

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

Meeting Date: January 12, 2021 Consent Regular
 Ordinance Public Hearing

Department: Criminal Justice Commission
Submitted For: Criminal Justice Commission

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a contract for the provision of services with The Lord’s Place, Inc. for the period retroactive to October 1, 2020 through September 30, 2021 in an amount not to exceed \$272,350 to continue the PalmFUSE (Frequent Users Systems Engagement) Program as part of the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge;
- B) **receive and file** a no cost time extension authorization reflecting an extension of the Safety and Justice Challenge grant (R 2017-1709) to September 30, 2021;
- C) **receive and file** a no cost time extension authorization reflecting an extension of the supplemental Safety and Justice Challenge grant (R 2019-0452) to September 30, 2021; and
- D) **authorize** the County Administrator or designee to execute any amendments relating to The Lord’s Place contract on behalf of the Board of County Commissioners after approval of legal sufficiency by the County Attorney’s Office, and within budget allocations.

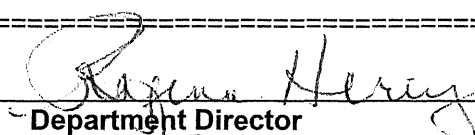
Summary: Palm Beach County was awarded \$2,000,000 from the John D. and Catherine T. MacArthur Foundation (Foundation) on October 2, 2017 for two years as an implementation site in the Foundation’s Safety and Justice Challenge. The Foundation granted an initial extension until September 30, 2020 (R 2020-0485). The Foundation awarded Palm Beach County a \$75,000 supplemental grant on December 20, 2018. The Foundation agreed to an extension of both grants until September 30, 2021. The implementation grant will fund the \$272,350 for housing and case management services. PalmFUSE is one of the strategies developed to reduce jail population by identifying individuals admitted to the jail three or more times in two years who also access homeless and behavioral health services in the County. These individuals are the highest utilizers of services in these systems with repeated assessments, use of jail beds, and medical and behavioral health crisis services, resulting in high costs from the cycling through these systems with no clear path for ending their cycles. From December 2018 through February 2020, Palm Beach County had 117 individuals admitted to the jail three times or more who also accessed homeless and behavioral health services within the County. These individuals used 6,412 jail bed days costing \$865,620 (bed days x \$135 per day). PalmFUSE seeks to stabilize such individuals in rapid rehousing with wrap-around services. Funds will be used for housing and case management services. The CJC contracted with The Lord’s Place Inc. and Gulfstream Goodwill Industries from July 2, 2019 through September 30, 2020 in the amount of \$313,257 to implement the PalmFUSE pilot program (R 2019-0972; R 2019-0973) which successfully housed twelve previously homeless individuals.

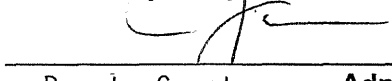
No County matching funds are required. Countywide (JW)

Background and Justification: Palm Beach County was awarded \$2,000,000 from the John D. and Catherine T. MacArthur Foundation’s Safety and Justice Challenge (SJC) Grant Program on October 2, 2017 to be a core site. The grant continued Palm Beach County’s participation in the SJC network of twenty-eight national sites for criminal justice reform work which was initiated in 2015. The CJC and the Community Services Department (CSD) created a cross-departmental partnership to serve frequent utilizers who are homeless and face behavioral health challenges. It leverages departmental resources to address three of the County Commission’s priority areas of homelessness, substance use and mental health disorders, and public safety. Additional renewal funding was awarded in December 2019 for the period of January 1, 2020 through December 31, 2021.

Attachments:

- 1) Contract with The Lord’s Place, Inc.
- 2) Extension Authorization
- 3) Supplemental Extension Authorization

Recommended by:  12/10/20
 Department Director Date

Approved by:  1/7/21
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$272,350	_____	_____	_____	_____
External Revenues	(\$272,350)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	\$0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account Exp No: Fund 1512 Department 762 Unit 7714 Object 3401
 Rev No: Fund 1512 Department 762 Unit 7714 RevSc 6694

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

Departmental Fiscal Review: _____
 Digitally signed by
 Marianela Diaz
 Date: 2020.11.05 13:21:
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III. REVIEW COMMENTS

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

Relegn [Signature] 12/11/2020
 OFMB AP 12/11
[Signature] 12/18/2020
 Contract Administration
 12-18-20 TW

B. Legal Sufficiency:

Jean-Adel Williams
 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 THE LORD'S PLACE, INC., a not-for-profit authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-2240502.

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 in the area of housing and case management services, 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 Bert Winkler, telephone no. 561-355-1617.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Diana Stanley, telephone no. 561-494-0125.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 01, 2020 and complete all services by September 30, 2021.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Hundred Seventy-Two Thousand Three Hundred Fifty Dollars (\$272,350). 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. 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.

- D. In order to do business with Palm Beach County, CONSULTANTS are 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 CONSULTANT intends to use sub-consultants, 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. 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 cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business 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 herein under 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 (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

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

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** 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 CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing 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. CONSULTANT shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

- E. **Professional Liability** 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**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, 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 life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

Additional Insured 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." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** 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 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County Criminal Justice Commission
c/o Bert Winkler, Manager of Criminal Justice Programs
301 North Olive Avenue, Suite 1001
West Palm Beach FL 33401
- H. **Umbrella or Excess Liability** If necessary, 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** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of 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 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 judgement 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, judgement, 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 four (4) 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, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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. 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 F.S. 287.132-133, 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 F.S. 287.133(3)(a).

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 Criminal Justice Commission
c/o Bert Winkler, Manager, Criminal Justice Programs
301 North Olive Avenue, Suite 1001
West Palm Beach FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Diana Stanley
2808 N. Australian Avenue
West Palm Beach, FL 33407

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, Section 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 Resolution R-2003-1274, 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 Resolution R2003-1274, as amended. 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 Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated 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. 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 F.S. 287.135, 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 F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, 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 With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 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 F.S. 287.135. 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, F.S., if the

Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., 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 the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the 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 the 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 the 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, F.S., 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. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT’s subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONSULTANT’s subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

(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.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

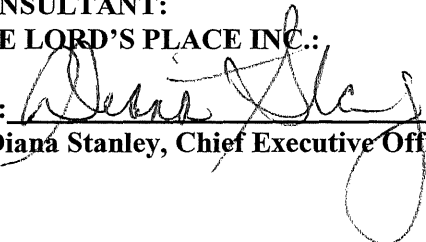
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

WITNESS:

Signature

CONSULTANT:
THE LORD'S PLACE INC.:
By: 
Diana Stanley, Chief Executive Officer

Name (type or print)

Signature

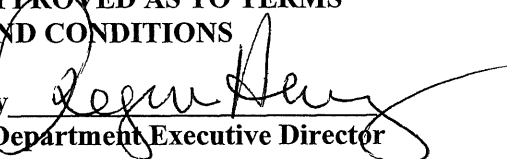
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Executive Director

SCOPE OF WORK

Agency Name: The Lord's Place, Inc.

Program Name: PalmFUSE

Location: All of Palm Beach County

Target Population: PalmFUSE (Frequent Users Systems Engagement)

BACKGROUND:

The MacArthur Foundation Safety and Justice Challenge (SJC) core site grant was awarded to the CJC beginning October 1, 2017 and ending September 30, 2020. Palm Beach County was one of twenty sites selected from across the country to participate in the Challenge with an award of \$2,000,000. An additional \$1,400,000.00 in renewal funding was awarded in December 2019 through December 31, 2021 for the CJC to continue its work.

The goal of this competitive grant project is to reduce local jail populations without compromising public safety and to address racial and ethnic disparities within those populations. The CJC's SJC Core Team developed several strategies with this goal in mind. One of the strategies is centered around individuals identified as frequent utilizers. The Palm Beach County Frequent Users Systems Engagement (PalmFUSE) initiative is a multiple systems approach to housing unsheltered community members who have high rates of criminal justice contact, homeless service utilization, and admission to detox and crisis stabilization services. PalmFUSE clients will be identified by matching data from the jail on admissions, the County's Client Management Information System (CMIS), and the Southeast Florida Behavioral Health Network (SEFBHN). Criteria for participants includes three (3) or more jail bookings in the last two (2) years, at least one (1) episode of homelessness documented in CMIS in the last year, and at least one (1) contact with SEFBHN in the last two (2) years.

OVERVIEW:

PalmFUSE helps communities to break the cycle of homelessness and crisis among individuals with complex behavioral health challenges who are the highest users of emergency rooms, jails, shelters, clinics and other costly crisis service systems.

The CONSULTANT will provide an appropriate housing option such as Permanent Supportive Housing or Rapid Rehousing and case management services to homeless individuals identified by PalmFUSE. The CONSULTANT will be responsible for ensuring clients rent and utilities are paid for the term of this contract. For those clients with income, they will pay no more than 30% of their adjusted gross income per month towards their rental expenses. For these clients, the CONSULTANT will provide the difference between the client's contribution and the cost of the unit. The CONSULTANT will link clients as appropriate to mainstream benefits, behavioral health services, life skills classes, supported employment, job training opportunities, budgeting classes and savings programs as needed. As appropriate, the CONSULTANT will link clients with a SOAR advocate to assist in applying for Social Security benefits. The CONSULTANT will be required to share information with the CJC including client name, entry and end dates in the program, services linked to, and program status through the Client Management Information System (CMIS) and

monthly reports. CONSULTANT shall enter all potential participants into CMIS. The CONSULTANT will be required to complete Exhibit “E” the Program Consent Form with the client and return to CJC staff upon client entering into housing.

CONSULTANT will serve a minimum of 13 unduplicated individuals.

The Consultant may choose an appropriate housing type, but must serve a minimum of 13 unduplicated individuals:

1. Zero bedroom units
2. One Bedroom units
3. Two bedroom units-shared housing 2 person

GOALS AND OUTCOMES:

- 80% of the clients served will decrease their number of jail bookings as documented pre/post enrollment.
- 80% of the clients served will increase their housing stability by remaining housed 12-months post enrollment.
- 60% of the clients served will decrease the number of Crisis Stabilization Unit (CSU) admissions as documented pre/post enrollment.
- 70% of the clients served will decrease the number of emergency room visits as documented pre/post enrollment.
- 60% of the clients served will have access to benefits for which they may be eligible including Food Stamps, Healthcare District, Market Place Insurance, Social Security Income (SSI), Social Security Disability Income (SSDI) Access and Recovery (SOAR), and Veteran’s Administration (VA) benefits.
- 55% of the clients served will have a non-emergency source of behavioral health services.
- 80% of the clients served will have a primary non-emergency source of medical care.

REQUIRED SERVICES WILL INCLUDE:

1. Locate and engage identified PalmFUSE potential clients utilizing a process of outreach (looking for individuals where they are living outside in the community) and in-reach (looking for individuals in jails, homeless shelters and hospitals);
2. Provide consistent outreach to potential clients who have proved challenging to engage. Build rapport and trust with the client to encourage them to consider permanent housing options;
3. Assist with document acquisition/retrieval, such as chronicity, identification, birth certificate, income verification, housing status documentation, disability certification, etc.;

4. The pilot program will incorporate a “Housing First” strategy. Case management will focus on helping the client identify, obtain and retain housing;
5. Identify benefits for which clients may be eligible, including, but not limited to Food Stamps, Healthcare District, Market Place Insurance, Social Security Income (SSI), Social Security Disability Income (SSDI) Access and Recovery (SOAR), and Veteran’s Administration (VA) benefits;
6. Ensure that existing resources for supportive housing are being used efficiently and effectively, and support the allocation of new resources;
7. Assist with system navigation and linkages to physical health, behavioral health, specialty care, social services, and accompany client to appointments as needed;
8. Monitor and follow-up with individuals and service providers to confirm timely completion of referrals and linkages, access to services, and maintenance of services;
9. Effectively coordinate with key partners for services clients have voluntarily agreed to on issues resulting from substance use, mental health and other crises, with a focus on fostering housing stability;
10. Collaborate with CJC staff by documenting client progress in CMIS, providing monthly reports and continually working to improve the program.
11. The CONSULTANT will collaborate with PalmFUSE research partners who will be evaluating the program. The School of Criminology and Criminal Justice of Florida Atlantic University (FAU) will conduct an evaluation of PalmFUSE. FAU researchers will provide a process evaluation, an outcome evaluation and a cost-benefit analysis (to determine cost savings to public systems). Part of the evaluation will consist of interviews with PalmFUSE clients and staff.

STAFFING QUALIFICATIONS, EXPERIENCE, AND KNOWLEDGE (1.5 FTE):

Case Managers working with PalmFUSE clients must meet the following requirements:

- A bachelor’s degree with experience in human services related work. Required knowledge of principles and methods of working with behavioral health and dually diagnosed populations;
- Trauma Informed Care and Motivational Interviewing training completed within one year of hire;
- Required knowledge of SSI/SSDI Outreach, Access, and Recovery (SOAR) process;
- Experience in conducting face-to-face interviews with homeless individuals of diverse backgrounds and disabilities, including physical, mental, substance abuse, HIV/AIDS, etc., and the ability to develop rapport, provide information, and refer with sensitivity to cultural issues;
- Demonstrated experience in identifying and coordinating existing services in the community

- for individuals experiencing homelessness; and
- Required knowledge of principles, methods and procedures of case management and the Housing First model.

Peer Specialists working with PalmFUSE clients must meet the following requirements:

- Have a minimum of two years of lived experience;
- Must be in recovery for at least one year;
- Interact with, teach and encourage individuals living with mental illness/behavioral health struggles by sharing their lived experience;
- Promote problem-solving and decision-making skill development, life/social skill development, independent living skills, employment skills, and functional community skill training;
- Peer Specialist Certification or ability to obtain certification from Florida Certification Board in the future;
- Act as an advocate for individuals and their families, as appropriate, as well as encourage and support self-advocacy;
- Develop individualized strategies for reducing the negative consequences of not understanding one's illness and the importance of taking medication, as appropriate;
- Provide outreach, intervention and referral services through the distribution of materials, information, education, linkage to community services and prevention messages in individual and/or group settings;
- Promote recovery and resilience by sharing their own story and being a role model helping to promote hope, skill development, strength, stability and safety;
- Document program participant sessions, time sheets, reports and other documentation as required by CONSULTANT and COUNTY; and
- Work with individuals in 1:1 session in home, office and community settings.

EXHIBIT "B"

BUDGET AND SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of providing Rapid Rehousing and case management services. CONSULTANT will use Exhibit "C" and Exhibit "D" to complete monthly invoices and attach records that prove expenses, such as time sheets, canceled checks, receipts, activity logs and lease agreements. CONSULTANT shall notify the COUNTY's representative of any returned housing deposits. Compensation shall be in accordance with the following "Budget" and "Schedule of Payments":

BUDGET

A total of \$272,350 shall be allocated from the MacArthur Foundation Safety and Justice Challenge Grant for this project.

\$78,000 of this total shall be allocated for salary and benefits to staff positions. (1.5 FTE).

\$145,600 of this total shall be allocated for housing and utilities (monthly rent, first, last, security deposits and all utilities).

\$9,750 of this total shall be allocated for client support items (food, client medications, client IDs, client incidentals, transportation and other client costs).

\$19,500 of this total shall be allocated for household items (furniture, glassware, pots & pans, flatware, dishes, household supplies).

\$19,500 of this total shall be allocated for indirect/administrative costs up to 7.2% of total monthly utilization (supervision, program administrative, and evaluation).

TERM: Contract execution through September 30, 2021

SCHEDULE OF PAYMENTS

Payments to CONSULTANT will be made on a monthly basis. CONSULTANT will send an invoice to the County's Representative by the 5th of the month following the end of each month through the term of the contract. CONSULTANT will use Exhibit "C" and Exhibit "D" to complete monthly invoices and attach records that document all requested expense reimbursements, including, but not limited to, time sheets, activity logs, canceled checks, receipts and lease agreements.

Invoice # _____

**Monthly Allocation Worksheet
Palm Beach County Criminal Justice Commission**

Reimbursement Month and Year:

Agency Name:

Contract Year:

Service Dates:

Budget Line Item	Contract Amount	Current Month Utilization	Contract Balance
Housing & Utilities	\$145,600		
Household Items	\$ 19,500		
Salary & Benefits	\$ 78,000		
Client Support Items	\$ 9,750		
Administrative	\$ 19,500		
TOTAL	\$272,350		

Current Request Total: \$ _____

Number of new clients housed during reporting period: _____

Number of total clients housed: _____

Number of client engagements during reporting period: _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

Date

EXHIBIT "D"

**Monthly Client Demographics Worksheet
Palm Beach County Criminal Justice Commission**

Reimbursement Month and Year:

Client Name	Enrollment Date	DOB	Race	Ethnicity	Gender	Income	Employment Status

Authorized Signature

Date

PROGRAM CONSENT FORM

1) Title of Program: The Palm Frequent User Systems Engagement (PalmFUSE)

2) Staff: Bert Winkler, Manager, Criminal Justice Program,
Jacqueline Jackson, PalmFUSE Program Coordinator

3) Purpose: The Palm Beach County Criminal Justice Commission (CJC), has been chosen as a partner site in the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge. The goal of this grant is to reduce local jail populations without compromising public safety and to address racial and ethnic disparities within those populations. Palm Beach County will continue to pilot the PalmFUSE program inviting 13 additional individuals to participate.

The purpose of this program is to break the cycle of homelessness and crisis among individuals with complex medical and behavioral health challenges who are the highest users of emergency rooms, jails, shelters, clinics and other costly crisis services. The Frequent User Systems Engagement (FUSE) is a proven model identifying frequent users of jails, shelters, hospitals and/or other crisis public services and then improving their lives through supportive housing.

Supportive housing is an evidence-based solution that leads to better health and other good outcomes for people homeless and disabled. Tenants are provided affordable housing with wraparound support services, which stabilizes their lives and significantly reduces returns to jail and homelessness, reliance on emergency health services, and improves overall quality of life.

You are being invited to take part in the PalmFUSE Program. The process by which you learn about the project and make your decision about whether to participate is called *informed consent*. If you decide to participate in the program, you will sign this form.

You will be asked to take part in the PalmFUSE research project as part of the program. The goal is to look at the impact of the PalmFUSE program on people who participate in the program. The study will focus on your life before, during, and after participating in PalmFUSE.

4) Procedures:

- A. If you are interested in participating in the PalmFUSE Program, you will be asked to sign this PalmFUSE program consent form. Your case manager will forward the signed consent to CJC staff.
- B. The purpose and need of the referral form is to allow The Lord's Place and staff to coordinate by sending your name and date of birth to the CJC staff.
- C. Once your consent has been given this will allow CJC staff to make contact. In addition, you will be contacted by the researchers who will discuss the research part of the program in more detail and answer any questions you may have.

D. You do not have to take part in this program. If you do not take part in this program, you will still be able to receive services. If you agree to take part in this program, you can withdraw at any time. You can withdraw consent anytime.

5) Risks: The answers you provide in the interview will only be viewed by Dr. Atkin-Plunk, Dr. Fallik, and the research team of Florida Atlantic University (FAU). The program staff will NOT be given access to the information you provide to the research team. You may also skip any individual questions that you do not feel comfortable answering. There is a possibility that some data might be disclosed pursuant to Florida public records laws.

6) Benefits/Incentives: Although you might not directly benefit from the research, the PalmFUSE program may benefit from the results of the study. If we find out how PalmFUSE is helping or hurting you, we can recommend adjustments to PalmFUSE, as necessary. Also, if we learn how to better help people struggling with homelessness and other problems, this can help others across the nation.

Data is also used to develop a new shared definition of success that takes into account both human and public costs, and where the focus is on avoiding institutions altogether, as opposed to simply discharging clients from one system to another. As an incentive for your time and participation you will be offered a \$25 Walmart gift card at the end of the interview.

7) Data Collection & Storage: Information collected about you will be used by the people working on the research study. For the purpose of the program the researchers will provide PalmFUSE/CJC staff with aggregated data. Aggregated data meaning your identity will not be revealed.

8) Contact Information:

If you have any questions about the program, you may call or email: Jacqueline Jackson, PalmFUSE Program Coordinator at (561) 355-3396 or JJackson4@pbcgov.org; Bert Winkler, CJC Manager of Criminal Justice Programs at (561) 355-1617 or BWinkler@pbcgov.org.

9) General Consent Statement:

- I have read or had read to me the consent form.
- I am 18 years of age or older and freely consent to participate.
- I understand that I am free to withdraw from the program at any time.
- I understand that I am free to withdraw consent at any time.
- I have received a copy of this consent form

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Printed Name of Staff Witness: _____


Signature of Witness: _____ Date: _____



Memorandum

DATE: September 28, 2020

TO: Laurie Garduque, Director of Criminal Justice
John D. and Catherine T. MacArthur Foundation

FROM: Regenia Herring, Executive Director 
Palm Beach County Criminal Justice Commission

RE: Palm Beach County Safety and Justice Challenge Funding

In October 2017 Palm Beach County was awarded \$2 million in implementation funding for its participation in the Safety and Justice Challenge. In April 2019 a one year no-cost extension was approved by the Foundation, extending the grant term from September 30, 2019 to September 30, 2020. Palm Beach County is requesting a second one year no-cost extension which would extend the grant term to September 30, 2021. The reason for this request is to provide the opportunity to spend unused funds on furthering our strategies.

There are several reasons that explain why some funds have yet to be expended. They are set forth below in bullet points.

- COVID-19 has caused a delay in expenditure of funds. For the past six months (beginning in March 2020), judges have not been requiring drug tests for defendants as a condition of release. This has significantly reduced the expenditures for drug testing and bus passes for pretrial clients. We also initially overestimated the number of defendants who would be placed on supervised release once our pretrial risk assessment instrument was implemented.
- COVID-19 has also prevented Palm Beach County from expending remaining funds for community engagement events, including funding for speakers, meeting spaces, and food.
- Although 670 individuals, including system stakeholders and community members, attended implicit bias training in 2019, COVID-19 has prevented us from continuing that training so far in 2020.
- Due to the cancellation of many court dates as a response to COVID-19, the Court Date Reminder System was suspended from mid-March to June 1, 2020, when it resumed operations.
- Funding for travel to Safety and Justice Challenge network meetings was unused as the May 2020 in-person meeting was cancelled.

Attachment # 24
Page 1 of 4

- Some FUSE funding remains unused for two reasons. First, the planning for and implementation of the project took longer than anticipated due to the complexity of the project. This was the first effort made by Palm Beach County to establish a program of this type. Second, the capacity of the vendors who provided housing and case management for the FUSE participants was initially limited. However, a new contract is now being prepared which will more than double the size of the project.
- Some unused funds for Public Defender client treatment resources remain as the Public Defender initially anticipated more clients would be in need of these resources. The resources are being utilized on a regular basis, however.
- There was a delay in staffing the Public Defender client navigator position as agency hiring procedures needed to be followed.
- The FSU validation study of the risk assessment instrument took longer than anticipated due to issues obtaining reliable data.
- There was an initial delay in hiring the pretrial services counselor positions as county government hiring procedures had to be followed. After the positions were staffed, one of the individuals resigned which caused an additional delay as that the hiring process had to be reinitiated.
- Criminal history checks have been requested from the Florida Department of Law Enforcement, but we have yet to receive an invoice.
- The data enhancements funding has been partially used. The unused funds will be used during the next few months to upgrade the Criminal Justice Commission's data capacity and obtain the Statistical Package for Social Services (SPSS) program for additional staff. This had not been done previously due to the large amount of other data research and reporting required by staff for the Safety and Justice Challenge.
- Further development of the Data Dashboard had to wait until complex data classification and reporting issues with the local jail were resolved. The intent is to proceed with a robust data dashboard utilizing the Tableau system and incorporating racial and ethnic data.

As a result of these setbacks, we are requesting a one-year no cost extension. Given we are days away from the end of this grant, we are in need of an immediate decision. Your continued support and understanding is appreciated.

Attachment # 2
Page 2 of 4

Palm Beach County Safety and Justice Challenge	
<p>The CJC is requesting a total one-year No Cost Extension totaling the project cost of \$755,436.89 for the period 10/01/2020-09/30/2021.</p>	
<p>Personnel \$189,447.06</p>	<p>Pretrial Services Counselor x 1 (\$56,196.05) – This request will cover the annual salary and benefits for a pretrial counselor to handle the additional work associated with the pretrial supervision process.</p> <p>Pretrial Services Interviewer x 1 (\$0.11) - This request will cover the annual salary and benefits for a pretrial interviewer. This position has been eliminated.</p> <p>Pretrial Counselor Supervision x 1 (\$54,727.22) - This request will cover the annual salary and benefits for a pretrial interviewer.</p> <p>Senior Criminal Justice Analyst x 1 (\$3,782.98) – This request will cover the annual salary and benefits of a senior criminal justice analyst position within the CJC offices to lead the strategy on racial and ethnic disparities.</p> <p>Public Defender Client Navigator x 1 (\$43,351.42) – This request will cover the annual salary and benefits of a Client Navigator within the Public Defender’s Office to identify and work with appropriate defendants for case processing and pretrial release from jail.</p> <p>*State Attorney Public Safety Specialist x 1 (\$31,389.28) – This position researched older violation of probation warrants and facilitated their dismissal. This position will be terminated on 9/30/2020. *We will request that this funding be reallocated to a new strategy that is being developed to address frequent utilizers with behavioral health challenges.</p>
<p>Professional Services \$461,662.87</p>	<p>FUSE Program (\$250,341) – This request will cover housing and case management services over the next year to continue and grow the current pilot project. Funds will be allocated pending completion of a new contract with a community provider to provide housing and case management for participants.</p> <p>Public Defender Treatment Resources for Inmate Release (\$120,443.61) – This will cover the cost of substance abuse, mental health, and housing resources needed for the expedited release of pretrial jail inmates.</p> <p>Training on Implicit Bias and Procedural Justice (\$0.26) – Training will be provided for judges, state attorneys, public defenders, probation officers and law enforcement.</p> <p>Bus Passes for Pretrial Services Supervision Clients (\$25,000) – This will cover the cost of bus passes for Pretrial Services supervision clients who have no means of transportation to attend their office visits, drug testing appointments or court hearings.</p> <p>Drug Testing for Indigent Pretrial Services Supervision Clients (\$20,000) – This will cover some of the cost for drug testing of indigent clients court ordered to Pretrial Services supervision who will be violated and sent back to jail without submitting to drug tests.</p> <p>Florida State University Validation Study of Risk Assessment Instrument (\$45,878.00) – This will cover the cost to have an independent researcher validate the risk assessment instrument for our jurisdiction.</p>

<p>Data Enhancements \$47,493.81</p>	<p>Development of Data Dashboard (\$18,710.81) – This will cover the cost associated with the software needed to embed and maintain the data dashboard on the CJC webpage. Court Date Notification System (\$2,641.00) – This will cover the continuing cost of a text-based system for notification and reminders of all criminal defendant court dates. Criminal History Checks for Outcome Measures (\$2,000) – This will cover the cost of having the Florida Department of Law Enforcement run criminal histories for persons involved in our strategies as needed for analysis, outcome or evaluation purposes. Data Enhancements to Existing Systems (\$24,142) – This is the anticipated cost to continue the enhancement of existing systems to improve data collection and analysis.</p>
<p>Equipment and Hardware \$0.10</p>	<p>Computers (\$0.10) – This was for the purchase of four computers at \$2,000 each for the CJC Analyst, the Public Defender client navigator, the State Attorney Public Safety Specialist, and one Pretrial Services Counselor.</p>
<p>Travel \$12,676.68</p>	<p>Travel (\$12,676.68) – This request will cover travel expenses for core planning team members and staff to attend MacArthur Foundation approved conferences and site visits.</p>
<p>Meeting Expense \$44,156.37</p>	<p>Community Engagement Task Force and Events (\$11,155.94) - This request will provide for food and meeting space charges for community engagement events and meetings. Food for Team Meetings (\$0.43) – This request will provide for food for the various MacArthur team meetings when they are needed during lunch hours. Speakers for Events (\$15,000) –This request will provide funding for expert speakers on various relevant criminal justice topics. Community Engagement Implicit Bias Training (\$18,000) - This request will provide for continued implicit bias training for members of the community.</p>
<p>Indirect Costs (\$0)</p>	

One-Year No Cost Extension Budget Summary:

<u>Budget Category</u>	<u>Total Budget</u>
A. Personnel	\$ 189,447.06
B. Professional Services	\$ 461,662.87
C. Data Enhancements	\$ 47,493.81
D. Equipment and Hardware	\$ 0.10
E. Travel	\$ 12,676.68
F. Meeting Expense	\$ 44,156.37
TOTAL PROJECT COSTS:	\$ 755,436.89

Request Submitted by: Regenia Herring, 9/23/20
 Regenia Herring, Executive Director

Approved Not Approved
Laurie Garduque, 9/30/2020
 Laurie Garduque, Director of Criminal Justice

Attachment # 2
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From: Garduque, Laurie <LGarduqu@MACFOUND.ORG>
Sent: Wednesday, December 2, 2020 11:57 AM
To: Bert Winkler <BWinkler@pbcgov.org>
Cc: McClanahan Thiel, Mary <MMcClana@MACFOUND.ORG>; Suarez, Gabriela <GSuarez@MACFOUND.ORG>; Regenia Herring S. <RHERRING@pbcgov.org>
Subject: Re: Supplemental Grant Extension Memo

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Hi Bert,

The September 28, 2020 no-cost extension request and budget for the period ending September 30, 2021 that the Foundation approved included the \$75,000 supplemental award for a total of \$2,075,000.

Best,
Laurie

Attachment # 3
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