

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

Meeting Date: 5/5/2015

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to Receive and File the following:

- A) Grant Adjustment Notice (GAN) #011 with the U.S. Department of Justice, Office of Justice Programs to allow grant funds to pay for a Youth event; and
- B) Executed Contract for Transitional Housing for Juvenile Reentry with The Lord's Place, Inc. for the period March 15, 2015 through September 30, 2015 in the amount of \$55,000; and
- C) Second Amendment to Contract for Community Service and Restitution Assistance for Juvenile Reentry with Choice to Change, Inc. to adjust budget line items without increasing/decreasing the total contract amount.

SUMMARY: Palm Beach County was awarded a \$750,000 grant from the U.S. Department of Justice Office of Justice Programs to implement reentry services for juveniles until September 30, 2015. The documents being received and filed do not change the original award amount of \$750,000. GAN #011 approves the spring break pro-social activities provided to program participants. In addition, the contract with The Lord's Place, Inc., approved March 30, 2015, provides transitional housing for juvenile reentry participants. Finally, the second amendment to contract with Choice to Change, Inc. (R2014-0469, filed April 1, 2014), modifies the scope of work and budget without increasing or decreasing the total contract price to provide juvenile reentry services in Palm Beach County. There is no cost to the county. 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 in accordance with R2013-1668 that was approved by the Board on November 19, 2013, and are now being submitted to the Board to receive and file. Countywide (JB)

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, including juveniles. A Juvenile Reentry Task Force subcommittee (JRTF) was created to address the unique issues of juveniles. The JRTF created a 5 year strategic plan and outlined best practices for juveniles reintegrating. Grant funding will support many gaps in services with best practice services. The goal of the program is to reduce the recidivism rate by 50% over 5 years for the target population (moderate to high risk youth returning to Palm Beach County). The program is intended to reduce recidivism among transitioning juveniles, reduce future victimization, enhance public safety and improve the lives of communities, victims and offenders. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item.

Attachments:

1. Grant Adjustment Notice #011
2. The Lord's Place Contract for Transitional Housing for Juvenile Reentry
3. Choice to Change Second Amendment to Contract for community Service and Restitution Assistance for Juvenile Reentry

RECOMMENDED BY:


DEPARTMENT DIRECTOR

DATE

APPROVED BY:


ASSISTANT COUNTY ADMINISTRATOR

DATE

4-13-15

4/27/15

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$55,000				
External Revenues	(\$55,000)				
County Match					
In-Kind Match					
NET FISCAL IMPACT	-0-	-0-			
POSITIONS (Cumulative)	0	0			

Is Item In Adopted Budget? Yes X No

Budget Account No: Fund 1507 Agency 762 Unit 7700 Object 8201

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

Source of Funds: U.S. Department of Justice Fiscal Year 2013 Juvenile Second Chance Act Grant \$750,000 [1507-762-7700].

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

OFMB 4/15/15
4/13/15 4/14/15 4/15

4/21/15
Contract Development & Control
4-21-15

B. Legal Sufficiency:

4/27/15
Assistant County Attorney

REVISED 9/95
ADM FORM 01

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



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	Palm Beach County Board of County Commissioners	Project Period:	10/01/2013 - 09/30/2015
Grantee Address:	301 North Olive Avenue West Palm Beach, 33401	Program Office:	OJJDP
Grantee DUNS Number:	07-847-0481	Grant Manager:	Kathy N Mitchell
Grantee EIN:	59-6000785	Application Number(s):	2013-50913-FL-CZ
Vendor #:	596000078	Award Number:	2013-CZ-BX-0008
Project Title:	Back to a Future-Palm Beach County's Juvenile Reentry Project	Award Amount:	\$750,000.00

Program Office Approvals			
*Approval Types			
<input type="checkbox"/> Changes in Consultant rates (in excess of \$450/day)	<input type="checkbox"/> Publication Plan Submissions		
<input type="checkbox"/> Purchase of Automatic Data Processing (ADP) Equipment and Software	<input type="checkbox"/> Funding for Criminal Justice Information and Communication Systems		
<input type="checkbox"/> Foreign Travel Costs	<input checked="" type="checkbox"/> Other (Please enter type of Program Office Approval below) approval for prosocial a		
*Required Justification for Program Office Approvals:			
We are requesting to use funds to pay for youth to participate in spring break event. Please see attachment for justification and budget.			
Attachments:			
Filename:	User:	Timestamp:	
Justification for Prosocial Activity 3-11-15.docx	PBCBCCPROGRAM	03/11/2015 4:29 PM	
BTAF Bowling Pro-Social Activity Budget.xlsx	PBCBCCPROGRAM	03/11/2015 4:29 PM	
<input type="button" value="Print"/>			
Audit Trail:			
Description:	Role:	User:	Timestamp:
Approved-Final	PO - GAN 1st Line Supervisor	dennln2	03/16/2015 11:28 AM
Approved-GM	PO - GAN 1st Line Supervisor	mitchek2	03/13/2015 3:09 PM
Bowling outing has been approved, as long as food charges will be covered by an outside entity (Goodwill), per OCFO's instructions.			
Submitted	PO - Grant Manager	PBCBCCPROGRAM	03/11/2015 4:30 PM
Draft	EXTERNAL - External User	PBCBCCPROGRAM	03/11/2015 4:29 PM

**CONTRACT FOR TRANSITIONAL HOUSING FOR JUVENILE
REENTRY**

THIS CONTRACT is made as of 30th day of March, 2015 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and THE LORD'S PLACE, INC., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-2240502.

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

ARTICLE 1 – SERVICES - SCOPE OF WORK

The SERVICE PROVIDER'S responsibilities under this Contract are to provide transitional housing to approved juvenile offenders reentering the county from a treatment facility consistent with the County's Reentry Initiative and the goal of reducing recidivism, as more fully outlined in the Scope of Work attached hereto and marked as Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Shahzia Jackson, telephone no. (561) 355-1503.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Calvin Phillips telephone no. (561) 537-4634.

ARTICLE 2 – TERM OF CONTRACT

The SERVICE PROVIDER shall commence services on March 15, 2015 and complete all services by September 30, 2015. The parties agree that the SERVICE PROVIDER will be entitled to payment for services rendered beginning on March 15, 2015, notwithstanding the date the Contract is executed by the COUNTY.

Data and other deliverables shall be completed in accordance with the detailed schedule set forth in Article 20.

ARTICLE 3 - PAYMENTS TO THE SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of fifty-five thousand dollars (\$55,000). "Out-of-pocket" expenses are not permissible under this Contract. The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B, Budget, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage

of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute CONSULANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, upon sixty (60) days prior written notice to the SERVICE PROVIDER's representative, immediately upon written notice confirming that the SERVICE PROVIDER has not served the desirable number of referred youth at the midway point of the Contract schedule timeframe as provided in ARTICLE 2 herein and COUNTY reserves the right to cancel SERVICE PROVIDER'S award and utilize such funds for another project or de-obligate such funds back to the Department of Justice. Further, it may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. The SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** The SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** The SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event the SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing the SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** The SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** The SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of the SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the SERVICE PROVIDER shall purchase a SERP with a

minimum reporting period not less than 3 years. The SERVICE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** The SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, the SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 27, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401
- I. **Umbrella or Excess Liability** If necessary, the SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review,

modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE

PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.

- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the period or thereafter.
- D. Allow the COUNTY, through the Criminal Justice Commission, to monitor the SERVICE PROVIDER and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Such inspections may include unannounced site visits. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the Contract.
- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will:
- Collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every month;
 - Make staff available for meetings, trainings or events at the Back To A Future Program Manager's discretion;
 - Support the countywide Reentry Strategic Plan and its policies and procedures.
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 10 days of the end of each calendar month (i.e. January 10, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff.
- H. The SERVICE PROVIDER agrees to be bound by the requirements of the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Programs Special Conditions as outlined in Exhibit C.
- I. If the SERVICE PROVIDER sponsors a program financed partially by COUNTY funds through this Contract, it shall in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by The Lord's Place and the Palm Beach County Criminal Justice Commission.*" If the sponsorship reference is in written material, the words "*Palm Beach County Criminal Justice Commission*" shall appear in the same size letters or type as the name of the organization

ARTICLE 21 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

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

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

ARTICLE 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.

The SERVICE PROVIDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if SERVICE PROVIDER does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 23 - AUTHORITY TO PRACTICE

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

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25- PUBLIC ENTITY CRIMES

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

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

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue- 6th Floor
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Calvin Phillips
Director of Reentry of Men's Services
The Lords Place, Inc.
1750 NE 4th Street
Boynton Beach, FL 33435

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

If SERVICE PROVIDER'S employees or subcontractors are required under this Contract to enter a "critical facility," as identified in Resolution R-2003-1274, the SERVICE PROVIDER shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 30 - PUBLIC ANNOUNCEMENTS

The SERVICE PROVIDER, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission, the Palm Beach County Board of County Commissioners, and the United States Department of Justice; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

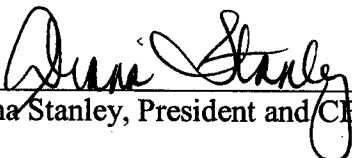
ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

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


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IN WITNESS WHEREOF, the COUNTY and THE LORD'S PLACE, INC. have hereunto set their hand the day and year above written.

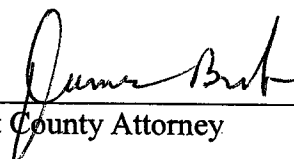
THE LORD'S PLACE, INC.

By: 
Diana Stanley, President and CEO

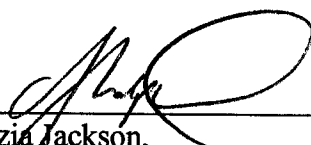
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

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: 
Shahzia Jackson,
Senior Criminal Justice Analyst
Criminal Justice Commission

**The Lord's Place Transitional Housing
Scope of Work**

BACK TO A FUTURE is Palm Beach County's reentry process for juveniles returning to the community as which includes the delivery of a variety of evidence-based, cognitive, behavioral and social learning techniques in both pre- and post-release settings to ensure a successful transition from residential facilities to our community.

For those youth who are identified as being homeless, an important part of successful reentry is transitional housing. The Lord's Place has been identified to provide this service. The Lord's Place will ensure that each youth's criminogenic needs are identified and met.

The overall goal of this project, to reduce recidivism by 50% over a 5-year period, with a sub goal of 70% of youth served should be working and/or in school by 6 months post-release.

The Lord's Place Program	Responsibility
Target Population Moderate to high risk youth ages 18-23 leaving a residential facility that have been identified as being homeless upon release or later. The Reentry Transition Team/Transition Specialist will determine which youth will need housing services.	Reentry Transition Team/Transition Specialist
Referral Process Youth will go through a series of transitional staffings in preparation for their release into the community. During these staffings, it will be determined if youth will need housing services. If a youth is identified as needing housing, the Reentry Transition team/Transition Specialist will contact The Lord's Place. If housing is identified as a need, The Lord's Place will be on the Exit Staffing call to discuss release plans. As needed, post-release referrals will be made. The Lord's Place will consider youth who do not meet 100% of the criteria on a case by case basis.	Reentry Transition Team/Transition Specialist and The Lord's Place.
Housing Youth who are selected for Back to A Future and need transition housing will reside at The Lord's Place men's campus (or Burckle Place Women's Campus) and provided safe, supportive housing. Funding is available to support a minimum of 4 beds at a time.	The Lord's Place
Case Management All youth going through Back to A Future will be provided with a Case Manager. Youth will be assisted with individual needs including obtaining identification/ birth certificates, making referrals to appropriate agencies, applying for medical benefits and other essential transition needs. Service provision is driven by addressing individual youth's criminogenic needs.	The Lord's Place
Education Youth will develop an education plan to help them achieve the highest possible education level. The Lord's Place will provide assistance in enrollment, developing school goals, researching post-secondary schools, literacy, tutoring, and scholarships. Providing financial support to meet said goals. Youth who are eligible for	The Lord's Place and Youth

school will be placed in an educational setting within 5 days if appropriate. Out of the total youth served, at least 70% should be working and/or in school by 6 months post-release	
Vocation /Employment Services Youth will receive assistance in accessing job training and finding employment opportunities. The Lord's Place has developed a network of local businesses that will provide employment. Job readiness and placement will be provided. Providing financial support to meet said goals. Work readiness progress will be tracked using a pre and post test. Out of the total youth served, at least 70% should be working and/or in school by 6 months post-release	The Lord's Place
Other Services Other services provided to youth will be family reunification, counseling, substance abuse treatment, peer-led community groups, legal clinics, access to healthcare, financial literacy and pro-social activities.	The Lord's Place
Transition Youth can reside at the campus up until 24 months as part of grant; Youth will then be transitioned into permanent housing.	The Lord's Place
Reporting/Evaluation The Lord's Place staff will report all participant data in RENEW, a database used countywide by reentry service providers. The Lord's Place will participate in an evaluation done by the Criminal Justice Commission and the Department of Justice.	The Lord's Place, DOJ, CJC
Cost Per Night \$55.53/night to include: case manager, coordinator, director salaries, daily occupancy costs, utilities, maintenance and repairs, furniture, household supplies, security, transportation, counseling services, food from pantry, CARE team access (nurses, medical liaison, vocational case manager), and administrative costs.	The Lord's Place and CJC
Partner Meetings The Lord's Place staff will attend provider/partner meetings regarding the Back to A Future Program as well as Juvenile Reentry.	CJC, Reentry Task Force, The Lord's Place

The Lord's Place, Inc.	Bed Rate: \$55.53/night	\$55,000
\$55.53/night to include: casemanager, coordinator, director salaries, daily occupancy costs, utilities, maintenance and repairs, furniture, household supplies, security, transportation, counseling services, food from pantry, CARE team access (nurses, medical liaison, vocational case manager), and administrative costs.		
Total:		\$55,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gulfstream Insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 David Arch	CONTACT NAME: Lynn Dowling, AINS, AAI, AIAM PHONE (A/C, No, Ext): 954-561-2220 E-MAIL ADDRESS: lynn@gulfstreaminsurance.net FAX (A/C, No): 954-566-0673
INSURED The Lord's Place, Inc. PO Box 3265 West Palm Beach, FL 33402	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : Guarantee Insurance Co INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	PHPK1168993 \$1,000,000/\$3,000,000 \$1,000,000/\$3,000,000	05/03/2014 05/03/2014 05/03/2014	07/01/2015 07/01/2015 07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ \$1MIL/\$1MIL
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1168993	05/03/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB457973	05/03/2014	07/01/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WCP100516803GIC	04/01/2015	04/01/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property XWIND		PHPK1168993	05/03/2014	07/01/2015	BLDG-SOV 7,495,398 BPP-SOV 781,920

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Shelter/Mission/Halfway House.
The Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is listed as additional insured with respects to general liability.

MAR 30 2015

Palm Beach County
Criminal Justice Commission

CERTIFICATE HOLDER

CANCELLATION

PALMBE4 Palm Beach County c/o Michael L. Rodriguez, Exec. Director Criminal Justice Commission 301 N Olive Avenue, St 1001 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Arch
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**SECOND AMENDMENT TO CONTRACT FOR COMMUNITY SERVICE AND
RESTITUTION ASSISTANCE FOR JUVENILE REENTRY**

THIS SECOND AMENDMENT TO CONTRACT (hereinafter "Second Amendment"), is made as of this 7th day of April 2015 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and Choice to Change, Inc. (herein referred to as the "Service Provider") whose Federal ID No. is 27-1984536.

WITNESSETH:

WHEREAS, the Parties, entered into the Contract on February 5, 2014 (R2014-0469) which provided an amount not to exceed \$71,700; and

WHEREAS, the First Amendment to Contract dated September 30, 2014 provided an amount not to exceed \$98,709, and extended the term to September 30, 2015; and

WHEREAS, the Service Provider's responsibilities under the Amended Contract are to provide juvenile reentry services consistent with the County's Reentry Initiative with the goal of reducing recidivism.

WHEREAS, the parties agree to adjust the budget line items without increasing/decreasing the total Contract price.

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Contract as amended, and enter into this Second Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect ascribed to them in the Contract, as amended.
- II. Article 1 (Services- Scope of Work), referenced in First Amendment as Exhibit AA-01 is amended. **Exhibit AA-01 will be replaced in its entirety by Exhibit "AA-02" attached hereto. Without any increase/decrease to contract**
- III. **Exhibit "BB-01" to the First Amendment will be replaced in its entirety by Exhibit "BB-02" attached hereto.**
- IV. Except as modified by this Second Amendment, the Contract, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Contract, as amended, in accordance with the terms thereof.

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

CHOICE TO CHANGE, INC.

By: 

Lynn Lample, Director

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

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: 

Shahzia Jackson,
Senior Criminal Justice Analyst
Criminal Justice Commission

Choice to Change- Restitution and Community Service Assistance, Substance Abuse/Mental Health Counseling, and Aggression Replacement Services
Scope of Work
10/1/2013-9/30/2015

BACK TO A FUTURE is Palm Beach County's reentry process for juveniles returning to the community as which includes the delivery of a variety of evidence-based, cognitive, behavioral and social learning techniques in both pre- and post-release settings to ensure a successful transition from residential facilities to our community.

The overall goal of this project, to reduce recidivism by 50% over a 5-year period, with a sub goal of 70% of youth served should be working and/or in school by 6 months post-release.

An important part of reentry is the ability to pay off restitution and complete community service hours, address substance abuse and behavioral needs including aggression. Choice to Change has been indentified to provide restitution and community service assistance, mental health and substance abuse assessment and counseling and Aggression Replacement Training. Choice to Change will assist in the overall effort of ensuring that each youth's criminogenic needs are met. Choice to Change will provide restitution assistance and other behavioral needs services through the following:

Task	Responsibility of Service Provider
Target Population Choice to Change will target youth who are ordered to complete community service hours and/or pay restitution, have a need for substance abuse or individual counseling, and Aggression Replacement Training. All youth who are participating in Back To A Future will be eligible for this service.	Choice to Change
Referral Process Youth will go through a series of transitional staffings in preparation for their release into the community. During these staffings, it will be determined if youth will need to complete community service hours and pay restitution. It will also be determined if youth needs follow-up substance abuse and mental health counseling including behavioral health needs such as Aggression Replacement Training. Youth identified with these needs will be referred to Choice to Change.	Choice to Change staff will participate in staffings
Assessments/ Application Process To begin the application process, the Transition Specialist will complete a referral via RENEW and email.	The Choice to Change Restitution Outreach Coordinator will follow up with the youth and their family to complete the application process. Classes will be available to youth as soon as possible.
Family Educational Intervention Choice to Change will provide family support services through C2C 102 Positive Solutions for Parent and Child (101 only if parents refuse participation) This program will assist in building healthy choices and relationships with youth's family, self, and others. Classes will be available for up to 6 families at a time; \$150 per	Choice to Change is responsible for class, coordinating class space, time and transportation.

<p>family for a total of \$900 per class. Class will be offered 12 times a year, if needed.</p> <p>Choice to Change 103 Choice to Change will provide the Choice to Change 103 curriculum to participants housed at the County jail and in the community (this will include reentry support services such as assessments)</p>	
<p>Community Service and Restitution Youth will be supported through the 104 Class that is designed to mentor youth who are ordered community service.</p>	<p>Choice to Change will assist a minimum 34 youth with approximately \$800 of restitution, by arranging for youth to complete hours of service. Choice to Change is responsible for coordinating class space, time and transportation.</p>
<p>Special Events The Choice to Change Food and Event Supervisor will coordinate opportunities for youth to complete community service and volunteer service hours through participation in special events.</p>	<p>Choice to Change</p>
<p>ServSafe Certification A minimum of 25 youth will be offered a 6 week course taught in-kind by Chef Corp. Youth will be tutored and prepared to take a state examination. After the exam, youth will obtain a ServeSafe Certification (\$130).</p>	<p>Choice to Change will coordinate class, assist with logistics in the exam, and pay for exam. Choice to Change is responsible for coordinating class space, time and transportation.</p>
<p>Aggression Replacement Training Youth who are identified as high risk and exhibit aggressive behaviors will be offered Aggression Replacement Training through Choice to Change to address their behavioral needs.</p>	<p>Transition Specialist will refer youth for this service. Choice to Change will follow up with youth to begin services. Choice to Change is responsible for coordinating class space, time and transportation.</p>
<p>Substance Abuse and Mental Health Services Youth who are identified as needing continued substance abuse counseling and/or mental health counseling will be referred to Choice to Change to address these needs. Choice to Change will provide youth with a mental health/substance abuse assessment, 12 week outpatient group, individual therapy/counseling, and on-going support groups as needed.</p>	<p>Choice to Change will coordinate assessments and sessions. Choice to Change is responsible for coordinating class space, time and transportation.</p>
<p>Reporting/Evaluation Choice to Change staff will report all participant data in RENEW, a database used countywide by reentry service providers. Choice to Change will participate in an evaluation done by the Criminal Justice Commission and the Department of Justice.</p>	<p>Choice to Change</p>
<p>Partner Meetings Choice to Change staff will attend provider/partner meetings regarding the Back to A Future Program as well as Juvenile Reentry.</p>	<p>Choice to Change</p>

BUDGET WORKSHEET

A. PERSONNEL: Salaries and Benefits	
1. Restitution Outreach Coordinators	\$30,550
2. Certf. Food & Event Supervisor	\$16,000
SUB-TOTAL PERSONNEL	\$46,550
B. OPERATIONAL EXPENSES	
1. C2C Class/Family Group (\$150/session)	\$26,400
2. Aggression Replacement(\$125/session)	\$7,500
3. ServSafe Certifications (\$130/exam)	\$3,250
4. Substance Abuse/Mental Health Services	\$8,500
\$120/Mental Health or Substance Abuse assessment	
\$150/12week Outpatient group	
\$100/individual therapy/counseling session	
\$150/on-going support group session	
5. Event and Permitting Fees	\$1,500
6. Marketing	\$2,400
7. Indirect	\$800
8. Reentry Support Services	\$1,809
SUB-TOTAL OPERATIONAL	\$52,159
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL	\$0
TOTALS	
A. PERSONNEL: Salaries and Benefits	\$46,550
B. OPERATIONAL EXPENSES	\$52,159
C. CAPITAL EXPENDITURES	\$0
TOTAL PROJECT BUDGET	\$98,709