

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 4, 2023                       Consent                       Regular  
    Ordinance                       Public Hearing

Department  
Submitted By: Youth Services Department  
Submitted For: Youth Services Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

**A)** a Contract for Consulting/Professional Services with Julia Dyckman Andrus Memorial, Inc. (d/b/a ANDRUS Sanctuary Institute) (ANDRUS), for recertification of the Palm Beach County Youth Services Department (YSD) as a trauma informed care provider using the Sanctuary Model<sup>SM</sup> (Sanctuary) in the amount of \$27,880, from April 4, 2023, through September 30, 2025; and

**B)** a Budget Transfer of \$7,889 in the General Fund from the Evidence-Based Programming unit (Unit 1451) to Trauma Informed Care unit (Unit 2900) to fund the cost associated with the Contract for year one.


**Summary:** In 2019, YSD's Highridge Family Center (Highridge) received its initial certification as a trauma informed care provider using the Sanctuary Model<sup>SM</sup>. In July 2020, the Board approved a Contract for Consulting/Professional Services with ANDRUS for the Sanctuary recertification of Highridge as well as Sanctuary certification of all of YSD. In September 2022, YSD received Sanctuary certification. Approval of this contract will continue the recertification process of YSD, which occurs every three (3) years. Countywide (HH)

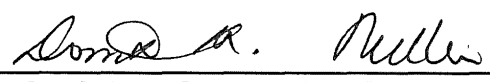
**Background and Justification:** On July 12, 2016, the Board approved a Contract for Consulting/Professional Services (R2016-0948) with ANDRUS to create an organizational and clinical shift to provide trauma-informed care for youth and families at Highridge, with the goal of receiving Sanctuary certification. In 2019, Highridge received its initial certification, and on July 14, 2020, the Board approved a Contract for Consulting/Professional Services (R2020-0887) for recertification of Highridge as a trauma informed care provider, as well as certification for all of YSD, both of which were achieved. This Contract provides for YSD's recertification process to continue as a trauma informed care provider.

**Attachments:**

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

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Recommended by:                       3/9/23  
   Department Director                      /Date

Approved by:                       3/22/2023  
   Assistant County Administrator                      /Date



## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Julia Dyckman Andrus Memorial, Inc. (d/b/a ANDRUS Sanctuary Institute), a New York domestic not-for-profit corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 132793295.

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

### ARTICLE 1 - SERVICES

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

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

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Stephanie Dambreville, Director of Business Operations (telephone no. 914-965-3700).

### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on April 4, 2023, and complete all services by September 30, 2025.

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

### 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 Twenty-Seven Thousand Eight Hundred Eighty Dollars (\$27,880). 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 Three Hundred Dollars (\$5,300), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes.
- D. The CONSULTANT is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 5<sup>th</sup> of each fiscal year. Any amounts not submitted by October 15<sup>th</sup>, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- F. In order to do business with Palm Beach County, the CONSULTANT is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If the CONSULTANT intends to use sub-consultants, the CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

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

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

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

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole

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

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

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

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

#### **ARTICLE 7 - SUBCONTRACTING**

The CONSULTANT shall not subcontract any portion of this Contract.

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

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

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

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

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

#### **ARTICLE 10 - INSURANCE**

The CONSULTANT shall 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 the COUNTY'S review or acceptance of insurance maintained by the CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under the Contract. The 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: The 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 the COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: The CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: The CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, the CONSULTANT 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, The 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, the 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 the 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 the 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 the COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, 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  
c/o Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

- F. Right to Revise or Reject: The COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

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

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

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

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

### **ARTICLE 13 - REMEDIES**

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

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

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

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

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

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

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

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



**ARTICLE 16 - ARREARS**

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

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

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

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

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

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

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 19 - CONTINGENT FEES**

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

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

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

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

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

## **ARTICLE 21 – NON-DISCRIMINATION**

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

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may

result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONSULTANT shall include this language in its subcontracts.

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

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

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

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

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

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

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

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

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

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

**ARTICLE 26 - NOTICE**

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

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

With copy to:

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

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

Julia Dyckman Andrus Memorial, Inc.  
d/b/a ANDRUS Sanctuary Institute  
Attn: Stephanie Dambreville, Director of Business Operations  
1156 North Broadway  
Yonkers, NY 10701

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Sections 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. The COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion

of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

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

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

#### **ARTICLE 30 - SCRUTINIZED COMPANIES**

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

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

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

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

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

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

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

**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.

**CONSULTANT:**

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

DocuSigned by:  
Heath I. Bloch  
AASAZE7OD29843B...  
Signature

Heath I. Bloch  
Typed Name

President & Chief Executive Officer  
Title

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

DocuSigned by:  
Helene C. Hvizd  
D233AA1DB87543B...  
By: \_\_\_\_\_  
County Attorney

DocuSigned by:  
Tammy K. Fields  
79C233C577C54D1...  
By: \_\_\_\_\_  
Youth Services Department

## EXHIBIT A

### SCOPE OF WORK

**Summary:**

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

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

**Project Description:**

The proposed Sanctuary Post Certification Program project will support the trauma responsive practice attained across all program operations, supporting with adherence to fidelity of the Model. This project will be effective through the Re-Certification in 2025.

**Objectives:**

Support the maintenance of shared knowledge and practice base for all Palm Beach County Youth Services Department staff, leadership and stakeholders.

Support in increasing capacity to provide trauma responsive services to adults, youth and families being served.

Support the trauma responsive culture that serves as a foundation for operations at every layer of the organization that will support positive organizational and clinical outcomes such as:

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

**Proposed Services:**

The Sanctuary Institute will provide Post Certification Services as follows:

1. One Annual On-site consultation in Phase 1 and Phase 2 \*
2. Two Annual Phone consultations in Phase 1 and Phase 2 \*
3. Network Days Registration at the Early Bird Rate for attendees, regardless of registration date
4. Re-Certification visit for three days, covering all program areas

\*These services are provided at no cost. Travel expenses to be invoiced separately as applicable.



**EXHIBIT B****SCHEDULE OF PAYMENTS**

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

**Phase 1 – FY2023 – April 4, 2023 through September 30, 2023**

<b>Service/Deliverables*</b>	<b>Estimated Completion**</b>	<b>Number of Services</b>	<b>Unit Cost</b>	<b>Total Service Cost</b>
Phone/Video Consultations****	September 2023	2	included	included
Annual On-Site Consultation****	September 2023	1	included	Included
<b>Annual Fee towards Re-Certification</b>	September 2023		\$6,264	\$6,264
<i>Estimated</i> Travel Expenses***	September 2023			\$1,200
<b>Additional Phone/Video Consultation (if needed)</b>		1	\$425	\$425

**Phase 2 – FY2024 – October 1, 2023 through September 30, 2024**

<b>Service/Deliverables*</b>	<b>Estimated Completion**</b>	<b>Number of Services</b>	<b>Unit Cost</b>	<b>Total Service Cost</b>
Phone/Video Consultations****	September 2024	2	included	included
Annual On-Site Consultation****	September 2024	1	included	Included
<b>Annual Fee towards Re-Certification</b>	September 2024		\$6,264	\$6,264
<i>Estimated</i> Travel Expenses***	September 2024			\$1,200
<b>Additional Phone/Video Consultation (if needed)</b>		1	\$425	\$425

**Phase 3 – FY2025 – October 1, 2024 through September 30, 2025**

<b>Service/Deliverables*</b>	<b>Estimated Completion**</b>	<b>Number of Services</b>	<b>Unit Cost</b>	<b>Total Service Cost</b>
<b>Re-Certification On-Site Visit</b>	September 2025	1	Included	included
<b>Final Fee for Re-Certification</b>	September 2025		\$8,352	\$8,352
<i>Estimated</i> Travel Expenses***	September 2025			\$2,900
<b>Additional Phone/Video Consultation (if needed)</b>		2	\$425	\$850

**TRAVEL RELATED EXPENSE \*\*\*: \$ 5,300**

**TOTAL CONTRACT AMOUNT: \$27,880**

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

\*\*Estimated Completion is the anticipated date of completion; however, claims will be based on quantities and unit cost within the contract year beginning April 4, 2023 to September 30, 2025.

\*\*\* All travel will be in accordance with County policy and Florida Statutes. Overall travel budget: up to \$ 5,300.

\*\*\*\*Fee for service is included in Re-Certification Cost. Travel Expenses are additional at the responsibility of the customer.

2023- 0579

BGEX 150 0308230000000001064

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/08/2023	REMAINING BALANCE
<u>EXPENDITURES</u>							
0001-154-1451-3401 Other Contractual Services	1,807,046	182,046	0	7,889	174,157	0	174,157
0001-154-2900-3140 Consultant Services *	0	0	7,889	0	7,889	0	7,889
<b>TOTALS</b>			7,889	7,889			

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

Signatures & Dates

*Chichele Deane*  
3/16/23

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF 04/04/2023

Deputy Clerk to the  
Board of County Commissioners