

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department
Submitted By: Youth Services Department
Submitted For: Residential Treatment & Family Counseling Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Contract for Consulting/Professional Services with Julia Dyckman Andrus Memorial, Inc. (d/b/a ANDRUS Sanctuary Institute) (ANDRUS), for recertification of the Palm Beach County Youth Services Department's (YSD) Highridge Family Center as a trauma informed care provider, as well as certification for all of YSD using the Sanctuary® Model (Model) in the amount of \$123,630, from August 3, 2020, through September 30, 2022; and

B) Budget Transfer of \$58,900 in the General Fund from the Head Start Match reallocation (Unit 1451) to Youth Services Department's Highridge Family Center for new evidence-based/promising programming to Trauma Informed Care (Unit 2900) to fund the cost associated with the Contract.

Summary: In 2016, the Highridge Family Center (Highridge) adopted a trauma-informed standard of care based on prevailing research on the effects of Adverse Childhood Experiences (ACEs) on developing brains. ANDRUS assisted YSD with the implementation of this approach through consultation, training and evaluation. In May 2019, after the three-year process, Highridge became formally certified by the Sanctuary Institute in the Trauma Informed Care Model. This Contract provides for approximately a 2.5 year implementation process to provide trauma-responsive practice throughout all of YSD, and the recertification of Highridge to continue as a trauma informed care provider. Countywide (HH)

Background and Justification: On July 12, 2016, the Board entered into a Contract for Consulting/Professional Services (R2016-0948) with ANDRUS to create an organizational and clinical shift to provide trauma-informed care for youth and families at the Highridge Family Center, with the goal of receiving Trauma Informed Care Model Certification. Highridge is a Monday through Friday, 60-bed residential treatment facility serving Palm Beach County youth between the ages of 11 and 16 and their families. Residential services include family, individual, and group therapies, with a focus on home, school, and peer relations. The Palm Beach County School District Alternative Education Department operates a school on campus.

Attachments:

- 1. Contract for Consulting/Professional Services
- 2. Budget Transfer

Recommended by: [Signature] 6/17/2020
Department Director Date

Approved by: [Signature] 6/30/2020
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$58,900	\$26,490	\$38,240		
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$58,900	\$26,490	\$38,240		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No x
 Does this item include the use of federal funds? Yes _____ No x

Budget Account **Exp No:**
 Fund 0001 Dept 154 Unit 2900 Obj 3140
Rev No:
 Fund _____ Dept _____ Unit _____ Obj _____

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

The fiscal impact associated with this year 1 of this Contract shall be funded by existing 2020 ad valorem funding, which will be transferred from the evidence-based/promising programming unit (Unit 1451). Years 2 and 3 will be included in proposed budget request to be funded from the evidence-based/promising programming unit (Unit 1451).

Departmental Fiscal Review: *Cherene Deane*

III. REVIEW COMMENTS

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

[Signature] 6/18/2020
 OFMB 6/17

[Signature] 6/29/2020
 Contract Development & Control

B. Legal Sufficiency:

Helene C. Hinz 6/30/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ 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 Julia Dyckman Andrus Memorial, Inc. (d/b/a ANDRUS Sanctuary Institute), a New York domestic not-for-profit corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 132793295.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for certification of Youth Services Department and recertification of Highridge Family Center as a trauma informed care provider, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Twila D. Taylor, PsyD, Director of Residential Treatment & Family Counseling (telephone no. 561-625-2540).

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Keisha N. Oxford, Business & Operations Director (telephone no. 914-965-3700, Ext. 1203).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on August 3, 2020, and complete all services by September 30, 2022.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses (specified in paragraph C below) shall not exceed a total Contract amount of ONE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED THIRTY Dollars (\$123,630). The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed NINETEEN THOUSAND FOUR HUNDRED NINETY Dollars (\$19,490), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. The CONSULTANT is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5th of each fiscal year. Any amounts not submitted by October 15th, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.
- F. In order to do business with Palm Beach County, the CONSULTANT is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the CONSULTANT intends to use sub-consultants, the CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 consultants. 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 CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the

terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, upon thirty (30) days' written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

All of the CONSULTANT'S personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CONSULTANT shall not subcontract any portion of this Contract.

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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

The CONSULTANT shall, at its sole expense maintain in full force and effect at all times during the term of this Contract, at least the insurance coverage and minimum limits (including endorsements), as described herein. The CONSULTANT shall agree to provide the COUNTY with at least ten (10) days' prior notice of any cancellation, non-renewal or material change to the insurance coverage. Failure to maintain the required insurance shall be a basis for termination of this Contract. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Contract. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability** – The CONSULTANT shall maintain Commercial General Liability insurance at a limit of not less than **\$500,000** each occurrence. Policy shall not contain any endorsement(s) limiting or excluding coverage for Contractual Liability, or Cross Liability.
- B. **Business Automobile Liability** – The CONSULTANT 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 CONSULTANT does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT 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.
- C. **Workers' Compensation Insurance & Employers Liability** – The CONSULTANT shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes.
- D. **Professional Liability** – The CONSULTANT 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**, the COUNTY reserves the right, but not the obligation, to review and request a copy of the CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the CONSULTANT 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 term of this Contract, the CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years.

- E. **Additional Insured** – The CONSULTANT 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.”
- F. **Waiver of Subrogation** – The CONSULTANT 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 to the policy, then the CONSULTANT 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 specifically prohibits such an endorsement, or which voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance** – Prior to execution of this Contract or within forty-eight (48) hours of a request by the COUNTY, and at least five (5) days prior to the expiration of any required coverage, the CONSULTANT shall provide to the below address a signed Certificate(s) of Insurance evidencing that all of the insurance coverage required by this Contract are in full force and effect. Said Certificate(s) of Insurance shall include a project description, and, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage. The **Certificate Holder** shall read:
- Palm Beach County Board of County Commissioners
c/o Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415
- H. **Umbrella or Excess Liability** – If necessary, the CONSULTANT may satisfy the minimum limits required above for 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.
- I. **Right to Review** – The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. The 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 CONSULTANT shall protect, defend, reimburse, indemnify and hold the 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 CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 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 CONSULTANT, 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, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 – NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 Section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

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

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., Sixth Floor
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Julia Dyckman Andrus Memorial, Inc.
d/b/a ANDRUS Sanctuary Institute
Attn: Aaron James, Faculty Consultant
1156 North Broadway
Yonkers, NY 10701

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Sections 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The

CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. The COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Sections 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated the CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT 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 CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in Section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in Section 287.135, by entering into this Contract or performing any work in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be

imposed, pursuant to Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of this Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of this Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL

33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The CONSULTANT shall execute the Contract by manual means only, unless the COUNTY provides otherwise.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Youth Services Department

CONSULTANT:

WITNESS:

Julia Dyckman Andrus Memorial, Inc.
d/b/a ANDRUS Sanctuary Institute
Company Name

[Signature]
Signature

[Signature]
Signature

Tito Del Pilar
Name (type or print)

Charles Berolo
Typed Name

VP & CFO
Title

(corp. seal)

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: /s/Helene C. Hvizd
County Attorney

EXHIBIT A

SCOPE OF WORK

SUMMARY:

The Sanctuary® Model is a blueprint for clinical and organizational change which, at its core, promotes safety and recovery from adversity through the active creation of a trauma-responsive community. A recognition that trauma is pervasive in the experience of human beings forms the basis for the Sanctuary Model's focus not only on the people who seek services, but equally on the people and systems who provide those services.

The Sanctuary Model originated in the Philadelphia area in the early 1980s, created by Dr. Sandra Bloom and her colleagues. In partnership with Dr. Bloom, ANDRUS has adapted the Sanctuary Model for use in a wide range of human service programs across the U.S. and abroad. The Sanctuary Model is comprised of four pillars:

1. A theoretical basis in trauma theory that provides a lens for understanding behavior
2. A philosophy for creating safe environments through community adherence to Seven Commitments
3. The trauma-responsive problem solving framework represented by the acronym S.E.L.F., which stands for the four categories Safety, Emotions, Loss, and Future
4. A set of practical tools, known as the Sanctuary Tool Kit

When an organization makes the commitment to implement Sanctuary, trains its staff in the theoretical and philosophical underpinnings, embraces the language of S.E.L.F., and uses the Sanctuary tools, its members can expect to see improved outcomes for clients, improved staff retention and satisfaction, and decreased violence. While many models address the individual and group treatment needs of vulnerable clients, Sanctuary is unique in that it instructs leaders and community members not only in providing service to their clients, but also in creating safer, better- functioning organizations.

Project Description:

The proposed Sanctuary Implementation project will provide trauma-responsive practice across all program operations using an approximately 2.5 year roll out process which will build internal capacity and increase sustainability of practice.

Sanctuary Implementation

This process is estimated to take approximately 2.5 years of direct support from the Sanctuary Institute:

- The first fourteen months will focus on engagement of staff through training in trauma-responsive tools and building organizational culture.
- The remaining months will focus using a set of Standards for Certification as guideposts for embedding a trauma responsive culture, and expanding the tools available for staff, youth and families, and include self-evaluation of Sanctuary practice with fidelity followed by a formal external evaluation by peer reviewers from other practicing organizations.

Objectives:

- Provide a shared knowledge and practice base for all Palm Beach County Youth Services Department staff, leadership and stakeholders.
- Increased capacity to provide trauma-responsive services to adults, youth and families being served.
- Instill a trauma-responsive culture that serves as a foundation for operations at every layer of the organization that will support positive organizational and clinical outcomes such as

the following:

- o Lower than average staff turnover
- o Higher productivity of staff through motivation, engagement and satisfaction
- o Strong assessment of trauma leading to more targeted client intervention or treatment
- o Minimal untoward incidents or restraints
- o Trauma symptom reduction in clients
- o Minimal hospitalizations of clients

Proposed Services:

Implementation Roll Out

Through our experience and expertise, the Sanctuary Institute recognizes the importance of incorporating existing practices that are effective and represent strengths on which to build as well as assessing challenges and potential obstacles to implementing Sanctuary. To assess strengths, challenges and needs, one faculty member will spend two days evaluating the current practices at each site, through interviews with its staff and leaders, as well as the clients they serve.

Step 1: Conduct a Four Pillar Needs Assessment

- Length of session - 1 day, report to follow within 30 days
- Participant criteria - managers, leaders, direct and indirect service providers, clients/constituents and stakeholders
- Content - observations and interviews will be employed to elicit information from the individuals or small groups to respond to questions about intended organizational culture and practice to support it.
- Facilitators - 1 Sanctuary Institute faculty

Step 2: Conduct a three-day Sanctuary Leadership training for leadership and other selected staff.

- Three Sanctuary Institute Faculty members will present a three-day training for up to 45 participants from Palm Beach County Youth Services Department.
- This rigorous curriculum will integrate the critical components of Sanctuary's organizational framework by concentrating on leadership development and organizational alignment.
 - o *Format and method of training:*
 - Didactic delivery of Sanctuary Model concepts
 - Instruction on implementation steps
 - Small group discussion to apply concepts to practice
 - Daily practice of Sanctuary tools
 - Experiential learning activities
 - o *Training Content:* The training will include both conceptual components as well as practical tools. All content will enhance skills and knowledge of the Sanctuary practices outlined in the Sanctuary Certification Standards, including:
 - Applying trauma theory to clients, organizations and systems under stress
 - Aligning organizational practices with the Seven Sanctuary Commitments
 - Integrating the S.E.L.F. (safety, emotions, loss and future) framework as an organizing language
 - Practicing and implementing the Sanctuary tool kit

Step 3: Provide ten days on-Site consultation and ten phone or video calls over approximately 2.5 years to provide implementation consultation with both leaders and staff.

- This consultation will take the form of technical assistance, guidance and monitoring of fidelity to the steps in the Sanctuary Implementation Guide, support in creating comfort for leaders and staff in training new staff in using and sustaining the model.
- The phone consultation will in part focus on each site's efforts and progress to make change within their individual organizations as well as in their interactions with each other and the organizational community at large.
- Conversations during these phone sessions will be guided by a Sanctuary Institute faculty member who will provide technical assistance and support as well as help sites recognize and achieve specific milestones with regard to the tools and integration of the concepts of Sanctuary into their practice.

Step 4: Build internal capacity and sustainability through a Train the Trainer program

- Ten staff will be selected to become internal trainers for the organization.
- These staff will complete a three-day intensive training program which will grant them approval to provide orientation training in Sanctuary to new staff as well as ongoing booster trainings for existing staff within the organization.

Step 5: Complete Certification

The Sanctuary Certification process reflects the commitment of the Sanctuary Institute to maintain and monitor fidelity of the practice of the Sanctuary model for organizations which have implemented it.

The certification evaluation is a collaborative exercise in social learning in which one Sanctuary Institute faculty member and one peer reviewer observe program functions, interview staff and clients and review documentation to evaluate fidelity of practice. This review process is conducted by two evaluators, uses a strength-based approach to evaluation, upholds a high standard of rigor, and attempts to engage the organization in a constructive partnership to achieve success.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in **Exhibit "A"** consists of specific completion steps which shall be clearly identified upon submission to the COUNTY of certain "deliverables"* as expressly indicated below and in the Scope of Work. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Phase 1 - August 2020 to September 2020

Phase 1 - Services/Deliverables*	Estimated Completion**	Number of Services	Unit Cost	Total Service Cost
Four Pillar Needs Assessment (1 day)	Aug	1	\$5,800	\$5,800
Three Day Sanctuary Training (up to 45 participants)	Aug	1	\$28,440	\$28,440
Phone Consultation	Aug Sept	4	\$360	\$1,440
Implementation guide/ workbook	Aug	25	\$150	\$3,750
Internal Train the Trainer (3 days)	Sept	1	\$8,300	\$8,300
Staff Training Manuals (electronic)	Sept	1	\$1,000	\$1,000
Support Material (posters/ safety plans)	Sept	1	\$600	\$600
Psychoeducation Manuals	Sept	15	\$150	\$2,250
Year 1 Travel Expense***	Sept			\$7,320
				\$58,900

Phase 2 – October 2020 to September 2021

Phase 2 - Services/Deliverables*	Estimated Completion**	Number of Services	Unit Cost	Total Service Cost
On-site Consultation – On-site visits can be schedule for consecutive days to reduce travel cost.	Dec March June Sept	6 days	\$3,300	19,800
Phone Consultation	Nov Feb May July	4	\$360	\$1,440
Post Certification Call - Palm Beach County Youth Services - Highridge Family Center	April	1	\$0	\$0
Post Certification Visit - Palm Beach County Youth Services - Highridge Family Center	June	1	\$0	\$0
Year 2 Travel Expense* * *	Sept			5,250
				\$26,490

Phase 3 – October 2021 to September 2022

Phase 3 - Services/Deliverables*	Estimated Completion**	Number of Services	Unit Cost	Total Service Cost
On-site Consultation – On-site visits can be schedule for consecutive days to reduce travel cost.	Dec March	4 days	\$3,300	\$13,200
Phone Consultation	Oct Feb	2	\$360	\$720
Certification Youth Services/Re-certification Highridge (3 days)	April	1	\$17,400	\$17,400
Post-Certification Call - Palm Beach County Youth Services – Highridge Family Center	Feb	1	\$0	\$0
Post-Certification Visit - Palm Beach County Youth Services – Highridge Family Center	March	1	\$0	\$0
Phase 3 Travel Expense* * *	April			\$6,920
				\$38,240

**Phase 3 – October 2021 to September 2022
Post Certification**

<i>*Certification/Post Certification Program for continued training and support to agencies certified in the Sanctuary Model. Post Certification commences the year following certification/re-certification. This program is exclusive of travel expenses.</i>		
*Certification & Re-Certification every 3 years	\$17,400	An annual On-Site after Year 1 and Year 2 of Certification.
Annual On-Site Consultation	include	An annual On-Site after Year 1 and Year 2 of Certification.
Phone Consultation	include	Two one-hour phone consultation with agency leadership, individuals, or Core Team members
Network Days Registration	discount rate	Early Bird discount for any conference attendees from your certified site.

TRAVEL RELATED EXPENSE*: \$19,490**

TOTAL CONTRACT AMOUNT: \$123,630

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

**Estimated Completion is the anticipated date of completion; however, claims will be based on quantities and unit cost within the contract year beginning August 2020 to September 2022.

*** All travel will be in accordance with County policy and Florida Statutes. Overall travel budget: up to \$19,490

2020-

BGEX 150 0616200000000001535

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/16/2020	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	233,054	120,868	0	58,900	61,968	0	61,968
0001-154-2900-3140 Consultant Services	0	0	58,900	0	58,900	0	58,900
TOTALS			58,900	58,900			

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF 07/14/2020

YOUTH SERVICES DEPARTMENT
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Michelle Dixon

Deputy Clerk to the
Board of County Commissioners