



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Grants and Aids	\$771,541	_____	_____	_____	_____
External Revenues	(\$217,071)	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	\$554,470	_____	_____	_____	_____

**# ADDITIONAL FTE**

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes X No \_\_\_\_\_  
 Budget Account Exp No: Fund 1436 Dept. 662 Unit 5699/5700 Obj. 8201  
 Prog. Var.

Rev No: Fund 1436 Dept. 662 Unit 5699/5700 Rev. 3429 Prog. Var.

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

Grant: Federal JAG Formula Grant \$136,513  
 State JAG Formula Grant \$80,558

Fund: Justice Service Grant Fund

Unit: 5699 Adult Reentry; 5700 Youth Reentry

Ad Valorem – includes a transfer from Youth Services of \$236,765 and a transfer from the General Fund of \$317,705.

C. Departmental Fiscal Review: [Signature]

**III. REVIEW COMMENTS**

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

[Signature] 9/29/21  
 OFMB OPA 9-29-21  
 [Signature] 9/29/21

[Signature] 10/16/21  
 Contract Dev. And Control  
 [Signature]

**B. Legal Sufficiency:**

[Signature]  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

Revised 06/08/21

CONTRACT FOR  
THE LORD'S PLACE, INC.  
ADULT REENTRY SERVICES

This Contract is made as of the 19th day of October, 2021, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and THE LORD'S PLACE, INC.

a NOT-FOR-PROFIT CORPORATION authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient, whose Federal I.D. is 59-2240502 .

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

**ARTICLE 1 - SERVICES**

The ENTITY'S responsibility under this Contract is to provide ADULT REENTRY 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 NICOLE BISHOP, telephone no. 561-355-1723.

The ENTITY'S representative/liaison during the performance of this Contract shall be DIANA STANLEY, telephone no. 561-494-0125.

**ARTICLE 2 - SCHEDULE**

The ENTITY shall commence services on OCTOBER 1, 2021 and complete all services by SEPTEMBER 30, 2022 . The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on OCTOBER 1, 2021, notwithstanding the date the contract is executed by the Board of County Commissioners

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

**ARTICLE 3 - PAYMENTS TO ENTITY**

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 NINETY NINE THOUSAND ONE HUNDRED THIRTY SIX Dollars (\$ 199,136 ). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY 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 ENTITY 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  
ZERO  
Dollars (\$     0    ), 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. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S 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 ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the ENTITY 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 ENTITY'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 ENTITY'S. 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 ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5 business days written notice to the ENTITY or without cause upon ten (10 business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY'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 ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'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 ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY 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 ENTITY 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 ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY 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**

ENTITY 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. ENTITY 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 ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

- A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, " Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Worker's Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and

\$2,000,000 per aggregate. 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 ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. 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, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. 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.

- D. **Waiver of Subrogation** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

*(Using the address as indicated in the "Notices" article or another address on agreement of the parties.)*

STEPHANIE SEJNOHA

20 SOUTH MILITARY TRAIL

WEST PALM BEACH, FL 33415

- F. **Right to Revise or Reject** 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.

#### **ARTICLE 11 - INDEMNIFICATION**

ENTITY 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 ENTITY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the ENTITY 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 ENTITY 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 ENTITY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

**ARTICLE 19 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY 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 ENTITY, 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 ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

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

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

**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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY 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 ENTITY 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. ENTITY shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY 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 ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY 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:

Stephanie Sejnoha, Director  
20 South Military Trail  
West Palm Beach FL 33415

With copy to:

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

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

Diana Stanley, CEO  
The Lord's Place, Inc.  
2808 N. Australian Avenue  
West Palm Beach, FL 33407

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY 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 ENTITY, ENTITY'S employees, subcontractors of ENTITY 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 Resolutions R2013-1470 and R2015-0572, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY 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 Resolutions as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY 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 ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 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 ENTITY 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 ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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. 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 F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY, 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 ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY 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 ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY 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 ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY 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 ENTITY 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. ENTITY 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 ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility 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 this page intentionally left blank*

Revised 1/28/21


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 ENTITY has hereunto set its hand the day and year above written.

**ATTEST:**  
**JOSEPH ABRUZZO**  
**CLERK AND COMPTROLLER**


**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Mayor**

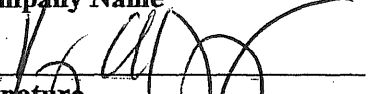
WITNESS:  
  
\_\_\_\_\_  
Signature

**Susanna Abruzzo**  
\_\_\_\_\_  
Name (type or print)

  
\_\_\_\_\_  
Signature

**Scott Witzel**  
\_\_\_\_\_  
Name (type or print)

ENTITY:  
**The Lord's Place, Inc**  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

**Kerry DIAZ**  
\_\_\_\_\_  
Typed Name

**COO**  
\_\_\_\_\_  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**County Attorney**

(corp. seal)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
**Department Director**



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**Resolution of The Lord's Place, Inc.**  
**Authorization to Sign Contracts**

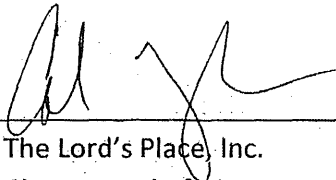
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IT IS HEREBY RESOLVED, that the following positions are legally authorized to execute Agreements and other instruments on behalf of The Lord's Place, Inc.:

Chairman	Cornelia Thornburgh
Vice Chairman	Michael Stevens
Secretary	Diana Barrett
Treasurer	Charles Ward
Chief Executive Officer	Diana Stanley
Chief Financial Officer	TBD
Chief Operating Officer	Kerry Diaz

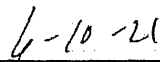
The above individuals are duly authorized for the year beginning July 1, 2021, ending June 30, 2022.

**APPROVED AND ACCEPTED:**



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The Lord's Place, Inc.  
Chair, Board of Directors



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Date

**SCOPE OF WORK**  
**Contract between The Lord's Place, Inc.**

**Overview:** Palm Beach County (PBC) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities that reduce recidivism. PBC is the recipient of funding from the local, state, and federal levels. The two reentry service categories are 1) case management and 2) client support services.

By entering into this Contract, The Lord's Place, Inc. (TLP) agrees that it is a subrecipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC), U.S. Department of Justice's Federal Justice Assistance Grant (JAG), and/or the U.S. Department of Justice's State JAG through the Florida Department of Law Enforcement (FDLE). TLP is subject to the terms and conditions for receipt of funds imposed by those entities.

**Client Eligibility:** Eligible reentry clients must be moderate-to-high risk of recidivating based on a validated risk and needs assessment, convicted of a felony offense, sentenced to local jail, state prison, or federal prison, and returning to PBC upon release from incarceration. Eligible reentry clients may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), and referrals by other contracted reentry service providers.

**Overall Objectives:** Reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety.

**Geographic Areas to Serve:** County-wide

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

**Evidence-Based Programs and Practices:** According to the latest available evidence, in order to reduce recidivism, TLP must conduct a risk and needs assessment on each reentry client using the Level of Service Inventory-Revised (LSI-R), and then follow the Risk-Need-Responsivity (RNR) model:

- Risk Principle: Match the intensity of individual's intervention to their risk of recidivating, based on a validated risk and needs assessment. Target individuals who have the highest risk of recidivating.
- Need Principle: Target dynamic criminogenic needs.

- Responsivity Principle: Tailor the intervention to the learning style, motivation, culture, demographics, and abilities of the individual. Address the issues that affect responsivity.

TLP must use evidence-based programs and practices, when applicable, to address the following dynamic criminogenic risk factors:

1. Antisocial behavior
2. Antisocial personality pattern
3. Antisocial cognition
4. Antisocial associates and peers
5. Family and/or marital
6. School and/or work
7. Leisure and/or recreation
8. Substance use

TLP must use evidence-based programs and practices, when applicable, to address the following stabilizing factors:

1. Housing
2. Mental Health

Based on the results of the validated risk and needs assessment, as well as the reentry client's Pre-Release Plan, Post-Release Plan, and other assessments/plans (such as a substance use assessment and mental health assessment by a licensed mental health professional), TLP will provide the following recommended program hours with reentry clients and must document dosage hours in the Reentry Network (RENEW):

	Moderate Risk	Moderate-to-High Risk	High Risk
Hours	100	200	300

**Supplemental Materials:** TLP staff who provide services under this Contract must review the supplemental materials provided/recommended by the County is including but not limited to the Case Management Checklist, Pro-Social Activities Pre-Approval Form, Case Note Format, Client Acknowledgement Form, RENEW User Manual, Client Release of Information, and the Reentry Provider Client Intake Form, which are included herein by reference and may be amended from time to time.

**Case Manager Qualifications:** All TLP reentry staff providing services must meet the below qualifications within 90 business days of hire, or until the next available certified course to be trained in the requirements of case management. Case manager qualifications include, but are not limited to —

- Having a valid Florida Driver's License, must submit copy;
- Training in Motivational Interviewing, must submit certificate of completion;
- LSI-R certification, must submit certificate of completion;
- Ability to learn and use the RENEW database to document case notes, services referred, transitional plans, LSI-R results, outcomes, etc.;

- Possessing the competencies required to provide culturally and linguistically appropriate services;
- Responding to the needs of people returning to PBC after a period of incarceration;
- Understanding and speaking English to allow for effective communication;
- Maintaining professional demeanor at all times;
- Excellent verbal and written communication skills; and
- Excellent time management, problem solving and organizational skills.

**Case Management Services:** The essential case management services that may be performed by a qualified case manager include, but are not limited to —

- Perform outreach & recruitment activities for targeted reentry clients;
- For individuals released from FDC facilities (other than Sago Palm Reentry), upon referral through the RENEW system, contracted service providers will have 15 business days to contact the individual's FDC classification officer and/or family contact listed in RENEW in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three attempts at contact prior to the individual's release date and document these attempts and contacts in RENEW;
- For individuals released from jail, upon referral through the RENEW system, contracted service providers will have 5 business days to meet with the individual to set up an intake appointment and discuss reentry services. The contracted service provider must make at least three attempts at contact prior to the individual's release date, unless the jail referral is made within 24 hours of the individual's release date, and document these attempts and contacts in RENEW;
- Complete enrollment process for eligible reentry clients in RENEW;
- Engagement with reentry clients pre-release (recommended at least once every three months or based on need);
- Conduct and review the LSI-R assessment for each reentry client within 15 business days after enrollment. The minimum time utilized for conducting a LSI-R assessment of the program participant's shall be minimum 45 minutes;
- Conduct and review the Pre-Release Plan or Post-Release Plan for each reentry client within 15 business days after enrollment;
- Case managers must meet with clients at least once per month for a minimum of 30 minutes on the phone or in person;
- Conduct the Initial Employment Readiness Assessment within 15 business days after enrollment;
- Conduct the Subsequent Employment Readiness Assessment upon program exit if the individual has an Initial Employment Readiness Assessment score identifying low job readiness. This re-assessment should occur only after the individual has engaged in services to increase their job readiness. This re-assessment should occur if the client faced some major barrier, such as rearrest or reincarceration, that would impact the individual's ability to obtain and maintain employment.;
- Track job retention for up to three months after program exit, if possible;

- Develop an individualized Post-Release Plan, based on the LSI-R results, Job Readiness Assessment, and in coordination with the reentry client within 15 business days after enrollment and updated accordingly. The Post-Release Plan should include short and long-term goals, as well as a focus for moving toward self-sufficiency and defining the process for achieving goals;
- Appropriately close-out reentry clients in RENEW upon program exit. There are three types of case closures, which are defined in the Case Management Checklist: 1. Administrative, 2) Unsuccessful, and 3) Successful
- Case manager may re-assess criminogenic risk and needs about every six months after release from incarceration, or after a major event, to determine if dosage and intensity of services should be readjusted in accordance with fidelity;
- Case manager must complete the LSI-R for each client that is closed out of reentry program;
- Document reentry clients' progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary;
- Meet with reentry clients one-on-one or in group settings and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Correspond with reentry clients (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Facilitate cognitive behavioral programs;
- Organize family reunification events;
- Assist with obtaining and/or maintaining housing;
- Monitor treatment plan progress and evaluate multiple reports from service providers;
- Collaborate and communicate with employment consultant, job coach and/or community partners, when appropriate;
- Assist in the job search when relevant;
- Provide individualized job coaching services;
- Teach resume building skills and cover letter writing;
- Complete mock interviews/role playing;
- Form relationships with other employers and service providers;
- Refer and coordinate services for reentry clients to behavioral health counseling, substance use treatment, mental health treatment, when relevant;
- Provide services utilizing Harm Reduction and Trauma-Informed Care principles;
- Facilitate peer support groups;
- Facilitate Job Readiness Classes;
- Facilitate peer support groups and other group sessions (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.); Host pro-social activities, which must be pre-approved by PBC;
- Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
- Document all case progress notes in RENEW;
- Assist with felony registration;

- Complete Client Acknowledgement Forms;
- Identify the assets and barriers of clients through observation, interviews, case notes, collateral contacts, and other means;
- Assist with obtaining licenses/identifications;
- Transport and assist clients with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
- Obtain bus passes and assist clients with coordinating transportation needs;
- Coordinate service needs with other community agencies;
- Provide prescription assistance;
- Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift cards as incentives;
- Assist clients with food stamps application;
- Coordinate services with probation officers;
- Prepare court reports, present evidence and testify at court hearings;
- Engage in advocacy on behalf of reentry client;
- Research and recommend resources based on clients' needs and desires;
- Provide crisis intervention as necessary;
- Provide individual support to reentry clients via home and job/site visits;
- Provide and coordinate services for crisis intervention and de-escalation;
- Facilitate industry recognized certification trainings;
- Receive and review referrals for new reentry clients;
- Complete case note documentation to ensure notes are detailed, comprehensive, address reentry participant's involvement with their plan and documents reentry clients' progress or lack thereof towards goal/objective attainment. Ensure a case note is completed for every contact made with the reentry client as well as for every contact made on behalf of a reentry client;
- Complete file reviews on a regular and recurring basis. Provide the process and schedule agency will utilize to complete file reviews. Ensure that the case files and client records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation. Ensure file is in compliance with regulations and requirements. Enter client updates and information into databases. Collect and calculate statistics by client and submit to referring agencies as directed;
- Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
- Advocate on behalf of reentry clients for other services within the community. This includes coordinating with substance use providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry clients homelessness;
- Provide transition materials, as well as, plan workshops, special events, and engage speakers;
- Serve as a liaison between program and other support agencies;
- Enter reentry clients' updates and information into monthly reports which are submitted in RENEW; and

- Provide regular, internal reviews of case files and client records for quality assurance and completion in accordance with agency and program standards.

**Case Management at Sago Palm Reentry Center:** Including but not limited to —

- The contractor will ensure a qualified case manager meets individually with each program participant at least three (3) times prior to release and discuss the program participant's performance and progress in the Program. A plan review consists of a face-to-face contact between the program participant and the primary case manager. The minimum time utilized for conducting a follow-up of the program participant's needs shall be a minimum of 30 minutes. The Contractor will document the follow-up for each program participant and place it in the program participant's case file and enter it into the approved information management system.
- Hosting an orientation that explains reentry case management and client support services;
- Conducting validated risk and needs assessments;
- Developing a Pre-Release Plan;
- Facilitating cognitive behavioral programming;
- Assisting with obtaining identification; and
- Vocational Training.

**Client Support Services:** Including but not limited to —

- Cognitive Behavioral Programming;
- Transportation Assistance;
- Employment Assistance;
- Basic needs and toiletries;
- Medical Financial Assistance;
- Financial Identification Assistance;
- Assistance with Obtaining Identification;
- Education Preparation Class;
- Substance Use Assessments;
- Substance Use Treatment;
- Mental Health Assessments;
- Mental Health Treatment;
- Transitional Housing;
- Vocational Training; and
- Pro-Social Activities.

**Cross Referrals:** TLP must consider cross referrals with other contracted reentry service providers, specifically for cognitive behavioral programming to ensure classes have multiple reentry clients in attendance.

**Program Evaluations and Contract Monitoring:** To ensure programs are achieving desired outcomes and implemented with fidelity, TLP must monitor and evaluate whether or not the program adheres to the program model as intended by the

developers of the intervention. This includes evaluating adherence, exposure/duration, quality of delivery, client responsiveness, and program differentiation. PBC reentry staff will periodically monitor contracts for compliance and TLP will submit an improvement action plan with included methodology on tracking programmatic improvements based on findings.

**Program Outcomes:** TLP must track the following performance metrics in RENEW, including but not limited to:

- Number of hours of services per client
- Number of adults enrolled in reentry services
- Number and percent of adults enrolled in post-release reentry services who complete programming
- Number and percent of rearrests in PBC for adults enrolled in post-release reentry services
- Number and percent of adults enrolled in post-release reentry services and receiving:
  - Cognitive behavioral intervention, based on identified need
  - Substance use treatment, based on identified need
  - Mental health treatment, based on identified need
  - Employment training and job placement, based on identified need
  - Transitional housing, based on identified need
  - Transportation assistance, based on identified need

**Deliverables:**

1. Document the number of hours of services provided per client in RENEW. The records must be in sufficient detail to substantiate the services provided for each client.
2. Collect and input all required data in PBC's RENEW database within three business days of service delivery.
3. Submit Monthly Activity Reports in RENEW by the 22<sup>nd</sup> of each month for the previous month's activities.

**Terms and Conditions by Other Funding Sources:** TLP must adhere to the terms and conditions from all funding sources for reentry services. Including but not limited to:

- **FDC Funds:** PBC has been granted a Florida state legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Contractual Purchase Order. TLP agrees to be bound by and to comply with the requirements of the FDC Contractual Purchase Order, by and between PBC and the FDC, as may be amended. The FDC Contractual Purchased Order, as may be amended, is incorporated herein by reference.

**SUBCONTRACTS MINIMUM REQUIREMENTS**

- A. TLP shall comply with the following and shall include such language in all subcontracts entered into in accordance with this Contract:



Cooperation with Inspector General: Where applicable, Department contracts should incorporate the following language: "In accordance with section 20.055(5), F.S., the contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing."

E-Verify System: As required by the State of Florida Executive Order Number 11-116, all Department contractors are required to utilize the U.S. Department of Homeland Security's E-verify System to verify employment eligibility of all persons employed during the contract term by the contractor to perform employment duties pursuant to the contract, within Florida, and all persons, including subcontractors, assigned to the contractor to perform work pursuant to the contract with the Department.

Staff Background/Criminal Records Checks: The applicable contract language requiring backgrounds, staff conduct and safety requirement for the type contract should be included (the language required to be included is based on whether Level I or Level II backgrounds are applicable).

All subcontractor agreements must include a statement from the proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms included in the contract between the Department and the contractor.

Information about required clinical supervision based on your contract with the Department and Florida Administrative Code 65D-30 and required staffing qualifications.

Retention of records should be seven (7) fiscal years after completion or termination of the contract.

Additionally, the following items must be provided for subcontract reviews to the Contract Manager, or designee:

- Qualifications of the subcontractor;
  - Insurance coverage;
  - License(s) and certification(s) provided by the subcontractor, required to perform the subcontracted services; and
  - Verification that the subcontractor agreement includes the required language, as previously indicated above.
- **Federal and State JAG Funds:** TLP agrees to be bound by and to comply with the requirements of the Federal and State JAG funds, by and between PBC, U.S. Department of Justice, and FDLE, as may be amended. The Federal and State JAG funds, as may be amended, is incorporated herein by reference. For more information, please refer to <http://www.fdle.state.fl.us/Grants/Programs/JAG.aspx>.

- **Title 2, Part 200 Code of Federal Regulations (2 CFR § 200):** TLP shall comply with 2 CFR § 200, and the provisions of 2 CFR § 200, as amended, are incorporated herein by reference.

2 CFR § 200 strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, issued December 26, 2013. For more information, please refer to [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

#### DOJ Subaward Data<sup>1</sup>

(i)	Subrecipient Name	The Lord's Place, Inc.
(ii)	Subrecipient Unique Entity Identifier:	59-2240502
(iii)	Federal Award Identification Number (FAIN):	Pending
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/1/2019
(v)	Subaward Period of Performance Start Date:	10/1/2021
	Subaward Period of Performance End Date:	09/30/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$83,142
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$83,142
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$83,142
(ix)	Federal Award Project Description:	PBC Ex-Offender Reentry
(x)	Name of Federal Awarding Agency:	U.S. Dept. of Justice
	Name of Pass-Through Entity:	Palm Beach County Board of County Commissioners
	Contact Information for Federal Awarding Official:	
	Contact Information for Palm Beach County Authorizing Official:	Regenia Herring
	Contact Information for Palm Beach County Project Director:	Katherine Shover
(xi)	CFDA Number and Name:	16.738

<sup>1</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

(xii)	Identification of Whether Subaward is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0
(xiv)	DUNS	101962454

**FDLE Subaward Data<sup>2</sup>**

(i)	Subrecipient Name	The Lord's Place, Inc.
(ii)	Subrecipient Unique Entity Identifier:	59-2240502
(iii)	Federal Award Identification Number (FAIN):	Pending
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	Pending
(v)	Subaward Period of Performance Start Date:	10/1/2021
	Subaward Period of Performance End Date:	09/30/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$56,451
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$56,451
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$56,451
(ix)	Federal Award Project Description:	PBC Ex-Offender Reentry
(x)	Name of Federal Awarding Agency:	U.S. Dept. of Justice
	Name of Pass-Through Entity:	Florida Dept. of Law Enforcement - Palm Beach County Board of County Commissioners
	Contact Information for Federal Awarding Official:	
	Contact Information for Palm Beach County Authorizing Official:	Regenia Herring
	Contact Information for Palm Beach County Project Director:	Katherine Shover
(xi)	CFDA Number and Name:	16.738
(xii)	Identification of Whether Subaward is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0
(xiv)	DUNS	101962454

<sup>2</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

**Non-Compliance:** TLP will not be compensated for client support services or case management that fails to comply with this Scope of Work.

## Schedule of Payments

The Subrecipient will prepare and submit monthly invoices to the Palm Beach County Public Safety Department by the 22nd day of each month. Invoices must include the Acknowledgement of Services Forms for Client Support Services. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

## Budget Worksheet

A. PERSONNEL- Salaries and Benefits	
SUB-TOTAL PERSONNEL	
B. OPERATIONAL EXPENSES- Allowable expenses found in Compensation Chart	
Case Management, U.S. Department of Justice (DOJ) Justice Assistance Grant (JAG), CFDA# 16.738*	\$83,142.00
Case Management, U.S. DOJ JAG - Florida Department of Law Enforcement (FDLE), CFDA# 16.738*	\$56,451.00
Case Management and/or Support Services, Ad Valorem**	\$59,543.00
SUB-TOTAL OPERATIONAL	\$199,136.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL EXPENDITURES	
TOTALS	
A. PERSONNEL	
B. OPERATIONAL EXPENSES	\$199,136.00
C. CAPITAL EXPENSITURES	
TOTAL PROJECT BUDGET	\$199,136.00

\*U.S. DOJ and FDLE funding is for enrolled reentry participants incarcerated or released from FDC or jail. Timeframe is 10/1/21 to 9/30/22.

\*\*Ad Valorem funding is for enrolled reentry participants incarcerated or released from FDC, jail, or federal prison. Timeframe is 10/1/21 to 9/30/22.

COMPENSATION CHART- Services must be delivered in accordance with the chart below			
Case Management Services			
Category	Service	Rate	Requirements
Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$12.99 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided.
<b>Client Support Services:</b> Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only			
Category	Service	Rate <i>(Maximum thresholds apply to FDC funding ONLY)</i>	Requirements
Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals.	\$25.00 per participant per month	Monthly incentives are based on the Case Manager's discretion. <b>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</b>
Post-Release Pro-Social Events/Activities	Events or activities organized by the program administration	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <b>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</b>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$55 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle and bicycle equipment (up to \$300 as a one-time cost)	\$55.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$300 maximum per participant for bicycle and bicycle equipment	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle and bicycle equipment, receipt for product along with program client acknowledgement form. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300.00 maximum per participant	Receipt for product along with program client acknowledgement form <b>(Cannot be reimbursed by FDLE funds)</b>
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$550 maximum per participant per week	Receipt of stipend along with client acknowledgement form and client "time" sheet. <b>(Cannot be reimbursed by FDLE funds)</b>
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	\$25 per participant per class	Receipt for stipend along with client acknowledgement form <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500.00 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes (fore reinstatement and maintenance of license).	\$250.00 maximum per participant	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$300.00 maximum per participant	Client acknowledgement form and purchase receipt. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$100.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	\$300.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	\$1,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Transitional Housing	Direct service or referral based	\$7,000.00 maximum per participant	Provided at a cost of \$35.00 per day, maximum of \$7,000.00 per participant; need for housing must be in transition plan
Pre- or Post-Release Vocational Training	Vocational job training	\$2,000.00 maximum per participant	Receipt for course registration and client acknowledgement form

Revised 06/08/21

CONTRACT FOR  
GULFSTREAM GOODWILL INDUSTRIES, INC.  
ADULT REENTRY SERVICES

This Contract is made as of the 19<sup>th</sup> day of October, 2021, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GULFSTREAM GOODWILL INDUSTRIES, INC., a NOT-FOR-PROFIT CORPORATION authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient, whose Federal I.D. is 59-1197040).

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

**ARTICLE 1 - SERVICES**

The ENTITY'S responsibility under this Contract is to provide ADULT REENTRY 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 NICOLE BISHOP, telephone no. 561-355-1723.

The ENTITY'S representative/liaison during the performance of this Contract shall be LAURA WATERMAN, telephone no. 561-214-8725.

**ARTICLE 2 - SCHEDULE**

The ENTITY shall commence services on OCTOBER 1, 2021 and complete all services by SEPTEMBER 30, 2022. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on OCTOBER 1, 2021, notwithstanding the date the contract is executed by the Board of County Commissioners

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

**ARTICLE 3 - PAYMENTS TO ENTITY**

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 SEVENTY ONE THOUSAND THREE HUNDRED ONE Dollars (\$ 171,301). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY 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 ENTITY 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 EIGHT THOUSAND FOUR HUNDRED Dollars (\$ 8,400 ), 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. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S 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 ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the ENTITY 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 ENTITY'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 ENTITY'S. 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 ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5 business days written notice to the ENTITY or without cause upon ten (10 business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY'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 ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'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 ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY 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 ENTITY 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 ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY 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**

ENTITY 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. ENTITY 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 ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

- A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, " Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Worker's Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and

\$2,000,000 per aggregate. 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 ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. 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, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. 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.

- D. **Waiver of Subrogation** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

*(Using the address as indicated in the "Notices" article or another address on agreement of the parties.)*

STEPHANIE SEJNOHA

20 SOUTH MILITARY TRAIL

WEST PALM BEACH, FL 33415

- F. **Right to Revise or Reject** 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.

#### **ARTICLE 11 - INDEMNIFICATION**

ENTITY 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 ENTITY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the ENTITY 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 ENTITY 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 ENTITY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 15 - EXCUSABLE DELAYS**

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

#### **ARTICLE 19 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY 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 ENTITY, 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 ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

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

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

#### **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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY 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 ENTITY 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. ENTITY shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY 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 ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY 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:

Stephanie Sejnoha, Director  
20 South Military Trail  
West Palm Beach FL 33415

With copy to:

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

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

Laura Waterman, Director  
Gulfstream Goodwill Industries, Inc.  
1715 Tiffany Drive East  
West Palm Beach, FL 33407

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY 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 ENTITY, ENTITY'S employees, subcontractors of ENTITY 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 Resolutions R2013-1470 and R2015-0572, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY 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 Resolutions as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY 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 ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 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 ENTITY 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 ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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. 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 F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY, 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 ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY 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 ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY 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 ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY 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 ENTITY 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. ENTITY 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 ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility 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 this page intentionally left blank*

Revised 1/28/21

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 ENTITY has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

Laura Waterman  
Signature

Laura Waterman  
Name (type or print)

Karen Davidson  
Signature

Karen Davidson  
Name (type or print)

ENTITY:

Gulfstream Goodwill Industries  
Company Name

Keith Kennedy  
Signature

Keith Kennedy  
Typed Name

President and CEO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

**SCOPE OF WORK**  
**Contract between Gulfstream Goodwill Industries, Inc.**

**Overview:** Palm Beach County (PBC) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities that reduce recidivism. PBC is the recipient of funding from the local, state, and federal levels. The two reentry service categories are 1) case management and 2) client support services.

By entering into this Contract, the Gulfstream Goodwill Industries, Inc. (GGI) agrees that it is a subrecipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC), U.S. Department of Justice's Federal Justice Assistance Grant (JAG), and/or the U.S. Department of Justice's State JAG through the Florida Department of Law Enforcement (FDLE). GGI is subject to the terms and conditions for receipt of funds imposed by those entities.

**Client Eligibility:** Eligible reentry clients must be moderate-to-high risk of recidivating based on a validated risk and needs assessment, convicted of a felony offense, sentenced to local jail, state prison, or federal prison, and returning to PBC upon release from incarceration. Eligible reentry clients may include walk-ins, referrals by PBC, referrals by the Palm Beach Sheriff's Office (PBSO), and referrals by other contracted reentry service providers.

**Overall Objectives:** Reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety.

**Geographic Areas to Serve:** County-wide

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

**Evidence-Based Programs and Practices:** According to the latest available evidence, in order to reduce recidivism, GGI must conduct a risk and needs assessment on each reentry client using the Level of Service Inventory-Revised (LSI-R), and then follow the Risk-Need-Responsivity (RNR) model:

- Risk Principle: Match the intensity of individual's intervention to their risk of recidivating, based on a validated risk and needs assessment. Target individuals who have the highest risk of recidivating.
- Need Principle: Target dynamic criminogenic needs.

- **Responsivity Principle:** Tailor the intervention to the learning style, motivation, culture, demographics, and abilities of the individual. Address the issues that affect responsivity.

GGI must use evidence-based programs and practices, when applicable, to address the following dynamic criminogenic risk factors:

1. Antisocial behavior
2. Antisocial personality pattern
3. Antisocial cognition
4. Antisocial associates and peers
5. Family and/or marital
6. School and/or work
7. Leisure and/or recreation
8. Substance use

GGI must use evidence-based programs and practices, when applicable, to address the following stabilizing factors:

1. Housing
2. Mental Health

Based on the results of the validated risk and needs assessment, as well as the reentry client's Pre-Release Plan, Post-Release Plan, and other assessments/plans (such as a substance use assessment and mental health assessment by a licensed mental health professional), GGI will provide the following recommended program hours with reentry clients and must document dosage hours in the Reentry Network (RENEW):

	<b>Moderate Risk</b>	<b>Moderate-to-High Risk</b>	<b>High Risk</b>
<b>Hours</b>	100	200	300

**Supplemental Materials:** GGI staff who provide services under this Contract must review the supplemental materials provided/recommended by the County is including but not limited to the Case Management Checklist, Pro-Social Activities Pre-Approval Form, Case Note Format, Client Acknowledgement Form, RENEW User Manual, Client Release of Information, and the Reentry Provider Client Intake Form, which are included herein by reference and may be amended from time to time.

**Case Manager Qualifications:** All GGI reentry staff providing services must meet the below qualifications within 90 business days of hire, or until the next available certified course to be trained in the requirements of case management. Case manager qualifications include, but are not limited to —

- Having a valid Florida Driver's License, must submit copy;
- Training in Motivational Interviewing, must submit certificate of completion;
- LSI-R certification, must submit certificate of completion;
- Ability to learn and use the RENEW database to document case notes, services referred, transitional plans, LSI-R results, outcomes, etc.;

- Possessing the competencies required to provide culturally and linguistically appropriate services;
- Responding to the needs of people returning to PBC after a period of incarceration;
- Understanding and speaking English to allow for effective communication;
- Maintaining professional demeanor at all times;
- Excellent verbal and written communication skills; and
- Excellent time management, problem solving and organizational skills.

**Case Management Services:** The essential case management services that may be performed by a qualified case manager include, but are not limited to —

- Perform outreach & recruitment activities for targeted reentry clients;
- For individuals released from FDC facilities (other than Sago Palm Reentry), upon referral through the RENEW system, contracted service providers will have 15 business days to contact the individual's FDC classification officer and/or family contact listed in RENEW in order to discuss reentry services and prepare for the participants needs upon release. The contracted service provider must make at least three attempts at contact prior to the individual's release date and document these attempts and contacts in RENEW;
- For individuals released from jail, upon referral through the RENEW system, contracted service providers will have 5 business days to meet with the individual to set up an intake appointment and discuss reentry services. The contracted service provider must make at least three attempts at contact prior to the individual's release date, unless the jail referral is made within 24 hours of the individual's release date, and document these attempts and contacts in RENEW;
- Complete enrollment process for eligible reentry clients in RENEW;
- Engagement with reentry clients pre-release (recommended at least once every three months or based on need);
- Conduct and review the LSI-R assessment for each reentry client within 15 business days after enrollment. The minimum time utilized for conducting a LSI-R assessment of the program participant's shall be minimum 45 minutes;
- Conduct and review the Pre-Release Plan or Post-Release Plan for each reentry client within 15 business days after enrollment;
- Case managers must meet with clients at least once per month for a minimum of 30 minutes on the phone or in person;
- Conduct the Initial Employment Readiness Assessment within 15 business days after enrollment;
- Conduct the Subsequent Employment Readiness Assessment upon program exit if the individual has an Initial Employment Readiness Assessment score identifying low job readiness. This re-assessment should occur only after the individual has engaged in services to increase their job readiness. This re-assessment should occur if the client faced some major barrier, such as rearrest or reincarceration, that would impact the individual's ability to obtain and maintain employment.;
- Track job retention for up to three months after program exit, if possible;

- Develop an individualized Post-Release Plan, based on the LSI-R results, Job Readiness Assessment, and in coordination with the reentry client within 15 business days after enrollment and updated accordingly. The Post-Release Plan should include short and long-term goals, as well as a focus for moving toward self-sufficiency and defining the process for achieving goals;
- Appropriately close-out reentry clients in RENEW upon program exit. There are three types of case closures, which are defined in the Case Management Checklist: 1. Administrative, 2) Unsuccessful, and 3) Successful
- Case manager may re-assess criminogenic risk and needs about every six months after release from incarceration, or after a major event, to determine if dosage and intensity of services should be readjusted in accordance with fidelity;
- Case manager must complete the LSI-R for each client that is closed out of reentry program;
- Document reentry clients' progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary;
- Meet with reentry clients one-on-one or in group settings and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Correspond with reentry clients (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Facilitate cognitive behavioral programs;
- Organize family reunification events;
- Assist with obtaining and/or maintaining housing;
- Monitor treatment plan progress and evaluate multiple reports from service providers;
- Collaborate and communicate with employment consultant, job coach and/or community partners, when appropriate;
- Assist in the job search when relevant;
- Provide individualized job coaching services;
- Teach resume building skills and cover letter writing;
- Complete mock interviews/role playing;
- Form relationships with other employers and service providers;
- Refer and coordinate services for reentry clients to behavioral health counseling, substance use treatment, mental health treatment, when relevant;
- Provide services utilizing Harm Reduction and Trauma-Informed Care principles;
- Facilitate peer support groups;
- Facilitate Job Readiness Classes;
- Facilitate peer support groups and other group sessions (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.); Host pro-social activities, which must be pre-approved by PBC;
- Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
- Document all case progress notes in RENEW;
- Assist with felony registration;



- Complete Client Acknowledgement Forms;
- Identify the assets and barriers of clients through observation, interviews, case notes, collateral contacts, and other means;
- Assist with obtaining licenses/identifications;
- Transport and assist clients with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
- Obtain bus passes and assist clients with coordinating transportation needs;
- Coordinate service needs with other community agencies;
- Provide prescription assistance;
- Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift cards as incentives;
- Assist clients with food stamps application;
- Coordinate services with probation officers;
- Prepare court reports, present evidence and testify at court hearings;
- Engage in advocacy on behalf of reentry client;
- Research and recommend resources based on clients' needs and desires;
- Provide crisis intervention as necessary;
- Provide individual support to reentry clients via home and job/site visits;
- Provide and coordinate services for crisis intervention and de-escalation;
- Facilitate industry recognized certification trainings;
- Receive and review referrals for new reentry clients;
- Complete case note documentation to ensure notes are detailed, comprehensive, address reentry participant's involvement with their plan and documents reentry clients' progress or lack thereof towards goal/objective attainment. Ensure a case note is completed for every contact made with the reentry client as well as for every contact made on behalf of a reentry client;
- Complete file reviews on a regular and recurring basis. Provide the process and schedule agency will utilize to complete file reviews. Ensure that the case files and client records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation. Ensure file is in compliance with regulations and requirements. Enter client updates and information into databases. Collect and calculate statistics by client and submit to referring agencies as directed;
- Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
- Advocate on behalf of reentry clients for other services within the community. This includes coordinating with substance use providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry clients homelessness;
- Provide transition materials, as well as, plan workshops, special events, and engage speakers;
- Serve as a liaison between program and other support agencies;
- Enter reentry clients' updates and information into monthly reports which are submitted in RENEW; and

- Provide regular, internal reviews of case files and client records for quality assurance and completion in accordance with agency and program standards.

**Client Support Services:** Including but not limited to —

- Cognitive Behavioral Programming;
- Transportation Assistance;
- Employment Assistance;
- Basic needs and toiletries;
- Medical Financial Assistance;
- Financial Identification Assistance;
- Assistance with Obtaining Identification;
- Education Preparation Class;
- Substance Use Assessments;
- Substance Use Treatment;
- Mental Health Assessments;
- Mental Health Treatment;
- Transitional Housing;
- Vocational Training; and
- Pro-Social Activities.

**Cross Referrals:** GGI must consider cross referrals with other contracted reentry service providers, specifically for cognitive behavioral programming to ensure classes have multiple reentry clients in attendance.

**Program Evaluations and Contract Monitoring:** To ensure programs are achieving desired outcomes and implemented with fidelity, GGI must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration, quality of delivery, client responsiveness, and program differentiation. PBC reentry staff will periodically monitor contracts for compliance and GGI will submit an improvement action plan with included methodology on tracking programmatic improvements based on findings.

**Program Outcomes:** GGI must track the following performance metrics in RENEW, including but not limited to:

- Number of hours of services per client
- Number of adults enrolled in reentry services
- Number and percent of adults enrolled in post-release reentry services who complete programming
- Number and percent of rearrests in PBC for adults enrolled in post-release reentry services
- Number and percent of adults enrolled in post-release reentry services and receiving:
  - Cognitive behavioral intervention, based on identified need
  - Substance use treatment, based on identified need

- Mental health treatment, based on identified need
- Employment training and job placement, based on identified need
- Transitional housing, based on identified need
- Transportation assistance, based on identified need

**Deliverables:**

1. Document the number of hours of services provided per client in RENEW. The records must be in sufficient detail to substantiate the services provided for each client.
2. Collect and input all required data in PBC's RENEW database within three business days of service delivery.
3. Submit Monthly Activity Reports in RENEW by the 22<sup>nd</sup> of each month for the previous month's activities.

**Terms and Conditions by Other Funding Sources:** GGI must adhere to the terms and conditions from all funding sources for reentry services. Including but not limited to:

- **FDC Funds:** PBC has been granted a Florida state legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Contractual Purchase Order. GGI agrees to be bound by and to comply with the requirements of the FDC Contractual Purchase Order, by and between PBC and the FDC, as may be amended. The FDC Contractual Purchased Order, as may be amended, is incorporated herein by reference.

**SUBCONTRACTS MINIMUM REQUIREMENTS**

- A. GGI shall comply with the following and shall include such language in all subcontracts entered into in accordance with this Contract:

Cooperation with Inspector General: Where applicable, Department contracts should incorporate the following language: "In accordance with section 20.055(5), F.S., the contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing."

E-Verify System: As required by the State of Florida Executive Order Number 11-116, all Department contractors are required to utilize the U.S. Department of Homeland Security's E-verify System to verify employment eligibility of all persons employed during the contract term by the contractor to perform employment duties pursuant to the contract, within Florida, and all persons, including subcontractors, assigned to the contractor to perform work pursuant to the contract with the Department.

Staff Background/Criminal Records Checks: The applicable contract language requiring backgrounds, staff conduct and safety requirement for the type contract should be included (the language required to be included is based on whether Level I or Level II backgrounds are applicable).

All subcontractor agreements must include a statement from the proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms included in the contract between the Department and the contractor.

Information about required clinical supervision based on your contract with the Department and Florida Administrative Code 65D-30 and required staffing qualifications.

Retention of records should be seven (7) fiscal years after completion or termination of the contract.

Additionally, the following items must be provided for subcontract reviews to the Contract Manager, or designee:

- Qualifications of the subcontractor;
  - Insurance coverage;
  - License(s) and certification(s) provided by the subcontractor, required to perform the subcontracted services; and
  - Verification that the subcontractor agreement includes the required language, as previously indicated above.
- **Federal and State JAG Funds:** GGI agrees to be bound by and to comply with the requirements of the Federal and State JAG funds, by and between PBC, U.S. Department of Justice, and FDLE, as may be amended. The Federal and State JAG funds, as may be amended, is incorporated herein by reference. For more information, please refer to <http://www.fdle.state.fl.us/Grants/Programs/JAG.aspx>.
  - **Title 2, Part 200 Code of Federal Regulations (2 CFR § 200):** GGI shall comply with 2 CFR § 200, and the provisions of 2 CFR § 200, as amended, are incorporated herein by reference.

2 CFR § 200 strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", issued December 26, 2013. For more information, please refer to [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

DOJ Subaward Data<sup>1</sup>

(i)	Subrecipient Name	Gulfstream Goodwill Industries, Inc.
(ii)	Subrecipient Unique Entity Identifier:	59-1197040
(iii)	Federal Award Identification Number (FAIN):	Pending
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	Pending
(v)	Subaward Period of Performance Start Date:	10/1/2021
	Subaward Period of Performance End Date:	09/30/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$53,371
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$53,371
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$53,371
(ix)	Federal Award Project Description:	PBC Ex-Offender Reentry
(x)	Name of Federal Awarding Agency:	U.S. Dept. of Justice
	Name of Pass-Through Entity:	Palm Beach County Board of County Commissioners
	Contact Information for Federal Awarding Official:	
	Contact Information for Palm Beach County Authorizing Official:	Regenia Herring
	Contact Information for Palm Beach County Project Director:	Katherine Shover
(xi)	CFDA Number and Name:	16.738
(xii)	Identification of Whether Subaward is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0
(xiv)	DUNS	076985928

**Non-Compliance:** GGI will not be compensated for client support services or case management that fails to comply with this Scope of Work.

<sup>1</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

## Schedule of Payments

The Subrecipient will prepare and submit monthly invoices to the Palm Beach County Public Safety Department by the 22nd day of each month. Invoices must include the Acknowledgement of Services Forms for Client Support Services. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

## Budget Worksheet

A. PERSONNEL- Salaries and Benefits	
SUB-TOTAL PERSONNEL	
B. OPERATIONAL EXPENSES- Allowable expenses found in Compensation Chart	
Case Management, U.S. Department of Justice (DOJ) Justice Assistance Grant (JAG), CFDA# 16.738*	\$53,371.00
Case Management and/or Support Services, Ad Valorem**	\$109,530.00
Operating, Ad Valorem***	\$8,400.00
SUB-TOTAL OPERATIONAL	\$171,301.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL EXPENDITURES	
TOTALS	
A. PERSONNEL	
B. OPERATIONAL EXPENSES	\$171,301.00
C. CAPITAL EXPENSITURES	
TOTAL PROJECT BUDGET	\$171,301.00

\*U.S. DOJ and FDLE funding is for enrolled reentry participants incarcerated or released from FDC or jail. Timeframe is 10/1/21 to 9/30/22.

\*\*Ad Valorem funding is for enrolled reentry participants incarcerated or released from FDC, jail, or federal prison. Timeframe is 10/1/21 to 9/30/22.

\*\*\*Out of Pocket Expenses referenced in Article 3c

## COMPENSATION CHART- Services must be delivered in accordance with the chart below

Case Management Services			
Category	Service	Rate	Requirements
Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$12.66 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided.
<b>Client Support Services:</b> Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only			
Category	Service	Rate <i>(Maximum thresholds apply to FDC funding ONLY)</i>	Requirements
Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals.	\$25.00 per participant per month	Monthly incentives are based on the Case Manager's discretion. <b>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</b>
Post-Release Pro-Social Events/Activities	Monthly events or activities organized by the program administration	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <b>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</b>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$55 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle and bicycle equipment (up to \$300 as a one-time cost)	\$55.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$300 maximum per participant for bicycle and bicycle equipment	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle and bicycle equipment, receipt for product along with program client acknowledgement form. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300.00 maximum per participant	Receipt for product along with program client acknowledgement form <b>(Cannot be reimbursed by FDLE funds)</b>
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$50 maximum per participant per week	Receipt of stipend along with client acknowledgement form and client "time" sheet. <b>(Cannot be reimbursed by FDLE funds)</b>
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	\$25 per participant per class	Receipt for stipend along with client acknowledgement form. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500.00 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes (for reinstatement and maintenance of license)	\$350.00 maximum per participant	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$300.00 maximum per participant	Client acknowledgement form and purchase receipt. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt. <b>(Cannot be reimbursed by FDLE funds)</b>
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$100.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	\$300.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	\$1,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Transitional Housing	Direct service or referral based	\$7,000.00 maximum per participant	Provided at a cost of \$35.00 per day, maximum of \$7,000.00 per participant; need for housing must be in transition plan
Pre- or Post-Release Vocational Training	Vocational job training	\$2,000.00 maximum per participant	Receipt for course registration and client acknowledgement form

Revised 06/08/21

**CONTRACT FOR  
GULFSTREAM GOODWILL INDUSTRIES, INC.  
YOUTH REENTRY SERVICES**

This Contract is made as of the 19th day of October, 2021, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GULFSTREAM GOODWILL INDUSTRIES, INC., a NOT-FOR-PROFIT CORPORATION authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient, whose Federal I.D. is 59-1197040).

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

**ARTICLE 1 - SERVICES**

The ENTITY'S responsibility under this Contract is to provide ADULT REENTRY SERVICES, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be NICOLE BISHOP, telephone no. 561-355-1723.

The ENTITY'S representative/liason during the performance of this Contract shall be LAURA WATERMAN, telephone no. 561-214-8725.

**ARTICLE 2 - SCHEDULE**

The ENTITY shall commence services on OCTOBER 1, 2021 and complete all services by SEPTEMBER 30, 2022. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on OCTOBER 1, 2021, notwithstanding the date the contract is executed by the Board of County Commissioners

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

**ARTICLE 3 - PAYMENTS TO ENTITY**

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 FOUR HUNDRED ONE THOUSAND ONE HUNDRED FOUR Dollars (\$ 401,104 ). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY 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 ENTITY 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 TWENTY THREE THOUSAND SIX HUNDRED FIFTY Dollars (\$ 23,650 ), 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. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.
- E. In order to do business with Palm Beach County, ENTITY'S 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 ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

#### ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY 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 ENTITY'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 ENTITY'S. 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 ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5 business days written notice to the ENTITY or without cause upon ten (10 business days written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY'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 ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'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 ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY 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 ENTITY 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 ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY 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

ENTITY 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. ENTITY 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 ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

- A. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Worker's Compensation Insurance & Employers Liability** ENTITY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. **Professional Liability** ENTITY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and

\$2,000,000 per aggregate. 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 ENTITY's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Contract. 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, ENTITY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the ENTITY of the obligation to provide replacement coverage. 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.

D. **Waiver of Subrogation** Except where prohibited by law, ENTITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENTITY shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ENTITY enter into such an agreement on a pre-loss basis.

E. **Certificate(s) of Insurance** On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the ENTITY shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o (Department)

*(Using the address as indicated in the "Notices" article or another address on agreement of the parties.)*

STEPHANIE SEJNOHA

20 SOUTH MILITARY TRAIL

WEST PALM BEACH, FL 33415

- F. **Right to Revise or Reject** 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.

#### **ARTICLE 11 - INDEMNIFICATION**

ENTITY 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 ENTITY.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the ENTITY 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 ENTITY 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 ENTITY.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

**ARTICLE 15 - EXCUSABLE DELAYS**

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

**ARTICLE 19 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY 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 ENTITY, 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 ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

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

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

**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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY 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 ENTITY 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. ENTITY shall include this language in its subcontracts.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY 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 ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY 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:

Stephanie Sejnoha, Director  
20 South Military Trail  
West Palm Beach FL 33415

With copy to:

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

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

Laura Waterman, Director  
Gulfstream Goodwill Industries, Inc.  
1715 Tiffany Drive East  
West Palm Beach, FL 33407

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY 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 ENTITY, ENTITY'S employees, subcontractors of ENTITY 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 Resolutions R2013-1470 and R2015-0572, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY 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 Resolutions as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY 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 ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ENTITY if the ENTITY 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 ENTITY 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 ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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 ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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. 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 F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S 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 ENTITY, 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 ENTITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ENTITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ENTITY 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 ENTITY 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 ENTITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County, all public records in possession of the ENTITY 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 ENTITY transfers all public records to the County upon completion of the Contract, the ENTITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ENTITY keeps and maintains public records upon completion of the Contract, the ENTITY shall meet all applicable requirements for retaining public records. All records stored electronically by the ENTITY 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 ENTITY 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. ENTITY 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 ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility 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 this page intentionally left blank*

Revised 1/28/21

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 ENTITY has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

ENTITY:

Laura Waterman  
Signature

Gulfstream Goodwill Industries  
Company Name

Laura Waterman  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

Keith Kennedy  
Typed Name

Karen Davidson  
Name (type or print)

President and CEO  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

## SCOPE OF WORK

### Contract between Palm Beach County and Gulfstream Goodwill Industries, Inc.

**Overview:** Palm Beach County (PBC) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities that reduce recidivism. PBC is the recipient of funding from the local, state, and federal levels. The three reentry service categories are 1) case management, 2) client support services, and 3) professional services.

By entering into this Contract, Gulfstream Goodwill Industries, Inc. (GGI) agrees that it is a subrecipient of the funds provided to PBC from the U.S. Department of Justice's State Justice Assistance Grant (JAG) through the Florida Department of Law Enforcement (FDLE). GGI is subject to the terms and conditions for receipt of funds imposed by those entities.

**Client Eligibility:** Eligible reentry clients must be moderate-to-high risk of recidivating based on a validated risk and needs assessment, convicted of a felony offense, sentenced to local jail or the Florida Department of Juvenile Justice's (DJJ) residential commitment facilities, and returning to PBC upon release from confinement. Eligible reentry clients may include walk-ins, referrals by PBC, referrals by DJJ, and referrals by the Palm Beach Sheriff's Office (PBSO).

**Overall Objectives:** Reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety.

**Geographic Areas to Serve:** County-wide

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

**Evidence-Based Programs and Practices:** According to the latest available evidence, in order to reduce recidivism, GGI must conduct a risk and needs assessment on each reentry client using the Level of Service Inventory-Revised (LSI-R), and then follow the Risk-Need-Responsivity (RNR) model:

- Risk Principle: Match the intensity of individual's intervention to their risk of recidivating, based on a validated risk and needs assessment. Target individuals who have the highest risk of recidivating.
- Need Principle: Target dynamic criminogenic needs.
- Responsivity Principle: Tailor the intervention to the learning style, motivation, culture, demographics, and abilities of the individual. Address the issues that affect responsivity.

GGI must use evidence-based programs and practices, when applicable, to address the following dynamic criminogenic risk factors:

1. Antisocial behavior
2. Antisocial personality pattern
3. Antisocial cognition
4. Antisocial associates and peers
5. Family and/or marital
6. School and/or work
7. Leisure and/or recreation
8. Substance use

GGI must use evidence-based programs and practices, when applicable, to address the following stabilizing factors:

1. Housing
2. Mental Health

Based on the results of the validated risk and needs assessment, as well as the reentry client's Pre-Release Plan, Post-Release Plan, and other assessments/plans (such as a substance use assessment and mental health assessment by a licensed mental health professional), GGI will provide the following recommended program hours with reentry clients and will document dosage hours in the Reentry Network (RENEW):

	Moderate Risk	Moderate-to-High Risk	High Risk
Hours	100	200	300

**Supplemental Materials:** GGI staff who provide services under this Contract must review the supplemental materials provided/recommended by the County is including but not limited to the Case Management Checklist, Pro-Social Activities Pre-Approval Form, Case Note Format, Client Acknowledgement Form, RENEW User Manual, Client Release of Information, and the Reentry Provider Client Intake Form, which are included herein by reference and may be amended from time to time.

**Case Manager Qualifications:** All GGI reentry staff providing services must meet the below qualifications within 90 business days of hire, or until the next available certified course to be trained in the requirements of case management. Case manager qualifications include, but are not limited to —

- Having a valid Florida Driver's License, must submit copy;
- Training in Motivational Interviewing, must submit certificate of completion;
- LSI-R certification, must submit initial certificate of completion (must be recertified if certification is older than 5 years)
- LSI-R refresher training, must submit documentation of refresher course at least every three years;
- Ability to learn and use the RENEW database to document case notes, services referred, transitional plans, LSI-R results, outcomes, etc.;

- Training in a evidence-based *cognitive behavioral intervention*, must submit initial certificate of completion, must adhere to recommendations for refresher training and/or recertification requirements, or if none exist, must have refresher training at least every three years;
- Possessing the competencies required to provide culturally and linguistically appropriate services;
- Responding to the needs of people returning to PBC after a period of incarceration;
- Understanding and speaking English to allow for effective communication;
- Maintaining professional demeanor at all times;
- Excellent verbal and written communication skills; and
- Excellent time management, problem solving and organizational skills.

**Case Management Services:** The essential case management services that may be performed by a qualified case manager include, but are not limited to —

- Perform outreach & recruitment activities for targeted reentry clients;
- Complete enrollment process for eligible reentry clients in RENEW;
- Engagement with reentry clients pre-release (recommended at least once every three months or based on need);
- Conduct and review the LSI-R assessment for each reentry client within 15 business days after enrollment. The minimum time utilized for conducting a LSI-R assessment of the program participant's shall be minimum 45 minutes;
- Conduct and review the Pre-Release Plan or Post-Release Plan for each reentry client within 15 business days after enrollment;
- Conduct the Initial Employment Readiness Assessment within 15 business days after enrollment;
- Conduct the Subsequent Employment Readiness Assessment upon program exit if the individual has an Initial Employment Readiness Assessment score identifying low job readiness. This re-assessment should occur only after the individual has engaged in services to increase their job readiness. This re-assessment should occur if the client faced some major barrier, such as rearrest or reincarceration, that would impact the individual's ability to obtain and maintain employment.;
- Track job retention for up to three months after program exit, if possible;
- Develop an individualized Post-Release Plan, based on the LSI-R results, Job Readiness Assessment, and in coordination with the reentry client within 15 business days after enrollment and updated accordingly. The Post-Release Plan should include short and long-term goals, as well as a focus for moving toward self-sufficiency and defining the process for achieving goals;
- Appropriately close-out reentry clients in RENEW upon program exit. There are three types of case closures, which are defined in the Case Management Checklist: 1. Administrative, 2) Unsuccessful, and 3) Successful;
- Case manager may re-assess criminogenic risk and needs about every six months after release from incarceration, or after a major event, to determine if dosage and intensity of services should be readjusted in accordance with fidelity;



- Case manager must complete the LSI-R for each client that is closed out of reentry program;
- Document reentry clients' progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary;
- Meet with reentry clients one-on-one or in group settings and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Correspond with reentry clients (via phone, email, etc.) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, ensure accountability, etc.;
- Facilitate cognitive behavioral programs;
- Organize family reunification events;
- Assist with obtaining and/or maintaining housing;
- Monitor treatment plan progress and evaluate multiple reports from service providers;
- Collaborate and communicate with employment consultant, job coach and/or community partners, when appropriate;
- Assist in the job search when relevant;
- Provide individualized job coaching services;
- Teach resume building skills and cover letter writing;
- Complete mock interviews/role playing;
- Form relationships with other employers and service providers;
- Refer and coordinate services for reentry clients to behavioral health counseling, substance use treatment, mental health treatment, when relevant;
- Provide services utilizing Harm Reduction and Trauma-Informed Care principles;
- Facilitate peer support groups and/or include opportunities for connects to peer specialists within programming;
- Facilitate Job Readiness Classes;
- Facilitate peer support groups and other group sessions (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.); Host pro-social activities, which must be pre-approved by PBC;
- Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
- Document all case progress notes in RENEW within three business days of service date
- Assist with felony registration;
- Complete Client Acknowledgement Forms;
- Identify the assets and barriers of clients through observation, interviews, case notes, collateral contacts, and other means;
- Assist with obtaining licenses/identifications;
- Transport and assist clients with vital appointments for transition (i.e. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
- Obtain bus passes and assist clients with coordinating transportation needs;
- Coordinate service needs with other community agencies;

- Provide prescription assistance;
- Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift cards as incentives;
- Assist clients with food stamps application;
- Coordinate services with probation officers;
- Prepare court reports, present evidence and testify at court hearings;
- Engage in advocacy on behalf of reentry client;
- Research and recommend resources based on clients' needs and desires;
- Provide crisis intervention as necessary;
- Provide individual support to reentry clients via home and job/site visits;
- Provide and coordinate services for crisis intervention and de-escalation;
- Facilitate industry recognized certification trainings;
- Receive and review referrals for new reentry clients;
- Complete case note documentation to ensure notes are detailed, comprehensive, address reentry participant's involvement with their plan and documents reentry clients' progress or lack thereof towards goal/objective attainment. Ensure a case note is completed for every contact made with the reentry client as well as for every contact made on behalf of a reentry client;
- Complete file reviews on a regular and recurring basis. Provide the process and schedule agency will utilize to complete file reviews. Ensure that the case files and client records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation. Ensure file is in compliance with regulations and requirements. Enter client updates and information into databases. Collect and calculate statistics by client and submit to referring agencies as directed;
- Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
- Advocate on behalf of reentry clients for other services within the community. This includes coordinating with substance use providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry clients homelessness;
- Provide transition materials, as well as, plan workshops, special events, and engage speakers;
- Serve as a liaison between program and other support agencies;
- Enter reentry clients' updates and information into monthly reports which are submitted in RENEW; and
- Provide and document regular, internal reviews of case files and client records for quality assurance and completion in accordance with agency and program standards.

**Pre-Release Case Management:** Including but not limited to —

- Frequent engagement with all reentry participants upon referral, including making initial direct contact with client at least 6 months prior to release and participation in Transition Conference calls/meetings that take place 60 days prior to release. Participation in Community Reentry Team (CRT) Meetings, occurring about 45

days prior to release, are mandatory for every youth. The contracted service provider must make at least three attempts at direct contact with youth prior to the individual's release date, unless the referral is made within 24 hours of the individual's release date, and document these attempts and contacts in RENEW;

- Frequent engagement with all reentry participants' family upon referral to the best of the case manager's ability, making initial contact with parent/guardian at least six months prior to release; including encouraging involvement in youth's residential treatment and multidisciplinary meetings;
- Conducting validated risk and needs assessments;
- Developing a Transition Plan, in conjunction with the various juvenile justice partners involved with youth; and
- Assistance with obtaining identification and access to critical documents.

**Pre-Release Case Management for locally-incarcerated youth:** in addition to basic pre-release case management & including but not limited to –

- Hosting a face-to-face orientation that explains reentry case management and client support services within at least 30 days of referral being made in RENEW. The contracted service provider must make at least three attempts at direct contact with youth prior to the individual's release date, unless the referral is made within 24 hours of the individual's release date, and document these attempts and contacts in RENEW;
- Frequent engagement with all reentry participants' family upon referral to the best of the case manager's ability, making initial contact with parent/guardian within at least 30 days of referral being made in RENEW; including encouraging involvement in youth's residential treatment, program visitation, and multidisciplinary meetings;
- Documenting contact with residential program case management, alternative education staff, and commitment probation officer, within 30 days of referral being made in RENEW.
- Advocate for and support the optimum programming track for youth as determined by residential evaluation, to include education, skill development, employment readiness, cognitive interventions, and other services targeting highest criminogenic needs.
- Attending the Community Reentry Team (CRT) Meeting or any other transitional meetings to create and begin implementation of the transition plan;
- Engaging with transitional planning & partners to coordinate services prior to and after release; and
- Assisting with family reunification and improving engagement with community supports.

**Post-Release Case Management:** including but not limited to –

- Coordinating with & attending multidisciplinary intake meetings and/or completing face-to-face program enrollment intake within 30 days of release;
- Engaging youth, family, and community supports in the transitional planning & implementation processes;

- Ensuring timely referrals are made for evidence-based services to address highest criminogenic needs of youth;
- Engaging in a multidisciplinary case review with community stakeholders to coordinate and ensure effective service delivery for youth, to include partners from probation, education, and other pertinent service providers;
- Coordinating and documenting internal case staffings with program supervisory staff at least once per month.

**Post-Release Client Support Services:** Including but not limited to —

- Cognitive Behavioral Programming;
- Transportation Assistance;
- Employment Assistance;
- Toiletries;
- Medical Financial Assistance;
- Financial Identification Assistance;
- Assistance with Obtaining Identification;
- Education Preparation Class;
- Substance Use Assessments;
- Substance Use Treatment;
- Mental Health Assessments;
- Mental Health Treatment;
- Transitional Housing;
- Vocational Training; and
- Pro-Social Activities.

**Program Evaluations and Contract Monitoring:** To ensure programs are achieving desired outcomes and implemented with fidelity, GGI must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration, quality of delivery, client responsiveness, and program differentiation. PBC reentry staff will periodically monitor contracts for compliance and GGI will submit an improvement action plan with included methodology on tracking programmatic improvements based on findings.

**Program Outcomes:** GGI must track the following performance metrics in RENEW, including but not limited to:

- Number of youth enrolled in reentry services
- Number and percent of youth enrolled in post-release reentry services who complete programming
- Number and percent of rearrests in PBC for youth enrolled in post-release reentry services
- Number and percent of youth enrolled in post-release reentry services who received pre-release contact at least six months prior to release
- Number and percent of youth enrolled in post-release reentry services and receiving:

- Cognitive behavioral intervention, based on identified need
- Substance use treatment, based on identified need
- Mental health treatment, based on identified need
- Employment training and job placement, based on identified need
- Transitional housing, based on identified need
- Transportation assistance, based on identified need

**Deliverables:**

1. Document the number of hours of services provided per client in RENEW. The records must be in sufficient detail to substantiate the services provided for each client.
2. Collect and input all required data in PBC's RENEW database within three business days of service delivery.
3. Submit Monthly Activity Reports in RENEW by the 22<sup>nd</sup> of each month for the previous month's activities.

**Terms and Conditions by Other Funding Sources:** GGI must adhere to the terms and conditions from all funding sources for reentry services. Including but not limited to:

- **Justice Assistance Grant (JAG) Funds:** The Subrecipient agrees to be bound by and to comply with the requirements of the Justice Assistance Grant (JAG), by and between PBC and the U.S. Department of Justice, as may be amended. The JAG, as may be amended, is incorporated herein by reference.

The JAG program replaced the Byrne Formula Grant and Local Law Enforcement Grant as the primary block grant funding stream for state and local criminal justice agencies. For more information, please visit <http://www.fdle.state.fl.us/Grants/Programs/JAG.aspx>.

- **Title 2, Part 200 Code of Federal Regulations (2 CFR § 200):** The Subrecipient shall comply with 2 CFR § 200, and the provisions of 2 CFR § 200, as amended, are incorporated herein by reference.

2 CFR § 200 strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", issued December 26, 2013. For more information, please refer to

[https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

FDLE Subaward Data<sup>1</sup>

(i)	Subrecipient Name	Gulfstream Goodwill Industries, Inc.
(ii)	Subrecipient Unique Entity Identifier:	59-1197040
(iii)	Federal Award Identification Number (FAIN):	Pending
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	Pending
(v)	Subaward Period of Performance Start Date:	10/1/2021
	Subaward Period of Performance End Date:	09/30/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$24,107
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$24,107
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$24,107
(ix)	Federal Award Project Description:	PBC Ex-Offender Reentry
(x)	Name of Federal Awarding Agency:	U.S. Dept. of Justice
	Name of Pass-Through Entity:	Florida Dept. of Law Enforcement - Palm Beach County Board of County Commissioners
	Contact Information for Federal Awarding Official:	
	Contact Information for Palm Beach County Authorizing Official:	Regenia Herring
	Contact Information for Palm Beach County Project Director:	Katherine Shover
(xi)	CFDA Number and Name:	16.738
(xii)	Identification of Whether Subaward is R&D:	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	0
(xiv)	DUNS	076985928

**Non-Compliance:** GGI will not be compensated for client support services or case management that fails to comply with this Scope of Work.

<sup>1</sup> This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

## Schedule of Payments

The Subrecipient will prepare and submit monthly invoices to the Palm Beach County Public Safety Department by the 22nd day of each month. Invoices must include the Acknowledgement of Services Forms for Client Support Services. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

## Budget Worksheet

A. PERSONNEL- Salaries and Benefits	
SUB-TOTAL PERSONNEL	
B. OPERATIONAL EXPENSES- Allowable expenses found in Compensation Chart	
Choice to Change (Professional Services), U.S. Department of Justice (DOJ) Justice Assistance Grant (JAG) - Florida Department of Law Enforcement (FDLE), CFDA# 16.738*	\$24,107.00
Case Management, Support Services, and/or Choice to Change (Professional Services), Ad Valorem - Youth Services Department**	\$236,765.00
Case Management Support Services and/or Choice to Change (Professional Services), Ad Valorem**	\$116,582.00
Operating, Ad Valorem***	\$23,650.00
SUB-TOTAL OPERATIONAL	\$401,104.00
C. CAPITAL EXPENDITURES	
SUB-TOTAL CAPITAL EXPENDITURES	
TOTALS	
A. PERSONNEL	
B. OPERATIONAL EXPENSES	\$401,104.00
C. CAPITAL EXPENSITURES	
TOTAL PROJECT BUDGET	\$401,104.00

\*U.S. DOJ and FDLE funding is for enrolled reentry participants incarcerated or released from the Department of Juvenile Justice or jail. Timeframe is 10/1/21 to 9/30/22.

\*\*Ad Valorem funding is for enrolled reentry participants incarcerated or released from the Department of Juvenile Justice or jail Timeframe is 10/1/21 to 9/30/22.

\*\*\*Out of Pocket Expenses referenced in Article 3c

COMPENSATION CHART- Services must be delivered in accordance with the chart below			
Case Management Services			
Category	Service	Rate	Requirements
Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$18.13 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and JJIS number for whom the service was provided.
Client Support Services: Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only			
Category	Service	Rate <i>(Recommended maximum thresholds)</i>	Requirements
Pre- or Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals. Participants and/or family members of participants may be eligible.	\$25.00 per participant and/or family member per month	Monthly incentives are based on the Case Manager's discretion. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Pre- or Post-Release Program Social Events/Activities	Events or activities organized by the program administration. Participants and/or family members of participants may join.	\$75.00 maximum per participant and/or family member per event/activity	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Post-Release Transportation	Daily Bus, Monthly Bus, Tri-Rail Passes, Uber/Lyft Cards, Bicycle, and Bicycle equipment	\$55.00 maximum per participant per month for bus passes, \$100.00 maximum per participant per month for Tri-Rail passes, \$300 maximum per participant for bicycle and bicycle equipment	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle and bicycle equipment, receipt for product along with program client acknowledgement form. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$300.00 maximum per participant	Receipt for product along with program client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i>
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$550 maximum per participant per week	Receipt of stipend along with client acknowledgement form and client "time" sheet. <i>(Cannot be reimbursed by FDLE funds)</i>
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	\$25 per participant per class	Receipt for stipend along with client acknowledgement form. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500.00 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes, defensive driving course (for reinstatement and maintenance of license).	\$250.00 maximum per participant/ Additional fees upon approval	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$300.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Education Preparation Class	Academic Instruction to Improve Basic Literacy (GED Instruction)	\$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$100.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	\$300.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	\$1,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Transitional Housing	Direct service or referral based	\$7,000.00 maximum per participant	Provided at a cost of \$35.00 per day, maximum of \$7,000.00 per participant; need for housing must be in transition plan
Pre- or Post-Release Vocational Training	Vocational job training	\$2,000.00 maximum per participant	Receipt for course registration and client acknowledgement form
Client Professional Services			
Category	Service	Rate	Requirements
Choice to Change	Facilitate Aggression Replacement Training (ART), provide opportunities for youth to complete community service hours, attend community service events with youth, and court advocacy	Not to exceed \$67,496	Invoice, timesheets, mileage form, client acknowledgement form, and/or sign-in sheets
Operating Expenses			
Category	Service	Rate	Requirements
Operating Costs	Communications, travel, training, office and program supplies, and copier expenses	Not to exceed \$23,650	Receipts, proof of payment to vendors or individuals