FDC, jail, or federal prison. Timeframe is 10/1/24 to 9/30/25.

***Out of Pocket Expenses referenced in Article 3c

| COMPENSATION CHART- Services must be delivered in accordance with the chart below | | | |
|--|---|--|---|
| Case Management Services | | | |
| Category | Service | Rate | Requirements |
| Case Management Unit Cost | These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs. | \$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| Peer Specialist Unit Cost | The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings. | \$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed | Client must be within three (3) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided. |
| 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 with Ad Valorem funds only | | | |
| Category | Service | Rate (Maximum thresholds apply to FDC funding ONLY) | Requirements |
| Post-Release Program Incentives | Incentives for successful performance outcomes relating to education, employment and/or completion of program goals. | \$25.00 per participant per month | Monthly incentives are based on the Case Manager's discretion. (Reimbursable by Ad Valorem Funds ONLY unless directed otherwise) |
| Post-Release Pro-Social Events/Activities | Events or activities organized by the program administration | \$75.00 maximum per participant per event/activity | 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. (Reimbursable by Ad Valorem Funds ONLY unless directed otherwise) |
| Post-Release Transportation | Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride) | \$75.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for 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, DC number, 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. (Cannot be reimbursed by FDLE funds) |
| Post-Release Employment Assistance | Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools) | \$500.00 maximum per participant | Receipt for product along with program client acknowledgement form (Cannot be reimbursed by FDLE funds) |
| Transitional Job (TJ) | Hands on employment training through a designated TJ coupled with CBI | \$550 maximum per participant per week | Receipt of stipend along with client acknowledgement form and client "time" sheet (Cannot be reimbursed by FDLE funds) |
| Cognitive Behavioral Intervention | CBI classes (MRT or CBI-EMP) | \$25 per participant per class | Receipt for stipend along with client acknowledgement form (Cannot be reimbursed by FDLE funds) |
| Post-Release Medical Financial Assistance | Medication or medical assistance | \$500.00 maximum per participant | 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). | \$350.00 maximum per participant | 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. | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. (Cannot be reimbursed by FDLE funds) |
| Post-Release Basic Technology Needs and Financial Assistance | Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill | \$500.00 maximum per participant | Client acknowledgement form and purchase receipt. (Cannot be reimbursed by FDLE funds) |
| Post-Release Education Preparation Class | Academic Instruction to Improve Basic Literacy (GED instruction) | \$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep | \$195.00 maximum per participant. Client acknowledgement form |
| Post-Release Substance Abuse Assessments | Assessment used to address severity of problems | \$100.00 maximum per assessment | Receipt from provider along with client acknowledgement form |
| Post-Release Substance Abuse Education | Educational classes designed to address misuse of drugs and alcohol | \$300.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Mental Health Assessment | Mental health assessment | \$300.00 maximum per 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) | \$2,000.00 maximum per participant | Receipt from provider along with client acknowledgement form |
| Post-Release Transitional Housing | Direct service or referral based | \$10,000.00 maximum per participant | Maximum of \$10,000 per participant; need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing. |
| Post-Release Emergency Housing | Direct service or referral based | \$1,500 maximum per participant | Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing |
| Pre- or Post-Release Vocational Training | Vocational job training | \$3,500.00 maximum per participant | Receipt for course registration and client acknowledgement form |