Agenda Item #: 3X – 1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 16, 2020		[X] []	Consent Ordinance	[] []	Regular Public Hearing
Department: Submitted By: Submitted For: ====================================	Department of P Department of P Division of Justic	ublic Sa	lifety		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendments to Contracts/Interlocal Agreement for the Second Chance Act Innovations in Reentry Initiative (IRI):

- A) Second Amendment to Contract #R2018-0935, The Lord's Place, Inc. (TLP);
- B) Second Amendment to Contract #R2018-0936, Gulfstream Goodwill Industries, Inc. (GGI); and
- C) Second Amendment to Interlocal Agreement #R2018-0937, The City of Riviera Beach Reentry Center (RB).

Summary: Palm Beach County was awarded an Innovations in Reentry Initiative grant on September 19, 2017 from the Department of Justice for \$850,000 (Award # 2017-CZ-BX-0003) from October 1, 2017 through September 30, 2020. The Second Amendment to TLP, GGI, and RB contracts/interlocal agreement changes the title of the Contract to reflect the granting entity change in the name of the grant from "Smart Reentry Services" to "Innovations in Reentry Initiative", changes the number of people in the control and treatment groups for each service provider to adhere to the fidelity of the study, and provides further information about the grant in the scope of work. The Second Amendment to the GGI contract increases the number of reentry participants in the control and treatment groups from 80 to 100 people and modifies the budget from \$173,689 to \$239,663. The Second Amendment to the RB contract increases the number of reentry participants in the control and treatment groups from 80 people to 100 people and modifies the budget from \$173,689 to \$220,854. The Second Amendment to the TLP contract decreases the number of reentry participants in the control and treatment groups from 80 people to 40 people and modifies the budget from \$173,689 to \$46,550. Moreover, \$14,000 is shifted to the IRI Reentry Coordinator from TLP's contract to secure the position through the end of the grant period. All adjustment are revenue neutral and adjust the budgets within approved line items. On May 16, 2017, the Board of County Commissioners authorized the County Administrator or designee to execute amendments and administrative documents associated with these contracts on behalf of the Board of County Commissioners after approval of legal sufficiency by the County Attorney's Office and within budgeted allocations. Countywide (SF)

Background and Justification: Continued on page 3.

Attachments:

- 1) Second Amendment to Contract for Innovations in Reentry Initiative TLP
- 2) Second Amendment to Contract for Innovations in Reentry Initiative GGI
- 3) Second Amendment to Interlocal Agreement for Innovations in Reentry Initiative RB

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Recommended By:	Sejnoka	5/15/20
	Department Director	Date
Approved By:	Some a. Mich for.	5/28/2000
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Personal Services					
Operating Costs					
Grants and Aids					
Capital Expenditures					
External Revenues		·			
Program Income (County)					
In-Kind Match (County)	<u></u>				
Net Fiscal Impact					
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
FOSITIONS (Cullulative)	0	0	0	0	0
Is Item Included In Current Budget? Yes <u>X</u> No Does this item include the use of federal funds? Yes <u>X</u> No Budget Account Exp No: Fund <u>1436</u> Dept. <u>662</u> Unit <u>5703</u> Obj. <u>Various</u> Prog. <u>Various</u> <u>GY18</u> Rev No: Fund <u>1436</u> Dept. <u>662</u> Unit <u>5703</u> Rev. <u>3129</u> Prog. <u>SMTREV</u> <u>GY18</u>					
B. Recommended Sources of Funds/Summary of Fiscal Impact: Grant:17-20 DOJ 2nd Chance Act Grant 2017-CZ-BX-0003 Fund: Justice Service Grant Fund Unit: SMART Reentry Programs					
*This item reallocates grant funds between agencies, no additional fiscal impact. C. Departmental Fiscal Review:					
	III. <u>REVI</u>	EW COMMEN	TS		

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

9012020 **OFMB**

12000 Contract 👂

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification (continued from page 1):

Palm Beach County has developed a Strategic Plan for providing effective and coordinated ex-offender reentry services to those returning from incarceration. The programs are intended to reduce recidivism among transitioning offenders as well as reduce future victimization, enhance public safety and improve the lives of communities, victims and offenders. The first amendment to the Second Chance Act Innovations in Reentry Initiative moved budgeted allocations within categories, but did not add or decrease the original budgeted amount, updated the Contract to include the most current County standard contract provisions, and formally corrected a clerical error by dating the First Project Budget Adjustment February 26, 2019 instead of February 26, 2018.

SECOND AMENDMENT TO CONTRACT FOR INNOVATIONS IN REENTRY INITIATIVE WITH THE LORD'S PLACE, INC.

THIS <u>SECOND AMENDMENT TO CONTRACT FOR INNOVATIONS IN REENTRY</u> <u>INITIATIVE WITH THE LORD'S PLACE, INC.</u> (hereinafter "Second Amendment") is made as of this _____ day of _____ 2020 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, a not-for-profit corporation authorized to do business in the State of Florida, herein referred to as the "CONSULTANT", whose Federal I.D. is 59-2240502.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018 (R2018-0935) ("Contract") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689; and

WHEREAS, the title of the Contract is being changed to reflect that the granting entity has changed the name of the grant from "Smart Reentry Services" to "Innovations in Reentry Initiative"; and

WHEREAS, the scope of work has been updated to provide further information about the grant, including objectives, programmatic services, and programmatic requirements; and

WHEREAS, the number of reentry participants in the treatment and control groups have decreased from forty (40) reentry participants to twenty (20) reentry participants in each group; and

WHEREAS, the project budget needs to be decreased by \$127,139 to a total amount not to exceed \$46,550; and

WHEREAS, the COUNTY has adopted an amendment to its standard contractual language since the last amendment to this Contract, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The above-cited WHEREAS clauses are incorporated herein by reference.
- 2. This Contract shall be referred to as the Innovations in Reentry Initiative.
- 3. Exhibit "A2" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "A" in the Contract, as amended.

Page 1 of 3

- 4. Exhibit "B3" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "B2" in the Contract, as amended.
- 5. Article 3, "Payments to Consultant", paragraph "A" of the Contract designating expenses is hereby amended to replace the not to exceed amount of One Hundred Seventy Three Thousand Six Hundred Eighty Nine Dollars (\$173,689) with Forty Six Thousand Five Hundred Fifty Dollars (\$46,550).
- 6. Article 21 ACCESS AND AUDITS, is deleted and replaced with the following:

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

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

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

7. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

Page 2 of 3

IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the County, and The Lord's Place has hereunto executed same.

PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By:

APPROVED AS TO FORM

LEGAL SUFFICIENCY

County Administrator or Designee

THE LORD'S PLACE, INC.

AL B_fy: Diana Stanley, President & CEO

WITNESS:

By: Assistant County Attorney

Sign Sign Printed Name

APPROVED AS TO TERMS AND CONDITIONS

By: **Division Director**

Page 3 of 3

SCOPE OF WORK Contract between Palm Beach County and The Lord's Place

Effective Date: May 01, 2018 – September 30, 2020

Overview: Palm Beach County (PBC) is the recipient of the Innovations in Reentry Initiative (IRI) grant, commonly referred to as the SMART grant, from the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to provide transitional jobs (TJ) in tandem with evidence-based cognitive behavioral programming to improve employment outcomes and reduce recidivism rates. By entering into this Contract, The Lord's Place (TLP) agrees that it is a subrecipient of the grant funds provided to PBC from BJA and is subject to the terms and conditions for receipt of funds imposed by BJA and PBC. TLP also agrees to participate in a full randomized controlled trial (RCT) and evaluation. This will entail having 40 reentry participants allocated at random to receive additional services to include the TJ and cognitive behavioral programming (or 20 reentry participants in the treatment group) or receive the standard services for comparison (or 20 reentry participants in the control group).

Eligible reentry participants must be moderate-to-high risk of recidivating, based on a validated risk and needs assessment, less job ready as evidenced by the employment readiness checklist, released from a Florida Department of Corrections (FDC) facility or PBC jail, and returning to PBC. Reentry participants may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), or referrals by other contracted reentry service providers.

Objectives: Reduce recidivism, increase the number of people who successfully transition back to PBC after a period of incarceration from jail or prison, improve employment outcomes, and increase public safety. A minimum of 50% of reentry participants in the treatment group (or 10 people) should be independently employed upon completion.

Target Population: People who are moderate-to-high risk of recidivating based on a validated risk and needs assessment and less job ready based on the employment readiness checklist and are transitioning back to PBC after a period of incarceration from jail or prison.

Geographic Areas to Serve: County-wide

Staff Meetings: TLP administrators and reentry staff are required to meet with PBC reentry staff on a monthly basis, or as deemed necessary, at the PBC Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC's reentry system. TLP administrators and reentry staff must also be available for other reentry trainings and events, as determined by PBC.

Programmatic Services: TLP shall be responsible to:

Exhibit AZ Page of 4

- Administer the Level of Service Inventory-Revised (LSIr) to all reentry participants and the Employment Readiness Checklist to those who are interested in employment services.
- Engage and refer a minimum of 40 reentry participants (20 in treatment group/20 in control group) who have been selected at random to participate in the IRI grant. This will include reentry participants who have been selected at random since the inception of the program in November 2018.
- Submit reentry participants who are interested in the IRI grant, and score as moderate-to- high risk and less job ready on the checklist for randomization through RENEW.
- Provide TJs for a minimum of 8 weeks to 20 reentry participants who have been selected at random to participate in the treatment group. Utilize an increase stress model, where reentry participants will be provided training on their new position, but will also face natural consequences for their actions on the job.
- Provide cognitive behavioral programming for a minimum of 8 weeks to 20 reentry participants who have been selected at random to participate in the treatment group. Cognitive behavioral programming will include a minimum of Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP) two times a week at 1.5 2 hours per session.
- The TJs and cognitive behavioral programming for a minimum of 8 weeks for the 20 reentry participants who have been selected at random to participate in the treatment group will amount to a minimum of 16 hours per week per participant.
- Facilitate support services for the 20 reentry participants selected to participate in the treatment group.
- Provide all other support services listed in the accompanying budget worksheet and compensation chart, as amended, to those reentry participants who indicated that they were interested in the IRI grant but were selected at random into the control group. Allowable services will include all services offered by TLP, however, such services cannot be invoiced under this contract.
- TLP staff who will work directly with the 20 reentry participants who have been selected at random to participate in the treatment group include:
 - Director of Food Services- Responsible for operation and development of menu planning, program planning and execution, and daily operations of the Cafe Joshua kitchen, complying with all applicable sanitation, health and personal hygiene standards and following established food production programs and procedures. Responsible for the appropriate use of facility supplies and equipment to minimize loss, waste and fraud. Responsible for creating a culinary apprentice curriculum and the instruction of all culinary apprentices.
 - Director of Job Training- Directs Job Training and Employment Program, including Program Development and Job Placement Program. Ensure that guests and visitors are receiving the appropriate services that will help them end their homelessness. Position coordinates all activities of the Job Training and Placement and Café Joshua, including the social services programs.

Exhibit A2 Page 2 of 4

- Culinary Instructors- The position is responsible for providing classroombased culinary arts education to culinary apprentices and other food service staff.
- Catering Assistant- The Catering Assistant is part of a team who is responsible for the efficient running of food preparation and delivery service at Cafe Joshua Catering. The position requires general cooking duties within all areas of the kitchen, as well as assisting a Catering staff in the production of consistent, high-quality catering and presentation.
- Catering Expediter- Responsible for ensuring that catering orders have been properly prepared before delivery to the customer or event, complying with all applicable sanitation, health and personal hygiene standards and following established food production programs and procedures. Works closely and communicates with Catering Sales Department, Chefs, Drivers and Banquet Captains to insure a high level of food quality, presentation and timely delivery.
- Employment Specialist- Provides job placement services to the clients in the Job Training & Placement Program.
- Retention Specialist- The Employment Retention Specialist will train individuals in essential skills for attaining and retaining employment for a minimum of one year. The position is responsible for competitive job searching and retention of employment.

Client Support Services: All client support services must be documented in RENEW. These services include but are not limited to —

- Transportation;
- Transitional Housing;
- Identification;
- Family Reunification;
- Peer Support Classes;
- Clothes and Toiletries;
- Substance Abuse Treatment; and
- Mental Health Treatment.

Data Collection: TLP will collect and input all required data in PBC's Reentry Network (RENEW) within 3 business days of service delivery.

Evaluations: To ensure programs are achieving desired outcomes and implemented with fidelity, TLP must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration, and quality of delivery, participant responsiveness, and program differentiation.

TLP must comply with all required reporting and documentation to allow Florida Atlantic University (FAU) to conduct their evaluation. The FAU researcher will be evaluating all data entered in RENEW. In addition, the FAU researcher will also conduct various site visits throughout the grant to interview staff and observe programming.

Exhibit A2 Page 3 of 4

Programmatic Requirements:

- 1) TLP agrees to be bound by and to comply with the requirements of the Department of Justice's special conditions, as outlined in the attached Exhibit C, incorporated herein by reference, and made a part of this Agreement.
- 2) TLP agrees to be bound by and to comply with the requirements referenced in the PBC IRI/SMART Reentry Policy and Procedure Guide, as may be amended. The PBC IRI/SMART Reentry Policy and Procedure, as may be amended, is incorporated herein by reference.
- 3) TLP agrees to be bound by and to comply with the requirements referenced in the Reentry Network (RENEW) Database User Manual, as may be amended. The RENEW Database User Manual, as may be amended, is incorporated herein by reference.

Non-Compliance: TLP will not be compensated for program services and client support services that fails to comply with this Scope of Work.

Exhibit <u>A2</u> Page <u>4</u> of <u>4</u>

EVIDIT	ייבםיי
EXHIBIT	D 3

	EXHIBIT "B3"
SCHEDULE OF PAYMENTS	
The Consultant will prepare and submit monthly invoices to the 22nd of each month. Invoices will be reviewed and approto to verify that services have been rendered in conformity with will then be sent to the Finance Department for payment.	ved by the County's representative
BUDGET WORKSHEET	
A. PERSONNEL EXPENSES	\$ 46,000.00
B. OPERATIONAL EXPENSES	\$ 550.00
C. CAPITAL EXPENDITURES	\$ -
TOTAL PROJECT BUDGET	\$ 46,550.00

Exhibit <u>B3</u> Page ____ of ____

1

Personnel Category		Service	Allocated	Requirements
	Director of Food Service	Responsible for operation and development of menu planning, program planning and execution, and daily operations of the Cafe Joshua kitchen, complying with all applicable sanitation, health and personal hygiene standards and following established food production programs and procedures. Responsible for the appropriate use of facility supplies and equipment to minimize loss, waste and fraud. Responsible for creating a culinary apprentice curriculum and the instruction of all culinary apprentices.	Allocated	Must provide direct client services to reentry participants in the treatment group and/or prepare trainings and training materials to directly benefit treatment group clients. Copy of time card, pay stub, and activity log will be submitted as back up to invoice. Activity log must document the specific time allocated to each individual activity.
	Director of Job Training	Directs Job Training and Employment Program, including Program Development and Job Placement Program. Ensure that guests and visitors are receiving the appropriate services that will help them end their homelessness. Position coordinates all activities of the Job Training and Placement and Café Joshua, including the social services programs.		Must provide direct client services to reentry participants in the treatment group and/or prepare trainings and training materials to directly benefit treatment group clients. Copy of time card, pay stub, and activity log will be submitted as back up to invoice. Activity log must document the specific time allocated to each individual activity.
	Culinary Instructors	The position is responsible for providing classroom-based culinary arts education to culinary apprentices and other food service staff.		Must provide direct client services to reentry participants in the treatment group and/or prepare trainings and training materials to directly benefit treatment group clients. Copy of time card, pay stub, and activity log will be submitted as back up to invoice. Activity log must document the specific time allocated to each individual activity.
TLP Staff	Catering Assistant Catering Assistant is part of a team who is responsible for the efficient running of food preparation and delivery service at Cafe Joshua Catering. The position requires general cooking duties within all areas of the kitchen, as well as assisting a Catering staff in the production of consistent, high-quality catering and presentation.	\$30,000.00	Must provide direct client services to reentry participants in the treatment group. Copy of time card, pay stub, and activi log will be submitted as back up to invoice. Activity log must document the specific time.	
	Catering Expediters	Responsible for ensuring that catering orders have been properly prepared before delivery to the customer or event, complying with all applicable sanitation, health and personal hygiene standards and following established food production programs and procedures. Works closely and communicates with Catering Sales Department, Chefs, Drivers and Banquet Captains to insure a high level of food quality, presentation and timely delivery.	n is et and	Must provide direct client services to reentry participants in the treatment group. Copy of time card, pay stub, and activi log will be submitted as back up to invoice. Activity log must document the specific time.
	Employment Specialist	Provides job placement services to the clients in the Job Training & Placement Program.		Must provide direct client services to reentry participants in the treatment group or provide job placement services on behalf of a specific client. Copy of time card, pay stub, and activity log will be submitted as back up to invoice. Activity log must document the specific time. In addition a case note is required to be entered into RENEW for every interaction with client or action taken on behalf of client.
	Retention Specialist	The Employment Retention Specialist will train individuals in essential skills for attaining and retaining employment for a minimum of one year. The position is responsible for competitive job searching and retention of employment.		Must provide direct client services to reentry participants in the treatment group and/or prepare trainings and training materials. Copy of time card, pay stub, and activity log will b submitted as back up to invoice. Activity log must document the specific time allocated to each individual activity. In addition a case note is required to be entered into RENEW for every interaction with client or action taken on behalf of client.
Fransitiona		Randomized reentry participants in the treatment group will obtain employment through TLP's culinary appretenships	\$16,000.00	For reentry participants in the treatment group only . Copy of time card, pay stub and sign in sheet for CBI EMP must be submitted as back up to invoice. In addition, CBI and Transitional Job hours MUST be documented in RENEW for each participant.
Operationa Category	I	Saprico	Allocated	Requirements
Support Ser	vices	Service Including Transportation, Housing, Identification, Family Reunification, Literacy and GED classes, Peer Support Classes, Clothes and Toiletries, Substance Abuse Treatment, and Mental Health Treatment	\$550.00	Requirements Must be provided to reentry participants who are selected for the treatment group only . Must include the reentry participant's name, provide receipt and proof of payment as sufficient back up to the invoice.

-8

Exhibit $\underline{83}$ Page $\underline{2}$ of $\underline{2}$

Second Amendment

SECOND AMENDMENT TO CONTRACT FOR INNOVATIONS IN REENTRY INITIATIVE WITH GULFSTREAM GOODWILL INDUSTRIES, INC.

THIS <u>SECOND AMENDMENT TO CONTRACT FOR INNOVATIONS IN REENTRY</u> <u>INITIATIVE WITH GULFSTREAM GOODWILL INDUSTRIES, INC.</u> (hereinafter "Second Amendment") is made as of this ______ day of ______ 2020 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 Gulfstream Goodwill Industries, Inc., a not-for-profit corporation authorized to do business in the State of Florida, herein referred to as the "CONSULTANT", whose Federal I.D. is 59-1197040.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018 (R2018-0936) ("Contract") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689; and

WHEREAS, the title of the Contract is being changed to reflect that the granting entity has changed the name of the grant from "Smart Reentry Services" to "Innovations in Reentry Initiative"; and

WHEREAS, the scope of work has been updated to provide further information about the grant, including objectives, programmatic services, and programmatic requirements; and

WHEREAS, the number of reentry participants in the treatment and control groups have increased from forty (40) reentry participants to fifty (50) reentry participants in each group; and

WHEREAS, the project budget needs to be increased by \$65,974 to a total amount not to exceed \$239,663; and

WHEREAS, the COUNTY has adopted an amendment to its standard contractual language since the last amendment to this Contract, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The above-cited WHEREAS clauses are incorporated herein by reference.
- 2. This Contract shall be referred to as the Innovations in Reentry Initiative.
- 3. Exhibit "A2" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "A" in the Contract, as amended.
- 4. Exhibit "B3" which is attached hereto and incorporated herein shall hereby replace and

Page 1 of 3

supersede all previous references to Exhibit "B2" in the Contract, as amended.

- 5. Article 3, "Payments to Consultant", paragraph "A" of the Contract designating expenses is hereby amended to replace the not to exceed amount of One Hundred Seventy Three Thousand Six Hundred Eighty Nine Dollars (\$173,689) with Two Hundred Thirty Nine Thousand Six Hundred Sixty Three Dollars (\$239,663).
- 6. Article 21 ACCESS AND AUDITS, is deleted and replaced with the following:

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

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

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

7. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

Page 2 of 3

IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the County, and Gulfstream Goodwill Industries, Inc. has hereunto executed same.

PALM BEACH COUNTY, FLORIDA **BOARD OF COUNTY COMMISSIONERS**

GULFSTREAM GOODWILL INDUSTRIES, INC.

County Administrator or Designee By:

By: _/ ____ -- 1C

Keith Kennedy, President & CEO

APPROVED AS TO FORM LEGAL SUFFICIENCY

WITNESS:

By: Assistant County Attorney

aterman Waterman aura Printed Name

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APPROVED AS TO TERMS AND CONDITIONS

By: Mark Br Division Director Bisnap

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Page 3 of 3

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SCOPE OF WORK Contract between Palm Beach County and Gulfstream Goodwill Industries, Inc.

Effective Date: May 01, 2018 – September 30, 2020

Overview: Palm Beach County (PBC) is the recipient of the Innovations in Reentry Initiative (IRI) grant, commonly referred to as the SMART grant, from the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to provide transitional jobs (TJ) in tandem with evidence-based cognitive behavioral programming to improve employment outcomes and reduce recidivism rates. By entering into this Contract, Gulfstream Goodwill Industries, Inc. (GGI) agrees that it is a subrecipient of the grant funds provided to PBC from BJA and is subject to the terms and conditions for receipt of funds imposed by that entity. GGI also agrees to participate in a full randomized controlled trial (RCT) and evaluation. This will entail having 100 reentry participants allocated at random to receive additional services to include the TJ and cognitive behavioral programming (or 50 reentry participants in the treatment group) or receive the standard services for comparison (or 50 reentry participants in the control group).

Eligible reentry participants must be moderate-to-high risk of recidivating, based on a validated risk and needs assessment, less job ready as evidenced by the employment readiness checklist, released from a Florida Department of Corrections (FDC) facility or PBC jail, and returning to PBC. Reentry participants may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), or referrals by other contracted reentry service providers.

Objectives: Reduce recidivism, increase the number of people who successfully transition back to PBC after a period of incarceration from jail or prison, improve employment outcomes, and increase public safety. A minimum of 50% of reentry participants in the treatment group (or 25 people) should be independently employed upon completion.

Target Population: People who are moderate-to-high risk of recidivating, based on a validated risk and needs assessment, less job ready, based on the employment readiness checklist and transitioning back to PBC after a period of incarceration from jail or prison.

Geographic Areas to Serve: County-wide

Staff Meetings: GGI administrators and reentry staff are required to meet with PBC reentry staff on a monthly basis, or at the PBC Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC's reentry system. GGI administrators and reentry staff should also be available for other reentry trainings and events, as determined by GGI.

Programmatic Services: GGI shall be responsible to:

Exhibit AZ Page ____ of ____

- Administer the LSIr to all reentry participants and the Employment Readiness Checklist to those who are interested in employment services.
- Engage and refer a minimum of 100 reentry participants (50 in treatment group/50 in control group) for randomization to participate in the IRI grant. This will include reentry participants that have been randomized since the inception of the program in November 2018.
- Submit reentry participants who are interested in the IRI grant, and score as moderate-to- high risk and less job ready on the checklist for randomization through RENEW.
- Provide TJs for a minimum of 12 weeks to 50 reentry participants who have been randomized to participate in the treatment group. Utilize an increase stress model, where reentry participants will be provided training on their new position, but will also face natural consequences of their actions on the job.
- Provide cognitive behavioral programming for a minimum of 12 weeks to 50 reentry participants who have been randomized to participate in the treatment group. Cognitive behavioral programming will include a minimum of MRT once a week at 4 hours per session.
- The TJs and cognitive behavioral programming for a minimum of 12 weeks for the 50 reentry participants who have been randomized to participate in the treatment group will amount to a minimum of 20 hours per week per participant.
- Facilitate support services for the 50 reentry participants selected to participate in the treatment group.
- Provide all other support services listed in the accompanying exhibit B compensation chart, as amended, to those reentry participants who indicated that they were interested in the IRI grant but were randomized into the control group. Allowable services will include all services offered by GGI, however, such services cannot be invoiced under this contract.

Client Support Services: All client support services must be documented in RENEW. These services include but are not limited to —

- Transportation;
- Transitional Housing;
- Identification;
- Family Reunification;
- Peer Support Classes;
- Clothes and Toiletries;
- Substance Abuse Treatment; and
- Mental Health Treatment.

Data Collection: GGI will collect and input all required data in PBC's Reentry Network (RENEW) within 3 business days of service delivery.

Evaluations: To ensure programs are achieving desired outcomes and implemented with fidelity, GGI must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes

Exhibit $\underline{A2}$ Page $\underline{2}$ of $\underline{3}$

evaluating adherence, exposure/duration, and quality of delivery, participant responsiveness, and program differentiation.

GGI must comply with all required reporting and documentation to allow Florida Atlantic University to conduct their evaluation. The FAU researcher will be evaluating all data entered in RENEW. In addition, the FAU researcher will also conduct various site visits throughout the grant to interview staff and observe programming.

Programmatic Requirements:

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- 1) GGI agrees to be bound by and to comply with the requirements of the Department of Justice's special conditions, as outlined in the attached Exhibit C, incorporated herein by reference, and made a part of this Agreement.
- 2) GGI agrees to be bound by and to comply with the requirements referenced in the PBC IRI/SMART Reentry Policy and Procedure Guide, as may be amended. The PBC IRI/SMART Reentry Policy and Procedure, as may be amended, is incorporated herein by reference.
- 3) GGI agrees to be bound by and to comply with the requirements referenced in the Reentry Network (RENEW) Database User Manual, as may be amended. The RENEW Database User Manual, as may be amended, is incorporated herein by reference.

Non-Compliance: GGI will not be compensated for program services and client support services that fails to comply with this Scope of Work.

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Exhibit <u>AZ</u> Page 3 of 3

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EXHIBIT	"B3'
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SCHEDULE OF PAYMENTS The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 22nd of each month. Invoices 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. **BUDGET WORKSHEET** \$ A. PERSONNEL: Salaries and Benefits 187,837.00 **B. OPERATIONAL EXPENSES** \$ 51,826.00 \$ C. CAPITAL EXPENDITURES TOTAL PROJECT BUDGET \$ 239,663.00

Exhibit <u>B3</u> Page <u>of</u> 2

COMPENSATION CHART- Services must be delivered in accordance with the chart below					
Personnel					
Category	Service	Allocated	Requirements		
Job Coach	The job coach will provide assistance to participants as they adjust to their new positions and to the work site Manager responsible for training the new trainee/employee. They will work with all referred participants to identify the best possible training and employment opportunities based on individual interests, skills and aptitudes. They will also be responsible for identifying, building and maintaining competitive community employment opportunities with businesses and business leaders throughout the County. In addition the job coach will also assist the new employees with addressing barriers that may appear that have the potential to impede success.	\$98,041.00	Must provide direct client services to reentry participants in the treatment group. Copy of time card and pay stub will be submitted as back up to invoice.		
Transitional Job	Randomized reentry participants in the treatment group will obtain employment though GGI's retail stores.	\$89,796.00	For reentry participants in the treatment group. Copy of time card, pay stub and sign in sheet for MRT must be submitted as back up to invoice.		
Operational		· · · · · · · · · · · · · · · · · · ·			
Category	Service	Allocated	Requirements		
Support Services	Including Transportation, Housing, Identification, Family Reunification, Literacy and GED classes, Peer Support Classes, Clothes and Toiletries, Substance Abuse Treatment, and Mental Health Treatment	\$20,960.00	Must be provided to reentry participants who are selected for the treatment group only. Must include the participant's name, provide receipt and proof of payment as sufficient back up to the invoice.		
Background Checks	Background checks will be provided for each participant.	\$769.00	Must include participant's name, provide receipt and proof of payment as sufficient back up to the invoice.		
Operating Costs	Communications, travel, training, office and program supplies, and copier expenses	\$12,678	Receipts, proof of payment to vendors or individuals. For mileage accrued by the Job Coach and any travel on behalf of the IRI/SMART grant as approved by BJA. Must provide travel logs that includes dates traveled, place of origin, place of destination, purpose and miles		
Admin Costs	The Management and Administrative expenses include the executive, accounting, community relations, personnel / human resources, board of directors, management information systems, administrative occupancy, maintenance, property management and risk management departments.	\$17,419	Can be no more than 10% of the total invoice per month.		

Exhibit $\underline{\$3}$ Page $\underline{2}$ of $\underline{2}$

Second Amendment

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR INNOVATIONS IN REENTRY INITIATIVE WITH THE CITY OF RIVIERA BEACH

THIS <u>SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR INNOVATIONS</u> <u>IN REENTRY INITIATIVE WITH THE CITY OF RIVIERA BEACH</u> (hereinafter "Second Amendment") is made as of this $\underline{I'4}$ day of \underline{Apti} 2020 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 City of Riviera Beach, a municipality located in Palm Beach County authorized to do business in the State of Florida, herein referred to as the "ENTITY", whose Federal I.D. is 59-6000417.

WITNESSETH:

WHEREAS, the parties, entered into that certain Contract on April 27, 2018 (R2018-0937) ("Contract") with a start day of May 1, 2018, and an expiration date of September 30, 2020, for an amount not to exceed \$173,689; and

WHEREAS, the title of the Contract is being changed to reflect that the granting entity has changed the name of the grant from "Smart Reentry Services" to "Innovations in Reentry Initiative"; and

WHEREAS, the scope of work has been updated to provide further information about the grant, including objectives, programmatic services, and programmatic requirements; and

WHEREAS, the number of reentry participants in the treatment and control groups have increased from forty (40) reentry participants to fifty (50) reentry participants in each group; and

WHEREAS, the project budget needs to be increased by \$47,165 to a total amount not to exceed \$220,854; and

WHEREAS, the COUNTY has adopted an amendment to its standard contractual language since the last amendment to this Contract, which is herein added to the Contract.

NOW THEREFORE, the parties hereby agree as follows:

- 1. The above-cited WHEREAS clauses are incorporated herein by reference.
- 2. This Contract shall be referred to as the Innovations in Reentry Initiative.
- 3. Exhibit "A2" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "A" in the Contract, as amended.
- 4. Exhibit "B3" which is attached hereto and incorporated herein shall hereby replace and supersede all previous references to Exhibit "B2" in the Contract, as amended.

Page 1 of 3

5. Article 3, "Payments to Entity", paragraph "A" of the Contract designating expenses is hereby amended to replace the not to exceed amount of One Hundred Seventy Three Thousand Six Hundred Eighty Nine Dollars (\$173,689) with Two Hundred Twenty Thousand Eight Hundred Fifty Four Dollars (\$220,854).

6. Article 21 – ACCESS AND AUDITS, is deleted and replaced with the following:

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

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

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

7. In all other respects except as specifically modified, herein the original Contract remains in full force and effect.

Remainder of the page intentionally left blank.

Page 2 of 3

IN WITNESS WHEREOF, Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY, and The City of Riviera Beach, through its authorized representative, has made and executed this Second Amendment on behalf of ENTITY.

PALM BEACH COUNTY, FLORIDA **BOARD OF COUNTY COMMISSIONERS**

By:

Administrator or Designee

THE CITY OF RIVIERA BEACH

By: An

Ronnie Felder Mayor

APPROVED AS TO FORM LEGAL SUFFICIENCY

By: Assistant County Attorney

WITNESS: Sign

CLAUDENE ANTHONY, CITY CLERK Printed Name

APPROVED AS TO TERMS AND **CONDITIONS**

By: on benalt of

Division Director Nicole Bishop

HEWED FOR LEGAL SUFFICIENCY ORNEY **RIVIERA BEACH** DATE: 0

Page 3 of 3

SCOPE OF WORK Contract between Palm Beach County and The City of Riviera Beach

Effective Date: May 01, 2018 - September 30, 2020

Overview: Palm Beach County (PBC) is the recipient of the Innovations in Reentry Initiative (IRI) grant, commonly referred to as the SMART grant, from the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to provide transitional jobs (TJ) in tandem with evidence-based cognitive behavioral programming to improve employment outcomes and reduce recidivism rates. By entering into this Contract, The City of Riviera Beach (RB) agrees that it is a subrecipient of the grant funds provided to PBC from BJA and is subject to the terms and conditions for receipt of funds imposed by BJA and PBC. RB also agrees to participate in a full randomized controlled trial (RCT) and evaluation. This will entail having 100 reentry participants allocated at random to receive additional services to include the TJ and cognitive behavioral programming (or 50 reentry participants in the treatment group) or receive the standard services for comparison (or 50 reentry participants in the control group).

Eligible reentry participants must be moderate-to-high risk of recidivating, based on a validated risk and needs assessment, less job ready as evidenced by the employment readiness checklist, released from a Florida Department of Corrections (FDC) facility or PBC jail, and returning to PBC. Reentry participants may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), or referrals by other contracted reentry service providers.

Objectives: Reduce recidivism, increase the number of people who successfully transition back to PBC after a period of incarceration from jail or prison, improve employment outcomes, and increase public safety. A minimum of 50% of reentry participants in the treatment group (or 25 people) should be independently employed upon completion.

Target Population: People who are moderate-to-high risk of recidivating based on a validated risk and needs assessment and less job ready based on the employment readiness checklist and are transitioning back to PBC after a period of incarceration from jail or prison.

Geographic Areas to Serve: County-wide

Staff Meetings: RB administrators and reentry staff are required to meet with PBC reentry staff on a monthly basis or as deemed necessary, at the PBC Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC's reentry system. RB administrators and reentry staff must also be available for other reentry trainings and events, as determined by PBC.

Programmatic Services:

Exhibit M2 Page _____ of 3

RB shall be responsible to:

- Administer the Level of Service Inventory-Revised (LSIr) to all reentry participants and the Employment Readiness Checklist to those who are interested in employment services.
- Engage and refer a minimum of 100 reentry participants (50 in treatment group/50 in control group) who have been selected at random to participate in the IRI grant. This will include reentry participants that have been selected at random since the inception of the program in November 2018.
- Submit reentry participants who are interested in the IRI grant, and score as moderate-to- high risk and less job ready on the checklist for randomization through RENEW.
- Provide TJs for a minimum of 10 weeks to 50 reentry participants who have been selected at random to participate in the treatment group. Utilize an increase stress model, where reentry participants will be provided training on their new position but will also face natural consequences for their actions on the job.
- Provide cognitive behavioral programming for a minimum of 10 weeks to 50 reentry participants who have been selected at random to participate in the treatment group. Cognitive behavioral programming will include a minimum of Moral Reconation Therapy (MRT) two times a week at 2 hours per session.
- The TJs and cognitive behavioral programming for a minimum of 10 weeks for the 30 reentry participants who have been selected at random to participate in the treatment group will amount to a minimum of 28 hours per week per participant.
- Facilitate support services for the 50 reentry participants selected to participate in the treatment group.
- Provide all other support services listed in the accompanying budget worksheet and compensation chart, as amended, to those reentry participants who indicated that they were interested in the IRI grant but were selected at random into the control group. Allowable services will include all services offered by RB, however, such services cannot be invoiced under this contract.

Client Support Services: All client support services must be documented in RENEW. These services include but are not limited to —

- Transportation;
- Transitional Housing;
- Identification;
- Family Reunification;
- Peer Support Classes;
- Clothes and Toiletries;
- Substance Abuse Treatment; and
- Mental Health Treatment.

Data Collection: RB will collect and input all required data in PBC's Reentry Network (RENEW) within 3 business days of service delivery.

Exhibit A2 Page 2 of 3

Evaluations: To ensure programs are achieving desired outcomes and implemented with fidelity, RB must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration, and quality of delivery, participant responsiveness, and program differentiation.

RB must comply with all required reporting and documentation to allow Florida Atlantic University (FAU) to conduct their evaluation. The FAU researcher will be evaluating all data entered in RENEW. In addition, the FAU researcher will also conduct various site visits throughout the grant to interview staff and observe programming.

Programmatic Requirements:

- 1) RB agrees to be bound by and to comply with the requirements of the Department of Justice's special conditions, as outlined in the attached Exhibit C, incorporated herein by reference, and made a part of this Agreement.
- 2) RB agrees to be bound by and to comply with the requirements referenced in the PBC IRI/SMART Reentry Policy and Procedure Guide, as may be amended. The PBC IRI/SMART Reentry Policy and Procedure, as may be amended, is incorporated herein by reference.
- 3) RB agrees to be bound by and to comply with the requirements referenced in the Reentry Network (RENEW) Database User Manual, as may be amended. The RENEW Database User Manual, as may be amended, is incorporated herein by reference.

Non-Compliance: RB will not be compensated for program services and client support services that fails to comply with this Scope of Work.

Exhibit A2 Page 3 of 3

SCHEDULE OF PAYMENTS

The Consultant will prepare and submit monthly invoices to the Public Safety Department by the 22nd of each month. Invoices 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.

BUDGET WORKSHEET

A. PERSONNEL EXPENSES	\$ _
B. OPERATIONAL EXPENSES	\$ 220,854.00
C. CAPITAL EXPENDITURES	\$ _
TOTAL PROJECT BUDGET	\$ 220,854.00

Exhibit $\underline{B3}$ Page 1 of 2

Operational					
Category	Service	Allocated	Requirements		
Contract Services	Urban Farmers is subcontracted to provide the oversight and training of the construction transitional jobs.	\$83,000.00	Must provide direct client services to reentry participants in the treatment group.		
Transitional Job	Randomized participants will obtain employment though Goodwill's retail stores.	\$109,038.00	For reentry participants in the treatment group. Copy of time card, pay stub and sign in sheet for MRT must be submited as back up to the invoice.		
Support Services	Including Transportation, Housing, Identification, Family Reunification, Literacy and GED classes, Peer Support Classes, Clothes and Toiletries, and Substance Abuse and Mental Health Treatmen	\$23,785.00	Must be provided to reentry participants who are selected for the tretment group only . Must include the participant's name provide receipt and proof of payment as sufficient back up to the invoice.		
Background Checks	Background checks will provided for each participant.	\$0.00	Must include reentry participant's name, provide receipt and proof of payment as sufficient back up to the invoice.		
Travel and Mileage	Travel and mileage	\$5,031.00	Mileage accrued by Urban Farmers and any travel on behalf of the IRI/SMART grant as approved by BJA. Must provide travel logs that includes dates traveled, place of origin, place of destination, purpose and miles.		

Exhibit $\underline{B3}$ Page $\underline{2}$ of $\underline{2}$