

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**[ x ] Consent**

☐ Regular

**[ ] Ordinance**

**[ ] Public Hearing**

**Department:**

**Submitted By:** Palm Beach County Sheriff's Office

**Submitted For:** Palm Beach County Sheriff's Office

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to: A) Accept** on behalf of the Palm Beach County Sheriff's Office, an agreement with Workforce Alliance, Inc., in the amount of \$176,961, for the Palm Beach County Sheriff's Office Reentry Job Placement Program, for the period of April 1, 2012, through March 31, 2013; **B) Approve** a budget amendment of \$176,961 in the Sheriff's Grant Fund.

**Summary:** The Workforce Alliance, Inc., received an award from the U.S. Department of Labor for the Targeted Populations To Enter Unsubsidized Employment Project. On February 28, 2012, the Palm Beach County Sheriff's Office (PBSO) and the Workforce Alliance, Inc. entered into an agreement to implement the Palm Beach County Sheriff's Office Reentry Job Placement Program (REJPP). The objective of the REJPP is to provide services to 50 Work force Investment Act of 1988 eligible participants from the targeted population of inmates who are eligible for the PBSO Work Release Program. The program will allow inmates to be trained and enrolled into community-based employment prior to their release from jail. The funds will be used for expenses associated with the implementation of the Palm Beach County Sheriff's Office Reentry Job Placement Program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. Countywide (PGE)

**Background and Justification:** The mission of the Workforce Investment Act is to prepare workers - particularly disadvantaged, low-skilled, and underemployed adults -- for good jobs by providing job search assistance and training. The program serves individuals and helps employers meet their workforce needs. The Catalog of Federal Domestic Assistance (CFDA) number is 17.258 and the contract number is S11-012.

**Attachments:**

1. Budget Amendment
2. Subrecipient Agreement No. S11-012

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE \_\_\_\_\_

APPROVED BY:

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	0				
Operating Costs	\$176,961				
External Revenues	(\$176,961)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES \_\_\_\_\_ NO X \_\_\_\_\_

Budget Account No.: Fund 1152 Agency 160 Org 2228 Object 3129

Reporting Category \_\_\_\_\_

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

The Targeted Populations To Enter Unsubsidized Employment Project is funded through the U.S. Department of Labor. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Palm Beach County Sheriff's Office Reentry Job Placement Program	<u>\$176,961</u>
Total Program Budget	<u>\$176,961</u>

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

<u><i>[Signature]</i></u> OFMB <u>5/23</u> <u>5/24/2012</u> <i>for 5/23</i>	<u><i>[Signature]</i></u> Contract Administration <u>5/24/12</u>
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### B. Legal Sufficiency:

*[Signature]* 5/24/12  
Assistant County Attorney

### C. Other Department Review:

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

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

12- 0908

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

36LN 160 052312-540  
36EX 160 052312-1526

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Revenues</b>								
PBSO Reentry Job Placement Program								
160-2228-3129	Federal Grant - Other Public Safety	0	0	176,961		176,961		
<b>TOTAL REVENUES</b>		<b>4,077,628</b>	<b>\$10,930,147</b>	<b>\$176,961</b>	<b>\$0</b>	<b>\$11,107,108</b>		
<b>Expenditures</b>								
PBSO Reentry Job Placement Program								
160-2228-9498	Transfer to Sheriff's Fund 1902	0	0	176,961		176,961		
<b>TOTAL EXPENDITURES</b>		<b>4,077,628</b>	<b>\$10,930,147</b>	<b>\$176,961</b>	<b>\$0</b>	<b>\$11,107,108</b>		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting of June 5, 2012

Deputy Clerk to the  
Board of County Commissioners

Attachment #

1

Federal Awarding Agency U.S.DOL  
CFDA # WIA Adult 17.258, WIA Dislocated Worker 17.260  
Project Name: Targeted Populations To Enter Unsubsidized Employment  
Alliance Funding/Agreement Amount: \$176,961  
Contractor FE/EIN Number: 59-6000789 Contractor DUNS Number

**SUBRECIPIENT AGREEMENT NO. S11-012**  
**BY AND BETWEEN**  
**WORKFORCE ALLIANCE, INC. (Alliance)**  
315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401  
**AND**  
**PALM BEACH COUNTY SHERIFF'S OFFICE (Contractor)**  
3228 Gun Club Road, West Palm Beach, Florida 33406

**WHEREAS**, Alliance desires to enter into this Subrecipient Agreement with Contractor, providing among other things for Contractor's services to Alliance.

**NOW THEREFORE**, in consideration of the mutual covenant and agreement expressed herein, Alliance and Contractor hereby agree as follows.

**1. TERM**

The term of this Agreement shall commence on April 1, 2012 and shall end on March 31, 2013 subject to the provisions of Sections 10. and 12. of this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. Alliance reserves the right to negotiate for continued services with Contractor up to four additional Program Years (2012-2016) depending upon Contractor's performance. Each year Alliance will evaluate the effectiveness of the Contractor's performance, if needed, and determine if the Agreement should be continued. Such renewal will occur at the sole and absolute option of Alliance.

**2. RESPONSIBILITIES OF CONTRACTOR**

This Agreement is made and entered into by and between Alliance and Contractor for the provision of services in accordance with "Attachment A: Scope of Work and Attachment B: Cost Reimbursement Budget" attached hereto and made a part hereof and the terms of this Agreement. Contractor agrees to provide services as set forth in this Agreement and as described to Alliance in Contractor's proposal response to the competitive Request For Proposals for the provision of services to Targeted Populations To Enter Unsubsidized Employment issued November 14, 2011 by Alliance. The RFP Instructions and RFP Scope of Work and Contractor's proposal are incorporated herein by reference as though written herein verbatim and constitute promised performances. However, in any dispute arising that concerns conflicting content, this Agreement shall take precedent over Contractor's proposal. No payments shall be made for any costs materials or any out of pocket expenses. Contractor is responsible for reporting any Federal, State and other taxes as may be required by law. Contractor hereby represents that Contractor has paid all Federal, State and other taxes as may be required by law and that there are no tax liens filed against Contractor and no judgments entered against Contractor which have not been fully satisfied, discharged and released as of the date of the Agreement. Breach by Contractor of the foregoing representation shall constitute a misrepresentation by Contractor and Alliance may in its sole and absolute discretion terminate the Agreement immediately upon notice to Contractor.

**3. CONDITIONS PRECEDENT**

- 1) Contractor shall provide to Alliance, upon execution of this Agreement a certificate of insurance with a company licensed to do business, certifying Contractor carries:
  - A. Commercial General Liability insurance in the amount of \$1,000,000 aggregate/\$1,000,000 per occurrence. Alliance shall be named an additional insured and shall be granted a waiver of subrogation. Alliance shall receive 30 days written notice prior to any cancellation or material change to the Commercial General Liability insurance policy providing the coverage and limits required by this Agreement. This insurance coverage is subject to approval by Alliance and shall remain in force during the life of this Agreement.
  - B. Alliance may require Contractor to furnish additional and/or different insurance coverage, as may be required from time to time under applicable Federal or State laws. In such case, the Parties will enter into discussion for an equitable adjustment as the case may be. In no instance shall the provisions for insurance be deemed to be a release, limitation or waiver of any claim or assessment that the Alliance may have against Contractor for any liability of any nature related to performance under this Agreement.
  - C. In the event of an Agreement with a governmental organization or state entity, which is self insured, Contractor shall be self-insured within the State limit for general liability
- 2) Workers' Compensation: To the extent that the State Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this Agreement. Where employees covered under this Agreement are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees.

- 3) Motor Vehicle Insurance: In the event of an Agreement with a governmental organization or state entity, which is self-insured, Contractor shall be self-insured within the State limit for automobile liability.

#### 4. COMPENSATION

- A. Alliance shall compensate Contractor for services provided in accordance with "Attachment A: Scope of Work and Cost Reimbursement Budget" attached hereto and made a part hereof and the terms of this Agreement. This Agreement is funded with federal money that Alliance has received via a pass-through award from the Florida Department of Economic Opportunity. Contractor is therefore a subrecipient of the federal funds and is bound by all of the laws, rules and regulations attached to these funds. Such requirements may originate at the Federal, State or Alliance level. OMB Circulars A-110 and A-122, among other sources, contain rules that apply to these funds.
- B. Contractor shall return to Alliance any funds paid to Contractor which have been disallowed pursuant to the terms of this Agreement. Contractor shall repay such amounts from funds other than funds received under any federal funding. Alliance may withhold funds from requests for payment pending resolution of disallowed costs.
- C. Contractor will invoice Alliance by the 10<sup>th</sup> calendar day of the month subsequent to the month for which the invoice is submitted. All invoices shall reflect actual expenditures and must be supported by attached copies of invoices, payroll reports or other documents, substantiating that the authorized program expenses were incurred, and must be approved by management level personnel.
- D. Contractor expressly understands and agrees that unexpected programmatic changes and/or reductions in funding levels may occur due to factors beyond the control of Alliance, including but not limited to, new or revised Regulations, changes in funding levels, new legislation, or newly promulgated state agency rulings. Thus, no assurances of any kind, verbal or in writing, of continued funding are given to Contractor and Contractor expressly undertakes its obligations under this Agreement at its own risk.
- E. Pursuant to the risk described immediately above, if the funds which is the intended source of funding for this Agreement is not awarded, or if awarded, is funded at a level lower than requested, Alliance will not be liable to Contractor for any damages or for any previously authorized payments beyond the cancellation date or date of modification of the funding. Alliance shall give written notice to Contractor within 10 working days from the date of receipt of any cancellation or modification notice.
- F. If funding is terminated or reduced, payments to Contractor shall be prorated out of funding up to the date of cancellation or if the funding is modified, this Agreement shall be altered or reduced at the sole discretion of the Alliance. Contractor shall be reimbursed for all costs incurred up to Contractor's receipt of notice of termination, to the extent that Alliance has received funds for reimbursement under this Agreement.
- G. The Parties agree that no reliance on any additional future funding has been promised by Alliance or indicated as a condition by Contractor or been the basis for inducement to Contractor, for the execution of this Agreement nor for the complete fulfillment of responsibilities and terms of this Agreement by Contractor. Alliance has not agreed and shall not agree to award to Contractor for this Agreement any additional State or Federal funding received or funding which Alliance may receive in the future.
- H. The maximum amount payable under this Agreement may be reduced by Alliance through a deobligation of funding with written notice to Contractor within 24 hours of such action. Alliance shall determine the amount, if any, of the total payments unearned by Contractor and may, at its option, deobligate such amounts under this Agreement including renegotiating the terms and conditions of this Agreement.

#### 5. CONTRACTOR DISSOLUTION

Should Contractor plan to voluntarily dissolve its legal status as a business entity (which dissolutions shall require the advanced written consent of Alliance), Contractor shall be required to provide written notice to Alliance upon no less than 60 calendar days prior to the effective date of any such dissolution. If Contractor's legal status as a business entity is involuntarily dissolved, Contractor shall be required to provide immediate verbal notice to the President/CEO of Alliance, followed by written notice to the President/CEO of Alliance no less than 24 hours thereafter. The written notice shall:

- A. be a full, true and correct disclosure of the proposed dissolution and a description of the resulting corporate change, including financial information on the responsible parties, corporate entities, subsidiaries, affiliated companies, and any other information that may be requested from Alliance;
- B. designate an acceptable custodian of records approved by Alliance; and
- C. state the location of all reports, records and/or other documentation of Alliance funded activities under the Agreement. Alliance shall upon written demand to Contractor receive and Contractor shall transfer to Alliance all reports, records and/or other documentation of Alliance funded activities funded under the Agreement. Such reports, records and/or other documentation shall be transmitted to Alliance by Contractor in a condition acceptable by Alliance for storage.

- D. If Contractor is required to submit an audit report to Alliance in accordance with "Article 26 Monitoring And Audit" and Contractor's status as a legal business entity is dissolved, Contractor shall be required to submit the audit report to Alliance no less than 30 calendar days following such dissolution.

#### **6. MODIFICATIONS**

This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. Without invalidating the Agreement, Alliance, reserves the right to, at any time or from time to time, enter into modifications to the Agreement to increase or decrease the amounts to be paid pursuant to this Agreement, including but not limited to, the addition/deletion of programs or a change in Alliance's funding.

Contractor may exercise an option to adjust the line-item amounts of the cost reimbursement line item budget of the Agreement's "Attachment B: Cost Reimbursement Budget". This option allows funds to be reclassified between line items up to 5% of the cost reimbursement line item budget for a particular line item is and subject to the Alliance Program Manager's approval in writing. No other budget adjustments shall be allowed except those made at the written direction of Alliance. All other additions, deletions, or revisions to the Agreement shall be valid and enforceable only when evidenced by a written modification approved and executed by the Contractor and Alliance. Similarly, no contract, which purports to affect the terms of this Agreement, will be valid as it affects this Agreement, unless in writing and executed by Alliance and Contractor.

#### **7. AMENDMENT**

This Agreement may be amended by Alliance and Contractor only in writing and properly executed by the parties hereto. Nothing in this section shall excuse the Contractor from proceeding with this Agreement as originally agreed until a written modification has been fully executed. Notwithstanding changes due to requirements pursuant to new laws, the Alliance may, from time to time, request changes in the Scope of Work of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between, Alliance and Contractor, shall be incorporated in written amendments to this Agreement. If Alliance and Contractor are unable to reach agreement on any equitable adjustments, the Alliance shall make a determination as to the adjustment. If the Contractor does not agree with the determination, the matter shall be resolved in accordance with Alliance Grievance Procedures.

#### **8. NON-ASSIGNABILITY CLAUSE AND SUBCONTRACTING**

This Agreement or any right accruing hereunder shall not be assigned by Contractor in whole or in part without the prior written consent of the Alliance. Any assignment in violation hereof shall be invalid. Contractor shall, prior to subcontracting any provision of the Agreement, obtain prior written approval from Alliance. No subcontract shall be considered binding without such prior written approval. Approval of any one such subcontract shall not constitute approval of any other or further subcontract of the Agreement.

Any of the work or services specified in the Agreement which shall be performed by other than the Contractor shall be evidenced by a written contract requiring Alliance approval and specifying the terms and conditions of such performance. Contractor shall maintain and adhere to an appropriate system, consistent with federal, state and local laws, for the award and monitoring of such subcontracts that contain acceptable standards as determined by Alliance for ensuring accountability. Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of the Agreement as if the performances rendered were rendered by Contractor. Subcontracting of the Agreement does not relieve Contractor from any of its obligations or liabilities under the Agreement. Contractor shall bear full responsibility for performance under all subcontracts. Contractor, in subcontracting any of the performances, expressly understands that in entering into such subcontracts Alliance is in no way liable to the Contractor's subcontractor(s).

#### **9. GOVERNING LAW AND VENUE**

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This Agreement shall be interpreted under the laws of the State of Florida. Contractor will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Agreement.

#### **10. TERMINATION**

Alliance reserves the right to terminate this Agreement without penalty at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said Agreement should be terminated for convenience as provided herein, Alliance will be relieved of all obligations under said Agreement and Alliance will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event Alliance determines that Contractor's services are not being performed as agreed upon, Contractor shall be deemed to be in default and Alliance reserves the right to cancel this Agreement with twenty-four hours (24) written notice and to withhold all monies due Contractor until such time as Alliance, in its sole discretion shall determine whether to have the Agreement services completed by others or to cease the obtaining of services. In the event Alliance determines to have the Agreement completed by others, Contractor shall be liable for any costs of completion in excess of that called for in this Agreement. In the event Alliance determines not to have the Agreement completed by others, Contractor shall be paid for the services that is

satisfactorily performed prior to termination but, in no event, shall Contractor be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and Contractor shall be entitled to payment only for work actually performed prior to the termination and to any additional sums. In the event said Agreement is terminated Contractor shall be required to provide written notice to Alliance:

- designating an acceptable custodian of records subject to approval by Alliance; and
- state the location of all reports, records and/or other documentation of Alliance funded activities under the Agreement. Alliance shall upon written demand to Contractor receive and Contractor shall transfer to Alliance all reports, records and/or other documentation of Alliance funded activities funded under the Agreement. Such reports, records and/or other documentation shall be transmitted to Alliance by Contractor in a condition acceptable by Alliance for storage.

If Contractor is required to submit an audit report to Alliance in accordance with "Article 26. Monitoring & Audit" an immediate audit will be performed by Contractor, which may be a grant-specific audit, and Contractor shall be required to submit the audit report to Alliance no less than thirty (30) calendar days following such termination.

#### **11. LEGAL REVIEW**

The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

#### **12. NOTICES**

Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or telecopier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective as provided in this Section 12. from time to time. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

#### **13. INDEPENDENT CONTRACTOR**

In the execution of this Agreement and rendering of services prescribed by this Agreement, Contractor shall maintain at all times its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. Alliance 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. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

No provision of this Agreement, act of Contractor in the performance of this Agreement, or act of Alliance in the performance of this Agreement, shall be construed as making Contractor the agent, servant or employee of the Alliance.

#### **14. INDEMNIFICATION/HOLD HARMLESS**

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless the Alliance, any director, employee, or agent, officers, heirs, and assignees employees, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any employee, agent, subcontractor, or representative of the Contractor.

Contractor further agrees to indemnify, save harmless and defend the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servants, and employee harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the performance of this Agreement, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Palm Beach Workforce Development Consortium, the Palm Beach County Board of Commissioners, its agents, servant of employees are alleged to be liable.

In the event of any claim or suit against Alliance on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, Contractor shall furnish to Alliance, when requested, all evidence and information in possession of Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of Alliance except where Contractor has agreed to indemnify Alliance or the Palm Beach Workforce Development Consortium or the Palm Beach County Board of Commissioners.

#### **15. INTERNAL FINANCIAL CONTROLS**

Contractor shall be responsible for implementing accounting procedures and internal financial controls governing the management and utilization of the awarded funds provided hereunder. The procedures and financial controls must be established pursuant to generally accepted accounting procedures, and as required by the various rules and regulations that govern the use of the federal money that funds this Agreement.

Contractor will track costs in sufficient detail to determine compliance with the Workforce Investment Act of 1998, Public Law 105-220, (U.S.C. Section 9201 et. seq), the Workforce Innovation Act of 2000, Chapter 2000-165 Laws of Florida and any amendments or regulation promulgated thereunder, and insure that all funds have been lawfully and properly spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program. Contractor will maintain separate accounting records for funds expended under this Agreement. The commingling of funds with other agreements or contracts is prohibited.

Contractor shall inform Alliance of its receipt or its subcontractors' receipt of any Federal, State or local grant that may materially affect the quality or cost of the services provided under this Agreement. In such case, Alliance shall have the right to renegotiate the price or deliverable performance of this Agreement.

#### **16. CONFLICT OF INTEREST**

Conflicts of interest by Contractor or any director, officer or employee of Contractor or any member of such person's family shall not be permitted and will be grounds for, inter alia, termination of this Agreement. A conflict of interest exists whenever Contractor or any director, officer or employee of Contractor or any member of such person's family, has a direct or indirect material personal interest in a proposed agreement or transaction to which Contractor or Alliance may be a party other than only as a director, officer or employee of Contractor. A conflict of interest also exists when the Contractor or its director, officer or employee or any member of such person's family personally benefits from the transaction or has an employment or investor relationship with an entity with which Contractor or Alliance is dealing. A conflict of interest may result from a director, officer or employee performing professional services for Contractor other than as a director, officer or employee of Contractor.

Contractor should not assume that a conflict does not exist for a person who receives no monetary or other tangible benefit from a transaction with the Contractor or Alliance. For example, access to information which could be used for a person's personal benefit might put the person in conflict with the Contractor or Alliance.

#### **17. ATTORNEY'S FEE AND COSTS**

In the event of any litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, reasonable paralegal's fees, and all costs of litigation at the trial, appellate and post-judgment levels, in connection with any administrative proceedings and any appeals there from, in connection with all alternative dispute resolution proceedings, and at all levels of any bankruptcy proceedings.

#### **18. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement.

#### **19. PROPERTY AND EQUIPMENT**

Contractor shall maintain an up-to-date inventory of all property purchased under this Agreement which has an individual purchase price of \$1,000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Contractor shall submit the inventory list to Alliance monthly, and again as part of the Agreement Close-Out Report. All such property shall be returned to Alliance at Agreement termination, unless otherwise authorized in writing by the Alliance. No such property shall be disposed of without prior written authorization from the Alliance. Purchases of property with a single item value greater than \$5,000 must have the prior approval of Alliance.

#### **20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE RULE**

Contractor certifies, assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

#### **21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

#### **22. NON-DISCRIMINATION EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from Alliance under Title I of the Workforce Investment Act of 1988 (WIA), Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.



- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the WIA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

### **23. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

### **24. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding Alliance customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Alliance for purposes related to the performance or evaluation of the Agreement may be divulged to Alliance or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Alliance. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

### **25. OWNERSHIP**

Alliance shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by Contractor under this Agreement.

### **26. MONITORING AND AUDIT**

#### **A. MONITORING**

At any time and as often as Alliance, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by Alliance. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Alliance. Contractor shall institute a system for monitoring fiscal, participant and program activities for compliance with this Agreement, and Federal and State requirements. Contractor will maintain documentation to verify completion of monitoring activities.

If in any fiscal year during the period of this Agreement, Contractor expends \$500,000 or more in federal awards from all sources combined, then Contractor shall have a single audit conducted for that fiscal year in accordance with the provisions of OMB Circular A-133. The audit report shall be provided to the Alliance within 30 calendar days after delivery of the audit report to Contractor.

#### **B. AUDIT**

If Contractor is required to submit an audit report to Alliance in accordance with "Article 26. Monitoring And Audit", Contractor shall also be required to prepare and submit a written Annual Audit Plan to Alliance. The Annual Audit Plan shall be submitted to the Chief Financial Officer of Alliance no later than 30 calendar days after the end of each of Contractor's fiscal years which contain revenue from this Agreement. The Annual Audit Plan shall include the following:

1. The procurement procedures that were used by Contractor in procuring Contractor's audit firm. In procuring such audit services Contractor shall be required to follow the procurement standards prescribed by OMB Circular A-110. The expected completion date of the audit report and the date Alliance shall receive the audit report. Completion of the audit report, issuance of the audit report and receipt by Alliance of the audit report shall occur within 9 continuous months following Contractor's fiscal year end;
2. The scope of the audit to be performed: (1) whether the audit report will be specific to Alliance funded activities or (2) an organization-wide audit report that includes coverage of Alliance funded activities within its scope;
3. A list of all federally funded agreements or contracts during the audit period. The list shall be furnished to both Alliance and Contractor's audit firm and shall include the contract/agreement amount, program title, Catalog of Federal Domestic Assistance number and Contractor's sub-recipient status.
4. A list of all subcontracts issued by Contractor using Alliance funding. The list shall indicate the subcontractor's name, contract/agreement amount, contract/agreement number and whether the subcontractor is a subrecipient that must procure an audit of its own or is a vendor that does not have to obtain an audit.
5. It is essential that Contractor as an Alliance subrecipient determine individually whether each of its subcontractors should be classified as a "subrecipient" or a "vendor". This distinction is explained in OMB Circular A-133 Subpart B.210. Audits are not required of "vendors".
6. Contractor must monitor their subrecipients in addition to any audits that may be required. The Annual Audit Plan shall describe how this monitoring has been accomplished by Contractor.

#### **27. RETENTION OF RECORDS**

Contractor at its sole cost shall maintain all records, documents and reports pertinent to this Contract, including financial, statistical, property, customer records, and supporting documentation for a period of no less than five (5) fiscal years after payments are made and all other pending items are closed or for any greater period which may be required by any specific funding source, or if any litigation, audit or claim is begun, in which case such records shall be retained until any outstanding litigation, audit, or claim has been resolved to Alliance's satisfaction. At the end of such time period Contractor shall request specific written authorization from Alliance to destroy all pertinent records. Until such date as Contractor receives express written permission to destroy such records, all records referred to herein above shall be maintained in good and accessible condition and made available at a site within Region 21, Palm Beach County, Florida.

#### **28. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

#### **29. ETA SALARY LIMITATION CERTIFICATION & SWORN STATEMENT PURSUANT TO PUBLIC LAW 109-149 SECTION 101 & OMB CIRCULAR A-133**

Contractor certifies Contractor is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after May 1, 2012, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

#### **30. ACCESSIBILITY TO HANDICAPPED AND LIMITED ENGLISH-SPEAKING**

1. Contractor certifies they are compliant and shall conduct all activities under the Agreement in accordance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to the disabled and the limited English-speaking.
2. Contractor shall assure that programs and activities under this Agreement are accessible to the disabled without discrimination, including:
  - a) making reasonable accommodation for an individual's disability;
  - b) the provision of services in the most integrated setting appropriate to the needs of the disabled individual;
  - c) providing auxiliary aids for the vision and hearing impaired during recruitment, referral, and assessment of prospective program job seekers. Contractor shall maintain the physical facilities utilized under this Contract as accessible to the disabled in accordance with the applicable standards of the General Services Administration or shall submit to Alliance an alternate plan for access by the disabled to services provided under this Agreement.
3. Where a significant number or proportion of the population eligible to be served under the Agreement needs service or information in a language other than English in order to be effectively informed or to participate in the services provided under the Agreement, Contractor shall take reasonable steps, considering the size of the program and the size and concentration of such population, to make available to such persons in appropriate languages any written and audio-visual materials distributed to the public regarding the services provided under the Agreement.

### 31. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

IN WITNESS WHEREOF, Contractor and Alliance have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY: Workforce Alliance, Inc.

APPROVED BY: Palm Beach County Sheriff's Office

BY: Steve Craig  
Alliance President/CEO, Steve Craig

BY: [Signature]  
Signed Authorized Contractor Representative

Ric L. BRADSHAW, Sheriff  
Name Printed Authorized Contractor Representative

WITNESS: [Signature]

WITNESS: [Signature]

DATE 4-5-12

DATE 4/28/12

APPROVED AS TO FUNDS AVAILABILITY

BY: [Signature] DATE: 4/5/12  
Alliance Chief Financial Officer

## ATTACHMENT "A" SCOPE OF WORK

### A. PROGRAM STRATEGY AND WORK PLAN

Contractor will provide services to 50 Work Force Investment Act of 1988 (WIA) eligible participants from the targeted population of inmates who are eligible for Contractor's Work Release Program, allowing inmates (participants) to be trained and enrolled into community-based employment prior to their release from jail. Sixty eight percent or 34 of the 50 participants will obtain unsubsidized employment during the Agreement term.

The Lord's Place (TLP) currently collaborates through formal partnerships with various correctional organizations including: Contractor, Palm Beach County Public Defender's Office, Palm Beach County Criminal Justice Commission, and Florida Department of Corrections. Contractor will collaborate with TLP to identify the majority of clients, allowing Job Coaches and participants an opportunity to engage with one another and collaboratively create transition plans. However, the program will also allow post-release access and enrollment to program services. Maintaining an open-enrollment will allow participants who "slip through the cracks" while incarcerated to also benefit from these much needed services. This open policy will also permit participants from Department of Corrections of Federal Probation programs to have access to program services. To facilitate enrollment, Contractor and TLP have developed a shared comprehensive assessment tool that will serve all of participant needs. The tool includes assessments for an array of services, including housing and job training and placement needs. Sometimes an inmate's sentencing can be mitigated, resulting in early release, should this happen for inmates who have been pre-selected for the program, post-release services can still be provided by Contractor.

Types of Assessments: Once the participant enters the program, their progress will be followed and service components will be adapted to the participant's needs. Contractor staff is very sensitive to the unnecessary duplication of assessments and will make every effort to streamline these tools when possible. For employment services, various tools are utilized to determine participants' skills and aptitudes. Education and vocational assessments will be administered to identify abilities and transferable skills, and define vocational goals and training needs. Assessments will report academic achievements, vocational interests, aptitudes and work habits, combining these with work history and transferable skills so that realistic vocational goals can be identified.

Pre-Release Activities: The linkage between pre-release activities and post-release activities are the truly new and innovative components of the program. Upon enrollment into the program, each participant will be assigned a Job Coach and Job Training Instructor who will provide pre-release assessments and job readiness training to participants incarcerated at the Palm Beach County jail facilities. The Instructor will teach a 40-hour Job Ready Course, as well as provide one-on-one and group training activities. Due to the various security measures within the jail, the curriculum must be flexible and tailor-made for this population. The Instructor will collaborate with the participant as well as the assigned Job Coach to understand each participant's aptitude, employment interests and matches, risk assessment and career plans. The Team will collaboratively develop an education and career plan using a variety of resources and assessments. Though similar services will be available post-release (specifically for participants who are unable to enroll in pre-release services), this program will place a large emphasis on pre-release engagement. Early enrollment and engagement will ensure effective bonds are formed between Instructors, Job Coaches and participants. This new service will be an important addition to Palm Beach County's local reentry strategies.

Participant/Staff Ratios: When serving this population a low participant/staff ratio achieves greater results.

- Job Training Component - Participant/staff ratio will be no more than eight participants to one Instructor.
- Apprenticeship Programs - Participant/staff ratios will vary from three to six participants to one Training Supervisor.
- Job Coach - Participant/staff ratio is twenty participants to one Job Coach.

Job Training Component: Participants will learn a variety of skills to help them overcome the multiple barriers to employment that the participant faces, including:

The necessary computer skills to be able to:

- search and apply for employment
- create a strong resume
- email potential employers

The ability to present themselves appropriately in an interview, including:

- Explaining their past history or employment
- Understanding appropriate body language and speech
- Understanding what to bring to an interview
- The ability to present themselves in a positive and professional manner (physically and verbally)
- Understanding what appropriate attire for an interview is (the Homeless Resource Center will have volunteers to assist participants in obtaining appropriate interview attire through an employment clothing closet)

Creating a current resume and reference page, and learning to update and cater the resume to fit specific positions.

- Understanding what may be included in a background check and how to discuss "questionable" situations appropriately in an interview.
- Learning a variety of methods for finding employment opportunities.
- Identifying community resources that can assist them in their employment search.
- Improving soft skills, including taking direction and working effectively with others.

**Apprenticeships:** Participants will receive work experience and classroom training giving participants a variety of skills that will help them to overcome the many obstacles offenders face in seeking employment, including but not limited to:

- Improving their soft skills: Interpersonal and intrapersonal.
- Obtaining skills and experience: Participants will enhance their skills, learn new skills, and gain valuable work experience.
- Building references: Many offenders lack professional references, and upon completion of an apprenticeship, participants will have several professional references that potential employers can contact.
- Rebuilding their position in the community: Apprenticeships will give the participants experience to show a potential employer that they are making efforts to move forward in their life and that The Lord's Place has given them an opportunity to prove themselves.

**Job Coach:** Job Coaches will be assigned to participants pre-release. However, Job Coach roles and responsibilities will continue post-release, as well as post-placement. Job Coaches will focus on real job attainment and retention. Coaches will assist participants with:

- Matching their skills to employer needs
- Career planning
- Becoming federally bonded (when requested by potential employer)
- Opportunities for higher education, trade school and/or means to update current skills
- Assist client with all job search activities

**Job Developer:** Job Developer will educate local businesses regarding hiring participants and the advantage of working with employees who have support. The Job Developer will formalize relationships between the Palm Beach County Sheriff's Office and the Lord's Place to ensure that offenders are hired upon release from incarceration and/or completion of job training. The Job Developer will work closely with the local businesses to determine local employment needs, areas where offenders can be more competitive in the job market and areas for improvement once offenders are placed in employment positions within the community.

**Apprenticeship & Work Experience Incentive Stipends:** If a participant has pre-existing vocational skills or has completed Contractor's apprenticeship successfully, they will be eligible to be placed in a Work Experience opportunity. Work Experience opportunities will be used as incentives to employers to hire program graduates. For both apprenticeships and Work Experience opportunities, stipend incentives are provided at \$75/week incentive for participation defined as attendance in the program.

## **B. STRATEGIES FOR PROVIDING TRAINING AND SUPPORT TO OBTAIN AND MAINTAIN EMPLOYMENT**

- **Assessments:** Participants will be assessed prior to entering the Job Training and Placement Program, after the job training component and prior to being accepted into a work experience. These assessments allow the Job Training Instructor and the Supervisors to have a better understanding of each participant's physical, emotional, educational, and vocational needs.
- **Job Training Assessment:** Prior to entry into the program, TLP staff will assess participants for their vocational abilities, gaps in education and skills, and basic needs. Participants must pass basic reading and math tests for entry into the Job Training Course. If the participant is unable to pass the tests, the participant will be linked to educational services as indicated. All programs will be geared toward the participant's skills and education level.
- **Job Training Classes:** Participants will attend a forty-hour job training classroom component of the job training and placement program. They will learn hard and soft skills necessary to compete in today's job market. These skills include but will not be limited to taking direction, working effectively with others, resume writing, basic keyboarding, and internet job searching.
- **Learning Center:** The center is an extension of the Job Training classroom curriculum. It is open to participants who are assessed and waiting to begin the forty-hour job training component, currently attending the forty-hour job training component, completed the forty-hour job training component, or enrolled or graduates of the apprenticeship programs. Services include basic instruction in computers, Microsoft Word, internet job search and surfing, and email set-up and usage. In addition, participants will receive assistance in resume and cover letter writing, reading, writing, basic math, and GED preparation.

- Job Coaching: Participants will receive one-on-one job coaching and placement services.
- Apprenticeships / Work Experience: Participants will have the opportunity for apprenticeships and work experience.
- Pre-Tests: Participants will be given pre-tests prior to entering the Job Training component to help the Instructor and Training Supervisors cater the training curriculum to the students' abilities. The results of these tests will provide information needed for the Instructor and the Training Supervisors to better understand the participant's strengths and weaknesses.

Prospective employers will be identified, engaged and participants will be placed into employment using the following methods:

- Identifying prospective employers: Employers will be identified based on the fields relevant to the participants' skills and experience and engaged through Memorandums of Understanding. These fields include, but will not be limited to: retail, customer service, culinary, cleaning and maintenance, clerical, behavioral health, hospitality, construction.
- Community Outreach: Job Developer will engage with local businesses and organizations that offer employment in these fields. Research and our own experience have proven that building strong relationships with employers is key to helping offenders gain employment. The more an employer trusts the process, the more likely they will be to take a chance on hiring a qualified participant.
- Job Boards: Lists of job opportunities will be posted.
- Job Coaches: Participants will meet with a job coach to assist them in matching their skills to prospective employers. Participants will also receive help with employment applications and advice for the interview process. Job Coaches will assist in the placement of participants as well as follow-up with participants and employers during the first few months of employment to ensure everyone's needs are being met.

### **C. GOALS AND OBJECTIVES**

Program Development:

- Work closely with other Contractor and TLP staff to finalize pre-release activities.
- Obtain Memorandum of Understandings (MOUs) with partnering agencies
- Determine agreed upon assessment criteria with partners to capture all the needs of the participants.

Program Implementation:

- Provide assessment of individuals to determine eligibility
- Enroll 50 WIA eligible individuals within the first three months of the Agreement
- Enhance placement component to identify and engage local businesses.
- Engage with local businesses to agree to hire participants.

Short Term Outcomes:

- Participants will gain new employability skills.
- Participants will have access to new jobs.
- Participants will have positive support to navigate services systems.
- Community business leaders and small business owners will see the benefit of mentoring and hiring participants.

Intermediate Outcomes:

- Participants will gain and maintain employment.
- Participants will increase their income.
- Participants will be able to stabilize financially while in program.
- Participants will secure employment.
- Participants will be able to identify housing opportunities that meet their needs and affordability.

Long Term Outcomes:

- Recidivism rates will decrease for all participants.
- Participants will be empowered.
- Participants will achieve economic stability and self-sufficiency.
- Participants will maintain safe, decent, affordable, permanent housing.
- Participants will regularly save income.
- Participants will improve credit and begin building assets.

Program performance will be measured using a variety of methods, including, but not limited to:

- Pre and Post Tests will be used to measure participants' incoming employment skills knowledge and the knowledge they gained upon completion of the forty hour program. Pre and post tests will also be used in the same way for each apprenticeship program.
- Quizzes will be used to assess participants' knowledge of topics covered throughout the forty-hour program, as well as during apprenticeships. This will allow the instructors to identify participants' challenges so that they may help strengthen their understanding of the classroom material before moving on to the next topic.
- Presentations and Demonstrations this measurement will be used to evaluate the participants' understanding of the material.
- Mock Interviews will be used to evaluate the participants' improvement in interviewing skills. Participants will be evaluated on fourteen different interviewing skills, including body language, ability to answer questions clearly and cohesively, attire, attitude and enthusiasm.
- Ongoing Program and Systemic Evaluation Contractor's continuous quality improvement philosophy is that we constantly analyze program data and outcomes to ensure that our programs are effective and life changing.

**D. WORK PLAN AND TIMELINE**

First Quarter:

- Identify referral sources
- Identify 50 participants within the first three months who are scheduled for release within 90-120 days
- Participants enroll in 40-hour job training classroom curriculum
- Hire job placement staff to enhance and expand job placement component
- Participants have opportunities to visit Job Fairs in-house and in the community
- Engage with local businesses willing to hire participants
- Enrollment in work experience

Second Quarter:

- Continue to engage and develop relationships with local businesses for placing participants
- Participants, when appropriate, start the job search
- Participants begin job interviews
- Participants will complete work experience
- Access to Job Placement Extended Services, Learning Center
- Job Coaching
- Job Fairs continued

Third Quarter:

- Participants continue job search
- Participants continue job interviews
- Continue Job Placement Extended Services, Learning Center
- Continue Job Coaching
- Job Fairs continued

Fourth Quarter:

- Continued job interviews
- Continued search for jobs
- Continued Job Placement Extended Services, Learning Center.
- Continued Job Coaching.
- Job Fairs continued.
- 34 participants will gain and maintain employment

**E. CLIENT TRACKING – EMPLOY FLORIDA MARKET PLACE**

Contractor agrees certain participant information must be gathered and reported by Contractor to Alliance. Such participant data must be entered into a statewide data collection and reporting system called the Employ Florida Marketplace (EFM). Alliance reserves the right to confirm final eligibility and suitability of each participant prior to enrollment in EFM and the program by Contractor.

## ATTACHMENT 8 COST REIMBURSEMENT BUDGET

### 1. COST REIMBURSEMENT BUDGET

Payment to Contractor shall be cost reimbursement. The total cost reimbursement to be paid to Contractor for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by Alliance in a written amendment to the Agreement. Twelve monthly cost reimbursement invoices shall be submitted by Contractor to Alliance by the 10<sup>th</sup> of each month. In the event the 10<sup>th</sup> falls on a Saturday or Sunday, the monthly cost reimbursement invoice will be due on the following Monday. The monthly invoice shall be sent to the ATTN: WIA Director, Workforce Alliance, Inc. 1951 North Military Trail, Suite D, West Palm Beach, FL. 33409. It will be assumed that the amount budgeted for each Cost Reimbursement Budget Cost Category Line Item will be proportionately distributed over the contract period unless otherwise specifically and particularly stated in the Cost Reimbursement Budget. A cost allocation plan must be submitted by Contractor and approved by Alliance prior to submitting the first invoice containing such allocated costs. All payroll expenditures must include Personal Activity Reports (PARs), payroll registers, and other documents, as needed, to support invoiced expenditures billed to the Agreement. State and Federal funds provided by Alliance to Contractor shall not be used directly or indirectly to pay for meals, food, or beverages. Contractor shall submit the monthly invoice in an approved format to be determined by Alliance. Upon submission of an invoice by Contractor, Contractor certifies the expenses have been paid in full by Contractor and there is no other source of funding to reimburse Contractor for the expenses and therefore Contractor requests reimbursement from Alliance.

Cost Reimbursement Budget		Alliance Funding
<b>A. Program Costs</b>		
1. Contracted Staff		\$40,000
<b>B. Subrecipient Contract: The Lord's Place</b>		
1. Salaries		\$79,500
2. Fringe		\$11,574
Total Staffing		\$91,074
<b>C. Project Supplies/Equipment:</b>		
1. Program and Office Supplies		\$1,500
2. Equipment		\$500
<b>D. Local Travel</b>		
1. Mileage		\$1,500
2. Transportation		\$1,500
<b>E. Other</b>		
1. Apprentice Stipends and/or Temporary Wage Subsidies		\$24,800
2. Indirect/Admin Expense		\$16,087
TOTAL Lord's Place		\$136,961
<b>F. TOTAL ALL EXPENSES</b>		<b>\$176,961</b>

#### BUDGET NARRATIVE:

##### A. Staff Expense

- Salaries: The program will be provided under a subcontract between Contractor and TLP. Contractor will have oversight responsibility to ensure that program services are operating according to Alliance requirements. Staffing for the program consists of:
  - Section Manager of Corrections Support Services (0.1 FTE) who will provide ongoing oversight and direction for all Contractor Programming.
  - Unit Manager of Corrections Support Services (0.2 FTE) who will provide day to day operations oversight and direction to Contractor Programming.
  - Director of Programs (0.1 FTE) who will provide ongoing supervision and direction for all programming.
  - Director of Job Training and Education (0.1 FTE) supervise day program staff, including Job Training and Placement Program components, Work Experience and Case Management Services.
  - Job Developer (1.0 FTE) primary focus will be with local employers, developing and nurturing these professional relationships.
  - Job Training Instructor (0.50 FTE) Responsible for the day-to-day implementation of the 40-hour Job Training classroom component.



- Job Coach (1.0 FTE) will develop individual education and career plans to secure employment for each participant and provide individualized services as well as group support throughout the program.
- Fringe benefits include Social Security taxes (6.2% of gross pay) and Medicare tax (1.45% of gross pay), State unemployment taxes (5.2% of first \$7,000 of gross pay earned annually), health and life insurance costs and disability insurance on all full-time employees.

**B. Program Expense**

- Occupancy: Repairs/maintenance - General maintenance, repair and custodial cost related to Job Training and Placement Center and office space.
- Occupancy: Insurance - Property and General Liability Insurance cost related to Job Training and Placement Center.
- Electric, Water, etc. - Utilities cost for Job Training and Placement Center and offices.
- Program and office Supplies - Office supplies (files, paper, etc.) and program and education materials.
- Equipment - Small equipment purchased or rented for program: projector, mobile classroom/teaching equipment.
- Mileage - Staff mileage reimbursement (Job Coaches and Developer) (3 staff) x (approx 300 miles/month) x (\$0.44/mile) x (12 months).
- Transportation - bus passes for participants
- Professional Development - Training and professional development cost for program staff
- Consulting Fees: Legal Fees - Attorney fees for program
- Work Experience & Apprentice Stipends - Apprentice Stipends paid to participants at \$75/week.
- Volunteer Assistance AmeriCorps Volunteer - In-kind volunteer hours for various services in Job Training and Placement Center, including mock interviews, Café Joshua services, workshops, etc.
- AmeriCorps Volunteers – Highly trained yearlong volunteers assigned to program to assist with educational and vocational activities. Flat rate of \$5,500 per volunteer to secure their assignment.
- Non ad valorem property taxes - Non ad valorem taxes paid on Job Training and Placement Center.
- Indirect/Admin. Expense - 10% indirect administrative costs.

**2. STAFFING SUMMARY TABLE**

Program personnel who will provide program services under this Agreement are as follows:

Staffing Summary	FTE	Employment Term	Salary/ Hourly Rate	Total Paid by Alliance	Total Project Cost
Position					
1. Contractor PBSO-Job Developer (Contracted Position)	1.00	Annually	\$40,000	\$40,000	\$40,000
2. TLP Director of Job Training & Education	0.20	Annually	\$45,000	\$9,000	\$9,000
3. TLP-Job Training Instructor	0.50	Annually	\$45,000	\$22,500	\$22,500
4. TLP Job Coaches	1.50	Annually	\$32,000	\$48,000	\$48,000
5. TOTAL SALARY					\$119,500

**Contractor Staff:**

- Unit Manager of Corrections Support Services: Provides ongoing supervision and direction for the Inmate Re-Entry Programming. Will oversee the day to day operations of the program. Will work in concert with the Section Manager to ensure Contractor is compliant with Alliance requirements. Will complete monthly, quarterly, and annual program reports to be submitted to Alliance. Will work closely with Contractor's Job Developer position to enhance inmate re-entry service programming.
- Section Manager of Corrections Support Services: Provides ongoing supervision and direction for all Inmate Programming. Will oversee the evaluation of the program and ensure Contractor is compliant with all Alliance requirements. Will develop monthly, quarterly and annual program reports to be submitted to Alliance. Will supervise Contractor's Job Developer position.
- Job Developer: Though this position will interact with participants, the Job Developer's primary focus will be with local employers, developing and nurturing these professional relationships. Once participants' secure employment, this position will continue to act as a link and support to the local businesses to ensure that the placement is successful.

**TLP Staff:**

- Director of Programs: Provides ongoing supervision and direction for all programming. Will oversee the evaluation of the re-entry workforce project and ensure that TLP remains compliant with Alliance requirements.

Will develop internal systems of control to track program successes and implement changes when necessary. Will develop monthly, quarterly, and annual reports for TLP's Board of Directors, associated Re-entry Committees and Taskforces and any related funders. Will act as the Contract Manager for the program.

- Director of Job Training and Education: Will supervise day program staff, including Job Training and Placement Program components, Work Experience, and Case Management Services. Critical for the development, implementation and oversight of all job training and placement programming, especially all curricula. Responsible to ensure that current and future services address the various barriers of program participants.
- Job Training Instructor: Responsible for the day-to-day implementation of the 40-hour Job Training classroom component.
- Job Coach: Will develop individual education and career plans to secure employment for each participant and provide individualized services as well as group support throughout the program. Will also work with participants to match their skills with potential employers, assist them with mock interviews and act as a reference with employers. Will provide routine interventions with participants to assess needs, track successes, and link them to additional community resources. Additional responsibilities include administering job training assessments, coordinating client intakes and coordinating workshops and other services to complement the training and job placement components.
- Training (Work Experience) Supervisors (Director of Property Maintenance; Thrift Store Manager; Restaurant Chef; Administration Supervisor; Peer Advocate Supervisor): Responsible for the day-to-day training that occurs in the various work experiences. Each work experience will rely on the professional expertise of the supervisor who will both teach and oversee the participants' progress. Responsible for providing ongoing feedback to Job Coaches regarding the participants' successes and challenges. In addition, Training Supervisor will arrange to have other professional guests come in for expert training workshops.
- AmeriCorps Vista Volunteers: Subcontracted service providers who will be hired to provide support in the Learning Center and Job Placement Center. These volunteers will act as literacy and education tutors. They will work with participants who have educational barriers to gaining employment, assisting them to overcome those barriers. Services will include literacy training, GED tutoring, assistance with computer technology, and assisting various Job Training and Placement Staff.