Agenda Item #: 3Q-1

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

	ACENDA ITEM COMMANT
Me	ting Date: September 13, 2022 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing
	artment: <u>Criminal Justice Commission</u> mitted For: <u>Criminal Justice Commission</u>
	I. EXECUTIVE BRIEF
Mot	on and Title: Staff recommends motion to:
A)	<b>approve</b> Contract for Consulting and Professional Services with the Southeast Florida Behavioral Health Network, Inc., a not-for-profit corporation, for the period of September 13, 2022 through September 13, 2023, in an amount not to exceed \$250,000 for the Frequent Utilizer - "Next Steps" pilot project as part of the John D. Catherine T. MacArthur Foundation Safety and Justice Challenge; and
B)	<b>authorize</b> the County Administrator or designee to execute any amendments, reports, or documents relating to this agreement on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office and within budgeted allocations.
Chereco pull and First and bas stated according training	Immary: Under the John D. and Catherine T. MacArthur Foundation's Safety and Justice Ilenge (SJC) project, the County, through its Criminal Justice Commission (CJC), has sived \$3.4 million in grant funding to 1) reduce local jail populations without compromising ic safety, and 2) identify and reduce racial and ethnic disparities in local jail populations criminal justice systems. The need to increase access to resources for participants at the t-Appearance hearings who are identified as "high systems users" with behavioral health substance abuse challenges and who cycle through jail for low-level offenses is apparent ed on previous Sequential Intercept Mapping exercises and input from criminal justice eholders. The Frequent Utilizer - "Next Steps" is a pilot project designed to increase ess to behavioral health support services such as, but not limited to, case management, a coordination, peer support, supportive housing, behavioral health treatment, vocational ling, transportation, emergency shelter and assistance applying for various public benefits. goals are to reduce recidivism, improve engagement in treatment, and increase nection to identified needs, thereby assisting them in stabilizing their lives. This pilot will reporate a "Housing First" strategy whereby case management focuses on helping the net identify, obtain and retain housing. Countywide (HH)
approximate approx	kground and Justification: In 2015, Palm Beach County was chosen out of 191 licants from across the country to be one of 20 partners in the SJC. In May 2015, the nty was awarded \$150,000 to develop strategies toward achieving the goals of safely ucing the local jail population and reducing racial and ethnic disparities in the jail population alm Beach County. An additional \$150,000 was awarded for planning in March 2016. In ober 2017, implementation funding in the amount of \$2 million was awarded to the CJC 2017-1709). In December 2019, an additional \$1.4 million in renewal funding was awarded the CJC to continue its work (R2020-0484; R2020-0485). Since the implementation of the project, the jail's average daily population in Palm Beach County has been reduced by roximately 18%; however, the racial and ethnic disparities in the jail population persist.
	<b>Ichment:</b> Contract for Consulting and Professional Services with the Southeast Florida Behavioral Health Network, Inc.

Department Director

**Assistant County Administrator** 

Recommended by:

Approved by:

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

В.

Fiscal Years	2022	2023	2024	2025	2026
Personal Services					
Operating Costs	\$0	\$250,000			
Grants & Aids					
External Revenues	\$0	(\$250,000)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)	0	0	0	0	0

Is Item Included In ీగ్రం గ్రామ్ Budget? Yes <u>X</u> No
Does this item include the use of federal funds? Yes No _X_
Budget Account Exp No: Fund 1513 Dept. 762 Unit 7722 Obj. 3401 Rev No: Fund 1513 Dept. 762 Unit 7722 Rev. 6694
Recommended Sources of Funds/Summary of Fiscal Impact: Fund: 1513 MacArthur Foundation's Safety and Justice Challenge \$1.4M Department: 767 – Criminal Justice Commission Grant Unit: 7722 – MacArthur Foundation \$1.4 M
Digitally signed by Marianela Diaz DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD, OU=Users, CN=Marianela Diaz, E=MDiaz@pbcgov, org Date: 2022,08.19 10:38:59-04'00'
III. REVIEW COMMENTS:
A. OFMB Fiscal and/or Contract Dev. and Control Comments:  OFMB 5/22
B. Legal Sufficiency  Assistant County Attorney
C. Other Department Review

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

**Department Director** 

#### CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, 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 SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK, INC. a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 27-1871869.

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

## **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of behavioral health 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 Katherine Shover, telephone no. 561-355-6877.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Becky Walker, telephone no. 561-484-5151.

#### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on September 13, 2022, and complete all services by September 13, 2023.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibits A and B (Forms 1-3).

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Two Hundred Fifty Thousand Dollars (\$250,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed

and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Five Thousand Dollars (\$5,000), 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 Il2.061, Florida Statutes. The reimbursable out-of-pocket expenses and costs provided for in this Article are included within the total not-to-exceed Contract amount provided for in Paragraph A above, and are not in addition to the not-to-exceed Contract amount.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "<u>final invoice</u>" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

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

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY

determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

## **ARTICLE 6 - PERSONNEL**

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as listed in Exhibit C, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

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

## **ARTICLE 7 - SUBCONTRACTING**

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

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

## **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

## **ARTICLE 10 - INSURANCE**

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

A. Commercial General Liability: CONSULTANT 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. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT 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 CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- E. Certificates 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 CONSULTANT 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, Article 26, or another address on agreement of the parties.

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**

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

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

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

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

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

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

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

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

## **ARTICLE 15 - EXCUSABLE DELAYS**

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

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

## **ARTICLE 16 - ARREARS**

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

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

## <u>ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP</u>

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

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

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

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

#### **ARTICLE 20 - ACCESS AND AUDITS**

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

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

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

## **ARTICLE 21 - NONDISCRIMINATION**

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

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information

in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

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

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

#### **ARTICLE 23 - SEVERABILITY**

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

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

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

or schedules of this Contract.

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

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

## **ARTICLE 26 - NOTICE**

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

Palm Beach County Criminal Justice Commission c/o Regenia Herring, Executive Director 301 North Olive Avenue, Suite 1001 West Palm Beach, Florida 33401

With copy to:

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

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

Southeast Florida Behavioral Health Network c/o Becky Walker, Chief Operating Officer 1070 East Indiantown Rd., Suite 408 Jupiter, Florida 33477

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

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

## **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and

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

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

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

## **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

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

## **ARTICLE 30 - SCRUTINIZED COMPANIES**

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

#### **ARTICLE 31 - PUBLIC RECORDS**

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

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

shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

#### ARTICLE 32 – COUNTERPARTS

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

## ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and 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 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 Page Intentionally Left Blank)

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

ATTEST: JOSEPH ABRUZZO CLERK AND COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS				
By:	By:				
<b>Deputy Clerk</b>	Mayor				
	CONSULTANT:				
	SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK, INC.:				
	By: Ann Berner				
	Ann Berner, Chief Executive Officer				

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Helene
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APPROVED AS TO TERMS AND CONDITIONS

Regenia
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Regenia Herring, Executive Director

#### **SCOPE OF WORK**

Term: September 13, 2022, through September 13, 2023.

#### **Background:**

The need to increase access to resources for participants at the First-Appearance hearings who are identified as "high systems users" with behavioral health challenges and who cycle through the jail for low-level offenses is apparent based upon previous Sequential Intercept Mapping exercises and input from criminal justice stakeholders.

Over a period of 14 days, a snapshot of this data was collected identifying 21 unique participants who meet these criteria. There is a gap in the capacity of resources to engage these participants who are repeatedly entering the jail, typically on low-level misdemeanor offenses, such as trespass and panhandling, have behavioral health needs, substance use disorders, and are quickly released. After discussions with representatives of the Public Defender's Office, Pretrial Services, Palm Beach County Reentry, Southeast Florida Behavioral Health Network (SEFBHN), the Palm Beach County Sheriff's Office (PBSO), the State Attorney's Office, and the judiciary, it is clear that this population of participants is underserved.

#### **Priority Population:**

Eligibility criteria: Participants are defined as individuals with 3 or more jail bookings in the 24-month period preceding a First-Appearance hearing at which they were sentenced to 10 days or less in jail or "time served". Participants are eligible if diagnosed with substance use disorder and/or mental health disorder or a history of mental health disorder.

Documentation of eligibility: All participants will be screened for eligibility. Supporting documentation of eligibility will be retained in each Client file.

#### Participants Served:

A minimum of 75 unduplicated participants will be provided services under this agreement.

#### **Program Description:**

The Frequent Utilizer - "Next Steps" is a pilot project designed to increase access to behavioral health support services such as but not limited to, case management, care coordination, peer support, supportive housing, behavioral health treatment, vocational training, transportation, emergency shelter and assistance applying for various public benefits. Next Steps will utilize a multidisciplinary team consisting of a Jail Release Navigator (JRN), Case Manager, and Peer Support Specialist. The goals are to reduce recidivism, improve engagement in treatment, and increase connection to identified needs, thereby assisting them in stabilizing their lives. This pilot

will incorporate a "Housing First" strategy whereby case management focuses on helping the client identify, obtain and retain housing.

The CONSULTANT will ensure the following components of the program are administered:

- A. The JRN shall identify participants prior to First-Appearance hearing by reviewing arrest records data provided by Pretrial services, information from SEFBHN, probable cause affidavits, and self-reporting of substance use and mental health disorders by the participant.
- B. The JRN will provide the Public Defender (PD) with the list of participants who are eligible to meet with the JRN prior to the First Appearance hearing and before 9:45 am. The PD can also identify and refer participants that are not on the list and qualify for the program.
- C. Eligible participants will be given an opportunity to meet with the JRN promptly after their First-Appearance hearing at the Gun Club facility and the West Detention Center (via video or phone). Once the participants agree to participate, they will be linked to the Case Manager and the Certified Recovery Peer Specialist. Many of these participants will be released and not participate in the pilot because they are not ready. These participants will be provided program and contact information for when they are ready.
- D. The JRN will complete a GAIN-SS assessment, and complete releases of information to allow the JRN to provide information to the Case Manager and other community providers as necessary to allow for coordination of support services, information and data sharing. The JRN will attempt to coordinate shelter, if necessary, for a 72-hour hold and obtain the client a Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) if the participant is homeless, arrange transportation, and finalize a transition plan.
- E. The JRN will have the participants sign a Release of Information form to allow the JRN to provide information to the Case Manager and other community providers, as necessary, to allow for coordination of support services, information, and data sharing.
- F. The JRN will hand the participant case to the Case Manager with an in-person introduction. If an in-person meeting is not possible, the JRN will offer a Zoom, video provided by PBSO, or a telephone introduction with the Case Manager. In the event the transition is not made, the JRN will set an appointment for follow-up with the participant within 24-48 hours.
- G. Case Manager shall meet with participants in person within 48 hours upon participant's release. If the participant is released from the Belle Glade facility, the first contact can be virtual or by telephone within 48 hours of release.
- H. Case Manager will work with the participant to create a recovery care plan;

- I. Case Manager will assist in obtaining necessary appointments for behavioral health services, assist with obtaining prescriptions and other medical needs, and ensure all services are linked to the participant's Jacket number in the monthly report and client files.
- J. Case Manager will assist with document acquisition/retrieval, such as chronicity, identification, birth certificate, income verification, housing status documentation, disability certification, etc.
- K. Case Manager will offer another opportunity to have the participant complete a VI SPDAT assessment or (refer to) a community partner, if applicable, for participants experiencing homelessness and document assessment in the Client Management Information System (CMIS) to allow for access to services through the Continuum of Care (COC);
- L. Case Manager will provide appropriate referrals to ensure participants are obtaining wrap-around services identified in treatment/care plans;
- M. Case Manager will identify benefits for which participants may be eligible, including, but not limited to Food Stamps, Healthcare District, Market Place Insurance, Social Security Income (SSI), Social Security Disability Income (SSDI) Access and Recovery (SOAR), and Veteran's Administration (VA) benefits;
- N. Case Manager will monitor and follow-up with participants and service providers to confirm timely completion of referrals and linkages, access to services, and maintenance of services;
- O. Case Manager will connect the participant to a certified recovery peer specialist who shall assist in the development and coordination of activities, programs, and resources that support the client;
- P. The Certified Recovery Peer Specialist shall provide participants with self-help advocacy, communication, and empowerment skills;
- Q. CONSULTANT will collaborate with the COUNTY and its research partner, Florida State University (FSU) College of Criminology and Criminal Justice, to provide requested data and program reports as needed to evaluate the program and all data should include a Jacket number for each participant;
- R. CONSULTANT will utilize, as they deem appropriate, its staff and behavioral health resources and funding to provide enhanced supportive services to participants; and
- S. CONSULTANT will maintain current accurate and comprehensive information in each participant's record to include all activities, contacts, and communications.

## **Outcomes:**

A. Outcome: Participants will not get a new arrest.

Indicator: 60% of participants will not recidivate while receiving program services within 12 months of program enrollment.

B. Outcome: CONSULTANT will increase access to substance use treatment/services.

Indicator: 50% of participants with substance use disorders will be linked to treatment and/or recovery support services as documented by the Case Managers case notes unless the participant is already receiving these services.

C. Outcome: CONSULTANT will increase access to mental health support services.

Indicator 50% of participants with mental health disorders will be connected to a mental health provider as documented by the Case Managers case notes unless the participant is already receiving these services.

D. Outcome: CONSULTANT will refer participants to supportive services.

Indicator: 100% of participants will be referred by the Case Manager to supportive services, which may include, but are not limited to, case management, peer support, supportive housing, behavioral health treatment, vocational training, transportation, emergency shelter, Healthcare District, Market Place Insurance, Social Security Income (SSI), Social Security Disability Income (SSDI) Access, or Veteran's Administration (VA) benefits as documented by Case Manager cases notes.

E. Outcome: Participants will receive stable or transitional housing.

Indicator: 50% of participants will be placed into housing, which can include, but is not limited to Housing Vouchers, Transitional Housing, placement into a shelter, and Permanent Stable Housing (PSH) as documented by the Case Managers case notes.

F. Outcome: CONSULTANT will ensure each participant has a recovery care plan.

Indicator: 100% of participants will work with the Case Manager to create a recovery care plan.

G. Outcome: CONSULTANT will ensure each participant has completed the GAIN-SS assessment.

Indicator: 100% of participants have completed the GAIN-SS assessment at the start of the program with the JRN

H. Outcome: CONSULTANT will ensure each participant has been improved behavioral health stressors.

Indicator: 60% of participants will have an improved score on the GAIN-SS assessment as evidenced by a decrease of at least 1 point from baseline (at intake) to 6 months and 12 months or completion.

## **Report Submission:**

The CONSULTANT shall provide monthly compliance reports for programmatic outcomes and a monthly reimbursement request form for fiscal reporting. The CONSULTANT shall use the outcomes and fiscal templates provided by the COUNTY demonstrated in Exhibit B. The forms attached at Exhibit B are incorporated into this agreement, and may be amended during the term of this agreement. CONSULTANT agrees to comply with the forms as amended.

#### SCHEDULE OF PAYMENTS

Payments to the CONSULTANT will be made on a monthly basis. CONSULTANT will send an invoice to the COUNTY'S Representative by the 5<sup>th</sup> of the month following the end of each month through the term of the contract. CONSULTANT will use Exhibit B Forms 1-3 to complete the monthly reimbursement request form and attach records that document all requested expense reimbursements, including, but not limited to, proof of personnel expenses such as timesheets, pay stubs, and other documentation that shows evidence of hours worked in the performance of the Scope of Services as described in this Agreement. In addition to, activity logs or monthly reports, receipts of travel, receipts of operating expenses, and receipts of other program costs.

## **BUDGET and DELIVERABLES**

Budget Line Item	Contract Amount
Salary & Benefits	\$134,000.00
Fringe Benefits	\$34,513.32
Operating Expenses	\$9,074.03
Other Program Costs	\$47,412.65
Administrative	\$25,000.00
TOTAL	\$250,000.00

## Deliverable(s) Required:

Deliverables shall be defined as the monthly compliance report and monthly reimbursement request form.





## EXHIBIT B, Form 2

# **Monthly Reimbursement Request Form**

Month	_ Year					
Project Name:	roject Name: Safety & Justice Challenge "Next Steps" Pilot Project					
Contractor Inform	nation:					
Name:						
Address:						
Telephone:						
Contact Person &	Геlephone:					
Items to be Reimbu	ursed (please attach all suppo	orting documentation)				
Salary & Benefits		\$				
Fringe Benefits		\$				
Operating Expense	rs	\$				
Other Program Co	sts	\$				
Administrative		\$				
	Total	\$				
	ertify that all information p documentation is attack	n requested above are in accordance with the signe hed.				
Authorized	Signature	Date				







# **Monthly Compliance Report**

Project N	ame: <u>Safet</u>	y & Jus	stice Chall	enge "Nex	kt Steps" P	<u>ilot Project</u>					
Month	Y	ear	<b>:</b>								
Date of Initial JRN engagement	Jacket Number	Score of GAIN-SS	Date of initial engagement with CM	How many engagements with CM for this	Date of initial engagement with Peer Support	How many engagements with Peer Support for this	Referrals for Participant	Any Additional Arrests after intake?	Is the client taking part in Medication Management	Was the client linked to a PCP	Is participant still engaged with CM at this
Please re	port your o	outcome	es achieved	for this	month.						
-	•	,	•			receiving pro	ogram services	within 12 mo	nths of progra	m enrollme	nt
•	•	•	•			nce use treati	ment/services				
_	•	,				l health supporved this mo					
•	•	•	•			ortive service					

Target: 75 of 75 (100%) Participant will complete a recovery care plan.
Actual for the month: of ( %) Total number served this month:
Target: 75 of 75 (100%) Participant will complete a GAIN-SS assessment at program intake.  Actual for the month: of ( %) Total number served this month:
Target: 45 of 75 (60%) Participant will be reassessed with an improved score on the GAIN-SS assessment at 6 months and then at completion of the program.  Actual for the month: of ( %) Total number served this month:  Actual for the month with improved scores: of ( %) Total number served this month:
Please list any program-specific challenges your agency experienced during this reporting period:
Please list any program-specific accomplishments your agency experienced during this reporting period:
Authorized Signature Date

#### **EXHIBIT C**

#### Staffing:

## 1. Jail Release Navigator (JRN) (Peer)

The JRN must be a Certified Recovery Peer Support (or eligible to earn the CRPS certification within six months of hire). The JRN will meet with the possible participants after their First Appearance. The JRN will provide program information for participants that qualify before their release from jail through release and their follow-up appointments with the community-based Case Manager. The JRN is responsible for completing the needs assessment (GAIN-SS assessment).

## 2. Case Manager

The Case Manager must have attained a minimum of a Bachelor's Degree in Rehabilitation, Social Services, Human Services, or a related field from an accredited college or university. This position will work closely with the JRN and provide participants with wrap-around case management services post-release. The Case Manager will link participants with services and assist with document acquisition/retrieval, such as chronicity, identification, birth certificate, income verification, housing status documentation, disability certification, etc.

## 3. Certified Recovery Peer Support

The peer support specialist must be a Certified Recovery Peer Support (or eligible to earn the CRPS certification within 6 months of hire). This position will assist in the development and coordination of activities, programs, and resources that support the client's recovery goals by providing self-help advocacy and empowerment.