# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 7/1/14 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

# I. <u>EXECUTIVE BRIEF</u>

MOTION AND TITLE: Staff recommends motion to Receive and File the following two (2) Contract Amendments approved on May 8, 2014: 1) First Contract Amendment -The Lord's Place for RESTORE reentry services; and 2) First Contract Amendment-The Lord's Place for community reentry services. These amendments do not change the dollar amounts of the original contracts. The amendments rearrange staff and service dollars within the budgets and update the standard county contract non-discrimination language.

**SUMMARY:** These documents have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Executive Director of the Criminal Justice Commission (CJC) in accordance with Resolutions R2012-0840 and R2013-1452 and are now being submitted to the Board to receive and file. The two (2) original contracts (R2014-0312 for \$261,378 for the period of October 1, 2013 through September 30, 2014 and R2014-0313 for \$152,034 for the period of October 1, 2013 through September 30, 2014) were executed on January 7, 2014 and received and filed by the Board on March 11, 2014 for Reentry services. **Countywide (PGE).** 

BACKGROUND AND JUSTIFICATION: The Palm Beach County Criminal Justice Commission Reentry Task Force has developed a strategic plan for providing effective and coordinated reentry services to those returning from incarceration. Palm Beach County, Florida (PBC) implements projects that deliver a comprehensive model for inmate reentry into Palm Beach County. The projects are designed to reduce recidivism by 50% over a 5-year period for the target population by identifying needs, providing targeted evidence-based programs and coordinating pre- and post-release services that will assist inmates transitioning from jail or prison to the community. In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item.

#### Attachments:

- 1. First Contract Amendment to R2014-0312 The Lord's Place, Inc. (RESTORE)
- 2. First Contract Amendment to R2014-0313- The Lord's Place, Inc. (Community)

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE

ASSISTANT COUNTY ADMINISTRATOR

# **II. FISCAL IMPACT ANALYSIS**

A. Fiv	ve Year Summary of Fis	scal Impact:				
Fiscal Ye	ear	2014	2015	2016	2017	2018
Operating	Revenues latch					
NET FISC	CAL IMPACT	0				
POSITIO	NS (Cumulative)	0		<del></del>		
is item in	adopted budget?	Yes	_	No	_	
Budget A	ccount No: Fund	Age	ency	Org	Object	_
B. Re	commended Sources (	Of Funds/Sun	nmary of Fisc	cal Impact:		
C. De	partmental Fiscal Revie	ew:			<u>-</u>	
		III. <u>REVI</u>	EW COMMEN	NTS		
A. OF	MB Fiscal And/Or Cont	tract Develop	ment and Co	ntrol Comme	nts:	
OFMB A	AK alsoliya gal Sufficiency:	6/2014	Copira	act Developm	polous ent & Contro	1612114
	-					
Assistant	County Attorney	lleg	6/16/14			

REVISED 9/95 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

# FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR THE RESTORE INITIATIVE

THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR THE RESTORE INITIATIVE ("First Amendment") originally entered on January 7, 2014, ("Original Contract" - R2014-0312) is made as of this day of May 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the COUNTY and THE LORD'S PLACE, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the Service Provider, whose Federal I.D. is 59-2240502.

#### WITNESSETH:

WHEREAS, the parties entered the Original Contract on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed two hundred sixty-one thousand three hundred and seventy-eight dollars (\$261,378); and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's RESTORE Initiative and the goal of reducing recidivism, as referenced in "Article 1 – Services – Scope of Work" of the Original Contract and more fully outlined in the "Scope of Work" marked as Exhibit "A" and the "Budget Worksheet" marked as Exhibit "B" attached to the Original Contract; and

WHEREAS, the Service Provider has determined it will be able to more effectively meet its contractual responsibilities and provide better service to its client population without increasing the total contract price by replacing the salaried "Job Coach" position with a stipend funded "Peer Mentor" and a stipend funded "AmeriCorps" volunteer, allowing for more client support services; and

WHEREAS, the parties have now agreed to amend "Article 1 – Services – Scope of Work" of the Original Contract by amending Exhibit "A" (Scope of Work) and Exhibit "B" (Budget Worksheet), both of which more fully outline the Service Provider's responsibilities and total budget under the Original Contract.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, and enter this First Amendment as follows:

I. Article 1 – Services – Scope of Work, referencing the Service Provider's responsibilities, as more fully outlined in Exhibit "A" to the Original Contract, will be amended to now include the staffing changes and additional client support services. Exhibit "A" to the Original Contract will be replaced in its entirety by Exhibit "AA-01" attached hereto.

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- II. Exhibit "B" (Budget Worksheet) to the Original Contract is amended to reflect additional support services and personnel changes without changing the total contract price. Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- III. The parties further agree to amend the Original Contract terms, to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Article 22 Nondiscrimination:

The SERVICE PROVIDER warrants and represents that 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 and expression, or genetic information.

IV. All other provisions of the Original Contract not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract dated January 7, 2014.

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Page 2 of 3

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

THE LORD'S PLACE, INC.

	BOARD OF COUNTY COMMISSIONERS
By: Diana Stanley President and CEO	By:  Michael L. Rodriguez  Executive Director  Criminal Justice Commission
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
	By: Assistant County Attorney
	APPROVED AS TO TERMS AND CONDITIONS
	Crang Spatara RESTORE Program Manager Criminal Justice Commission

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## **SCOPE OF WORK**

<u>Scope of Work - Contract between Palm Beach County and The Lord's Place, Inc.</u>

Effective Date: October 1, 2013 - September 30, 2014

# **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end, The Lord's Place, Inc., shall be responsible to provide services primarily to those ex-offenders returning to the southern region of Palm Beach County.

# **Services**

The Lord's Place, Inc. shall be responsible to:

- Provide two Case Managers who will provide case management for Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide an Employment Coordinator to teach a Job Readiness class at the Sago Palm Reentry Center and provide Employment Coordination for all exoffenders referred through the RESTORE initiative.
- Provide an AmeriCorps Member to assist with GED preparation.
- Provide a part-time Peer Mentor to provide guidance and support to the clients.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, etc. by referring Ex-Offenders to outside service providers.
- Make RESTORE staff available for meetings, trainings or events at the RESTORE Program Managers discretion.
- Provide documentation showing \$31,000 matching dollars towards the project.
- Follow RESTORE policies & procedures, as may be amended from time to time.

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# **Evaluation/Data Collection**

The Lord's Place, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Lord's Place, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

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2013-14
The Lord's Place, Inc. RESTORE Project

#### Exhibit BB-01

DUD COM MADAGRAPH AND A STATE OF THE STATE O	
BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	
1. Case Manager- Case manage Ex-Offenders referred through RESTORE and facilitate Support Services	\$25 AT
2. Case Manager- Case manage Ex-Offenders referred through RESTORE and facilitate Support Services	\$35,47
3. Employment Coordinator-Facilitate Employability programs for Ex-Offenders referred through RESTORE.	\$35,47
4. Americorps Volunteer- Responsible for helping clients navigate through the employment process.	\$39,17
5. Reentry Peer Mentor- Responsible for helping clients navigate through the employment process.	\$3,80 \$3,20
SUB-TOTAL PERSONNEL	\$117,12
B. FRINGE BENEFITS	
1. Case Manager	\$10,04
2. Case Manager	\$10,04
3. Employment Coordinator	\$11,75
4. Reentry Peer Mentor	\$25
SUB-TOTAL BENEFITS	\$32,09
TOTAL PERSONNEL & FRINGE BENEFITS	\$149,21
	ΨI42,21
C. TRAVEL/TRAINING	
	\$13,000
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)	\$13,00
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING	\$13,000 <b>\$13,00</b> 0
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES	\$13,000 \$13,000 \$2,000
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES  1. Bus Passes	\$13,000 \$13,000 \$2,000
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES  1. Bus Passes  SUB-TOTAL SUPPLIES  E. OTHER	\$13,000 \$13,000 \$2,000 \$2,000
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES  1. Bus Passes  SUB-TOTAL SUPPLIES  E. OTHER  1. Transitional Housing	\$13,000 \$13,000 \$2,000 \$2,000
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES  1. Bus Passes  SUB-TOTAL SUPPLIES  E. OTHER  1. Transitional Housing  2. Ex-Offender Support Services	\$13,000 \$13,000 \$2,000 \$2,000 \$50,000 \$42,133
C. TRAVEL/TRAINING  1. Local mileage-Staff (Reimburse \$.555 per mile x 23,424 miles)  SUB-TOTAL TRAVEL / TRAINING  D. SUPPLIES  1. Bus Passes  SUB-TOTAL SUPPLIES  E. OTHER  1. Transitional Housing	\$13,000 \$13,000 \$2,000 \$2,000 \$42,133 \$5,02:

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Page \_\_\_\_\_ of \_\_\_\_\_\_\_

2013-14
The Lord's Place, Inc. RESTORE Project

#### Exhibit BB-01

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$117,125
B. FRINGE BENEFITS	\$32,090
C. TRAVEL/TRAINING	\$13,000
D. SUPPLIES	\$2,000
E. OTHER	\$97,163
TOTAL PROJECT BUDGET	\$261,378

# FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR COMMUNITY REENTRY

THIS FIRST AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND THE LORD'S PLACE, INC. FOR COMMUNITY REENTRY ("First Amendment") originally entered on January 7, 2014, ("Original Contract" - R2014-0313) is made as of this day of May 2014 by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as the COUNTY and THE LORD'S PLACE, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the Service Provider, whose Federal I.D. is 59-2240502.

#### WITNESSETH:

WHEREAS, the parties entered the Original Contract on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed one hundred fifty-two thousand and five thirty-four dollars (\$152,034); and

WHEREAS, the Service Provider's responsibilities under the Original Contract are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in "Article 1 – Services – Scope of Work" of the Original Contract and more fully outlined in the "Scope of Work" marked as Exhibit "A" and the "Budget Worksheet" marked as Exhibit "B" attached to the Original Contract; and

WHEREAS, the Service Provider has determined it will be able to more effectively meet its contractual responsibilities and provide better service to its client population without increasing the total contract price by hiring a "Coordinator" of reentry services; and

WHEREAS, the parties have now agreed to amend "Article 1 – Services – Scope of Work" of the Original Contract by amending Exhibit "A" (Scope of Work) and Exhibit "B" (Budget Worksheet), both of which more fully outline the Service Provider's responsibilities and total budget under the Original Contract.

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract dated January 7, 2014, and enter this First Amendment as follows:

I. Article 1 — Services — Scope of Work, referencing the Service Provider's responsibilities, as more fully outlined in Exhibit "A" to the Original Contract, will be amended to now include the responsibility that Service provider provide a "Coordinator" of reentry services. Exhibit "A" to the Original Contract will be replaced in its entirety by Exhibit "AA-01" attached hereto.

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- II. Exhibit "B" (Budget Worksheet) to the Original Contract is amended to reflect the additional position of "Coordinator" without changing the total contract price. Exhibit "B" to the Original Contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.
- III. The parties further agree to amend the Original Contract, to include a reference to "genetic information" in the "nondiscrimination" warranty representation, substituting the following paragraph under Article 22 Nondiscrimination:

The SERVICE PROVIDER warrants and represents that 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 and expression, or genetic information.

IV. All other provisions of the Original Contract not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract dated January 7, 2014.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

THE LORD'S PLACE, INC.	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Diana Stanley President and CEO	By:  Michael L. Rodriguez  Executive Director  Criminal Justice Commission
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:  Assistant County Attorney
	APPROVED AS TO TERMS AND CONDITIONS  By:  Craig Spatara  RESTORE Program Manager  Criminal Justice Commission

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# **SCOPE OF WORK**

Scope of Work - Contract between Palm Beach County and The Lord's Place, Inc.

Effective Date: October 1, 2013 - September 30, 2014

### **Objective**

Palm Beach County, through its Criminal Justice Commission (CJC), created a strategic plan with a goal of reducing recidivism by 50% over 5 years for ex-offenders returning from the Florida Department of Corrections or the Palm Beach County Jail. To this end, The Lord's Place, Inc., shall be responsible to provide services primarily to those exoffenders returning to the southern region of Palm Beach County.

### **Services**

The Lord's Place, Inc. shall be responsible to:

- Provide a Case Manager who will provide case management for Ex-Offenders returning to Palm Beach County through the Transition from Jail to Community (TJC) Program.
- Provide a Case Manager who will provide case management for Ex-Offenders returning to the southern region of Palm Beach County through the Florida Department of Corrections.
- Provide a Case Manager who will provide case management for Ex-Offenders returning to the southern region of Palm Beach County through the local jail.
- Provide a Coordinator of Reentry Services who will assist in coordination of reentry service delivery.
- Screen each potential client with the LSI-r Risk/Needs Assessment to determine program eligibility. Only those clients classified as "Moderate" or "High" risk may be served by these funds.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, etc. by referring Ex-Offenders to outside service providers.
- Make reentry staff available for meetings, trainings or events at the RESTORE Program Manager's discretion

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 Follow Portal of Entry policies & procedures, as may be amended from time to time.

# **Evaluation/Data Collection**

The Lord's Place, Inc. will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The Lord's Place, Inc. will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

Attachment # \_\_\_\_\_ Of \_\_\_\_\_\_

FY 2014
The Lord's Place, Inc. Reentry Project

#### Exhibit BB-01

BUDGET WORKSHEET, NARRATIVE and SUMMARY		
A. PERSONNEL		
1. Case Manager- TJC		24,076
2. Case Manager- DOC South		25,395
3. Case Manager-Jail South		32,279
4. Coordinator of Reentry Services		22,873
	SUB-TOTAL PERSONNEL	104,623
B. FRINGE BENEFITS	·	
1. Case Manager- TJC		6,019
2. Case Manager- DOC South		8,380
3. Case Manager-Jail South		5,810
4. Coordinator of Reentry Services		2,668
	SUB-TOTAL FRINGE	22,877
C. TRAVEL/TRAINING		
1. Local mileage-Staff (Reimburse \$.555 per mile x 5,405 miles)		3,000
	SUB-TOTAL TRAVEL / TRAINING	3,000
D. SUPPORT		0.000
1. Housing		9,000
2. Supplies 3. OJT		1,000
		5,000
4. Support Services		6,534
	SUB-TOTAL SUPPORT	21,534

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FY 2014			
The Lord's Place, Inc. Reentry Project			

#### Exhibit BB-01

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	\$104,623
B. FRINGE BENEFITS	\$22,877
C. TRAVEL/TRAINING	\$3,000
D. SUPPORT	\$21,534
TOTAL PROJECT BUDGET	\$152,034

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