

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 6, 2026 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** the following Contracts to provide adult reentry case management and support services:
- 1) City of Riviera Beach (RB) in the amount of \$242,500 for the period retroactive to July 1, 2025 through June 30, 2026 utilizing funding from Florida Department of Corrections;
 - 2) RB in the amount of \$362,801 for the period retroactive to October 1, 2025 through September 30, 2026 utilizing ad valorem funding, and State Justice Assistance Grant; and
- B) **delegate authority** to County Administrator or designee to execute amendments and administrative documents associated with the above contracts that do not substantially change the scope of work, terms or conditions of the agreement, on behalf of the Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: Palm Beach County's (PBC) Public Safety Department Division of Justice Services contracts with providers to coordinate reentry services to those returning to PBC from incarceration. Providers are solicited and selected for a two (2) year period through a competitive procurement process, although funding is allocated on an annual basis. For FY 2026–2027, The Lord's Place and the RB were selected to receive funding for services such as pre and post release case management and client support services. The State of Florida FY 2025 – 2026 General Appropriations Act provided \$500,000 in non-recurring general revenue funds to the BCC for Adult Reentry Services. This funding supports the provider contracts who serve returning residents who are released from FDC facilities and return to PBC. **Continued on page 3.**

Background and Justification: PBC has developed a Strategic Plan for providing effective and coordinated reentry services to those returning from incarceration. The programs are intended to reduce recidivism among returning residents who are transitioning back to PBC as well as reduce future victimization, enhance public safety and improve the lives of communities, victims, and returning residents.

Attachments:

- 1) Contract with RB for Adult Reentry Services (w/ Exhibits A and B (2)
- 2) Contract with RB for Adult Reentry Services (w/ Exhibits A and B (2)

Recommended By: *Kubal Munkley* *12/15/25*
 Department Director Date

Approved By: Full 12/29/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2026	2027	2028	2029	2039
Personal Services					
Operating Expenses					
Grants & Aids	\$362,801				
External Revenues	(\$240,228)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$122,573*				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget?	Yes	X	No	
Is this item using Federal Funds?	Yes	X	No	
Is this item using State Funds?	Yes	X	No	

Budget Account Exp No: Fund 1436 Dept. 662 Unit 5707/7746/5699
Obj. 8101/8201 Prog. Var.
Rev No: Fund 1436 Dept. 662 Unit 5707/7746/5699
Rev. 6999/8249/8000 Prog. Var.

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

Fund: Justice Services Grant Fund

Unit: 5699 Adult Reentry – Ad Val

5707 FDC FY 25-26 – CPO \$500,000

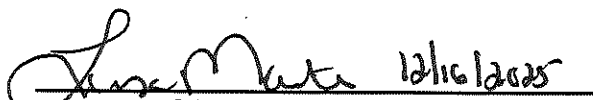
7746 JAG FDLE FY 26 Grant: State JAG Formula Grant \$240,228

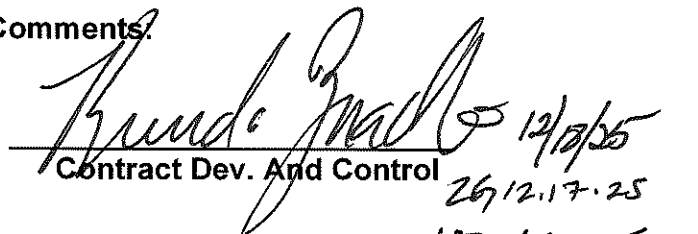
*The fiscal impact as it relates to the FDC funding was reflected on agenda item 3X-6 from 11/18/25. Ad Valorem includes a transfer from the General Fund of \$122,573. Though the contract is retroactive to July 1, 2025, there are no expenditures in FY25.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


OFMB MD 12/16


Contract Dev. And Control 26/12.17.25
12-17-25TD

B. Legal Sufficiency:


Assistant County Attorney 12/23/2025

C. Other Department Review:

Department Director

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

Summary: Continued from page 1.

Summary: Approximately 747 adults (352 Sago Palm Reentry Center and 395 Post Release) have been served by the County's Reentry Program in County FY 2025. This includes 156 prerelease new enrollments at Sago Palm and 237 post-release new enrollments. Separate contracts are necessary for each provider based on funding source and the beginning and ending dates of the County and the State fiscal years. Contracts utilizing funding from the State of Florida FY 2025–FY 2026 General Appropriations Act are retroactive to July 1, 2025 and contracts utilizing Ad Valorem and State JAG funds are retroactive to October 1, 2025. The delay was a result of the RB Beach's extensive contract review and execution process. **Countywide** (RS)

Revised 6/03/25

CONTRACT FORADULT REENTRY SERVICESCITY OF RIVIERA BEACH

This Contract is made as of the 6th day of January, 2026, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and CITY OF RIVIERA BEACH, a Municipality Located in the County _____ authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-6000417.

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

ARTICLE 1 - SERVICES

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

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

The ENTITY'S representative/liaison during the performance of this Contract shall be ORIE BULLARD, telephone no. 561-386-3513.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on JULY 1, 2025 and complete all services by JUNE 30, 2026. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on JULY 1, 2025, notwithstanding the date the contract is executed by the Board of County Commissioners

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

ARTICLE 3 - PAYMENTS TO ENTITY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of TWO HUNDRED FORTY- TWO THOUSAND FIVE HUNDRED Dollars (\$ 242,500). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will

bill the COUNTY on a monthly basis, no later than the 15th of the following month 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. Should this contract have approved subconsultant(s), the ENTITY shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed
NINETY-NINE THOUSAND Dollars
(\$ 99,000), 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 112.061, Florida Statutes.
- D. Contract Closeout Period. ENTITY shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. ENTITY's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to ENTITY after the expiration or termination of the contract.
- E. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- F. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the ENTITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If ENTITY is not self-insured, ENTITY shall, at its sole expense, purchase and maintain in full

force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should ENTITY purchase excess liability coverage, ENTITY agrees to include COUNTY as an Additional Insured.

The ENTITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should ENTITY contract with a third-party (sub-contractor) to perform any service related to the AGREEMENT, ENTITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include ENTITY and COUNTY as Additional Insureds. ENTITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the ENTITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the ENTITY of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, [City of Riviera Beach] shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the negligence of [City of Riviera Beach] in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This section shall survive termination or expiration of this Contract.

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ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

(Remainder of this page left blank on purpose)

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This

clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

Orie Bullard
City of Riviera Beach
2051 MLK JR BLVD, Suite #307
Riviera Beach, FL 33404

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The ENTITY, ENTITY'S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2013-1470, R2015-0572, and R2024-0549 as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY'S who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 31 - PUBLIC RECORDS

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

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

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

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

ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ENTITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY's subconsultant performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ENTITY 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. ENTITY 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 ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY 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, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

ATTEST:
MIKE CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

WITNESS:

Signature

Jennifer Boquin
Name (type or print)

Signature

Kyra Smith
Name (type or print)

ENTITY:

CITY OF RIVIERA BEACH
Company Name

Signature

Douglas Lawson
Typed Name

Mayor
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

Reviewed as to Legal Sufficiency

Dawn Wynn, City Attorney
(corp. seal)

Date: 11/17/2025

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director



Scope of Work

CONTRACT PERIOD: July 1, 2025 to June 30, 2026

PROGRAM NAME: PBC Reentry – City of Riviera Beach

FUNDING SOURCE(S): Florida Department of Correction

TARGET POPULATION: Reentry participants who are moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to Palm Beach County (PBC) upon release from the Florida Department of Corrections.

GEOGRAPHIC AREAS SERVED: Countywide

COMMISSION DISTRICT(S) OR COUNTYWIDE: Countywide

I. OVERVIEW: Palm Beach County (PBC Reentry) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities with the overall objective to reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety. PBC Reentry is the recipient of funding from the local, state, and federal levels.

By entering into this Contract, the City of Riviera Beach (RB) agrees that it is a sub recipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC). RB is subject to the terms and conditions for receipt of funds imposed by FDC and PBC Reentry.

EVIDENCE-BASED MODEL OR PROMISING PRACTICE: Yes or No

- | | |
|-----------------------------------|-----------------------------------|
| • Validated Risk/Needs assessment | • Relentless Engagement |
| • Motivational Interviewing | • Cognitive Behavior Intervention |
| • Risk-Needs-Responsivity | • Transitional Jobs |

OBSERVED NEED/RISK FACTOR(S) THAT WILL BE ADDRESSED:

- | | |
|------------------------|------------------------------------|
| • Education/Employment | • Substance Use |
| • Family/Marital | • Mental Health |
| • Leisure/Recreation | • Procriminal Attitude/Orientation |
| • Companions | • Antisocial Patterns |

II. CLIENT ELIGIBILITY: Eligible reentry participants must be moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. RB agrees to assess all referred reentry participants countywide for eligibility. Any individual walking in requesting services needs to be assessed by RB agency staff to determine eligibility. Reentry participants **MUST** have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management and general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job and transitional housing providers or approved external agencies providing services.

III. SERVICE RECORD AND DOCUMENTATION: RB must be able to document all service notes within three (3) business days unless otherwise determined by PBC Reentry. All documentation must be detailed and entered into the PBC Reentry selected case management database. Documentation includes, but is not limited to:

- Case notes;
- scanned intake;
- assessments;
- supervisory review notes;
- participant demographics;
- detainment location information (if applicable); and
- Any other paperwork/forms and other relevant information.

RB will be given access to the PBC Reentry selected case management database and be provided with tutorial trainings by PBC Reentry. The PBC selected case management database is currently RENEW but is subject to change.

UPLOADING DOCUMENTATION: Paperwork required by PBC Reentry must be scanned and uploaded into the PBC Reentry selected case management database and must remain unaltered. PBC Reentry contracted providers providing services requiring the use and submission of Client Acknowledgement Forms (CAFs) are required to keep the signed originals and must have them available for review by PBC Reentry at least twice annually.

When completing documented case notes, RB must ensure notes are dated, detailed, address reentry participants' involvement with their plan(s), and document reentry participants' progress or lack thereof towards goal/objective attainment. RB staff must ensure a case note is completed for every contact made with reentry participants and for every contact made on behalf of reentry participants. Each documented contact, event, and/or activity must be documented individually and dated.

All records must be maintained and accessible to PBC Reentry and PBC Reentry funders for seven (7) years following the end of the contract period.

IV. REQUIRED COORDINATION OF SERVICES/CROSS REFERRALS: RB must refer reentry participants for additional reentry services. RB agrees to refer reentry participants to primary

service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, and Transitional Housing Program services. RB must complete a documented referral for the requested service(s) from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is **mandatory**.

REFERRAL TO EXTERNAL AGENCIES: If primary PBC Reentry contracted service providers are unavailable to provide services, RB may refer reentry participants to external agencies for services. RB must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. RB must document the reason for referring a reentry participant to an external agency prior to referring a participant to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to:

- The service requested from the PBC contracted service provider is unavailable;
- The PBC contracted service provider did not respond to RB's referral in a timely manner; and
- The participant requested to work with another service provider for a particular reason.

For those service types where a PBC Contracted Service Provider is not available, RB will be required to have an active, executed Memorandum of Understanding (MOU) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

RB is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, and are reflected in the MOU. RB is responsible for conducting quality assurance monitoring at least once annually on each partnering agency used to provide services for participants served under this Contract. RB is responsible for documenting and reporting to PBC Reentry any findings of noncompliance with this Contract and any proposed and implemented corrective action.

V. REQUIRED MEETINGS AND EVENTS: RB will be required to meet with PBC Reentry program staff on a monthly basis, or at the PBC Reentry Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC Reentry's system. RB will be required to be involved with the PBC Reentry Task Force and should be available for other reentry trainings and events, as determined by PBC Reentry.

VI. PROGRAM EVALUATIONS AND PROGRAM MONITORING: To ensure programs are achieving desired outcomes and being implemented with fidelity, RB must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration and quality of service delivery, participant responsiveness, and program differentiation. PBC Reentry staff will monitor the Contract at least twice per year for compliance and, if items requiring corrective action are identified, RB must submit a Corrective Action Plan with included methodology on tracking programmatic improvements based on findings.

VII. NON-COMPLIANCE: RB will not be compensated for services that fail to comply with this Contract.

VIII. STAFF REQUIREMENTS: All RB reentry staff providing services must meet the below qualifications and requirements. RB must notify PBC Reentry of staff changes within 48 hours of the staff's hiring and/or last day of employment with RB.

Certified Peer Specialist Criteria

- Valid Florida Driver's License
- Training in Motivational Interviewing
- Professional demeanor at all times
- Ability to learn and use the RENEW database to document case notes
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilize their own unique experiences in order to guide and support others through one-on-one sessions or group meetings.

Case Manager Minimum Criteria

- Experience in social services related to the criminal justice and/or reentry system.
- Related Bachelor's degree or equivalent history of experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources related to the reentry system.
- Role dedicated and committed primarily to this program and its goals.

Case Manager Duties

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment and reassessment standards.
- Facilitate Cognitive Behavioral Intervention (CBI) or Moral Reconciliation Therapy (MRT) programs.
- Organize family reunification/engagement events.
- Monitor and update post-release plan progress monthly based on participant progress and reports from service providers.
- Host pro-social activities which must be pre-approved by PBC Reentry.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete Case Management Checklist.
- Collaborate and communicate with PBC Reentry contracted transitional housing programs to assist with obtaining and/or maintaining housing.

- Collaborate and communicate with PBC Reentry contracted transitional job program provider, employment consultant, job coach and/or community partners, when appropriate.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system
- Previous supervisory experience
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills
- Familiar with community resources relating to the reentry system
- Role dedicated and committed primarily to this program and its goals

Case Manager Supervisor Duties

- Complete initial 30-day and quarterly file reviews for the duration of the participant enrollment.
- Provide PBC Reentry with information and documentation regarding the file review process and the schedule RB uses to complete file reviews.
- Ensure that the case files and participant records are comprehensive, accurate, and complete.
- Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into the PBC Reentry selected databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Case Management Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I and/or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Case Manager and Case Manager Supervisor Training Requirements

All RB reentry staff providing services must meet the below training requirements, and provide certification of completion to PBC within ninety (90) business days of the execution of this Contract for current applicable staff or within ninety (90) business days of hire for new staff. If training/certification opportunities are unavailable within ninety (90) business days, RB must be able to provide documentation of when staff is scheduled to complete the training.

- Training in Motivational Interviewing;
- PBC Reentry selected risk/needs assessment certification;
- Certification in Moral Reconciliation Therapy (MRT) (RB may choose to select at least one designated employee to receive the MRT training);
- Cultural competency training;
- Training in PBC Reentry selected case management database;
- Any training as required by the Florida Department of Corrections.

IX. SERVICES:

A. Adult Pre-Release Case Management and General Client Support Services

The Regional and State Transitional Offender Reentry (RESTORE) initiative is a reentry program to serve adult reentry participants returning to Palm Beach County (PBC) from Sago Palm Reentry Center and other facilities.

Reentry participants assigned to Sago Palm Reentry Center by the FDC spend eighteen-to-sixty (18–60) months at the facility, where they receive job readiness, educational, life skills, substance use treatment family reunification, parenting, cognitive behavioral change, and victim impact programming.

Pre-release case managers housed at Sago Palm Reentry Center assess enrolled participants using a validated risk/needs tool, provide individual case management services, and assist participants to develop a transition plan. Approximately twelve (12) months before release, participants who have committed to participating in RESTORE are assigned a post-release case manager who works closely with the assigned pre-release case manager. The pre-release case manager is responsible for working and developing a relationship with pre-release participants while assisting the post-release case managers build a relationship with participants to ensure a seamless transition in services upon release.

RB will provide active case management and general client support services within the Sago Palm Reentry Center and be able to address reentry participant needs as they arise. Case management supervisors must complete an initial 30-day and quarterly file reviews for the duration of participant enrollment. Supervisors must regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. RB pre-release staff must maintain an office location in Sago Palm Reentry Center to provide regularly scheduled in-person orientations, program enrollment events, case management services, and client support services for reentry participants.

1. FDC ORIENTATION/ENGAGEMENT

- RB will present information showcasing the PBC Reentry Program in order to engage interested participants. This presentation must be coordinated with FDC.
- Selected engagement techniques must include in person presentations and videos including past participants, success stories and peer advocates/specialists as approved by FDC.

2. INTAKE/ENROLLMENT

- RB case managers will have five (5) business days from the orientation date to make meaningful contact with reentry participants.
- RB case managers must make contact with those attending the orientation as a follow-up to further review the program and discuss each potential participant's interest in enrolling in the program. A thorough review of the program process and mutual expectations must be discussed.
- The follow-up contact is time to develop rapport with potential participants and address any questions, goals, and concerns potential participants may have. RB case managers will also take this time to educate potential participants on the role and responsibilities of the case manager.
- Only individuals who have agreed to the terms of active participation and signed the PBC Reentry approved consent form may be enrolled as program participants.
- Individuals who have previously declined enrollment should be contacted quarterly to re-evaluate their interest in reentry services.
- All intake activities must be documented in the PBC Reentry selected case management database.

B. Adult Post-Release Case Management & General Client Support

RB must be able to provide case management and general client support services within a reasonable amount of time as determined by PBC Reentry. Case management supervisors must staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

Case management providers are responsible for the coordination of external services, managing a caseload and supporting the goals and achievement of reentry participants. Case management providers must implement, provide and/or coordinate pro-social events/activities, program incentives, transportation services, employment assistance, medical financial assistance, substance use assessments/education, financial identification assistance, post-release education preparation classes, technology needs assistance, and other basic needs assistance.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B."

1. OUTREACH/ENGAGEMENT

Initial Referral

Individuals will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other state prisons/work release programs, and/or jails. The referral process and required services for each referral sources are as follows:

- **Sago Palm Reentry Center**
 - Referred to post-release services at least one (1) year prior to projected release date of participant unless there are extenuating circumstances.

- Attempted face-to-face contact with participants at least once per month. If face-to-face contact is not possible, the reason will be documented in the participant record.
 - Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities
 - Participate in onsite events when available
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have and educate participants on the role and responsibilities of the post-release case manager
 - Discuss housing needs and availability at least one (1) month prior to projected release date of participant, if needed.
 - Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date of participant.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment.
- **Other state prisons/work release facilities**
 - Referred to post-release services one (1) year prior to projected release date of individual.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to contact the individual's FDC classification officer to schedule a date and time for direct contact with referred individuals.
 - Case manager must make direct contact with individual no more than thirty (30) days from date of referral in order to discuss reentry services and prepare for the participant's needs upon release.
 - The contracted service provider must make at least (3) three reasonable attempts to make direct contact with individual prior to their release date, document these attempts, and direct contract with the individual's contacts in the PBC Reentry selected case management database. The three (3) attempts must not be completed in the same business day.
 - Within six-to-twelve (6–12) months of their projected release date, post-release case managers must contact individuals to develop rapport and address any questions, goals, and concerns participants may have. Educate individuals on the role and responsibilities of the post-release case manager and develop a transition plan.
 - Discuss housing needs and availability at least one (1) month prior to projected release date of individual, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date.

- At least two (2) days before individuals' release, the post-release case manager must contact participants to schedule an in person post-release intake appointment and confirm arrangements to meet with individuals for an intake appointment.
- Participate in in-person outreach events to regional prisons
- **Jail**
 - For individuals released from jail, contracted service providers have five (5) business days from the PBC Reentry referral to meet with the individual in person or, when in person is not possible, virtually, to set up an intake appointment upon release and discuss reentry services. If an in-person meeting is not possible, providers must clearly document the reasonable extenuating circumstance(s) preventing the in-person meeting. Unless the jail referral is made within twenty-four (24) hours of the individual's release date, the contracted service provider must make at least three (3) attempts at contact prior to the individual's release date, and document these attempts and contacts in the PBC Reentry selected case management database. Attempts must occur at least once per week for three (3) weeks.

Pausing Participant Intake Referrals: RB may reserve the right to pause participant intake referrals based on RB's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, RB must provide PBC Reentry with data showing that RB direct services staff are documenting at least 60% of their work hours to deliver direct services to participants. RB will be responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if RB's reentry staff's documented direct service hours drops to less than 60% of their work hours.

RB must maintain a physical presence in PBC's rural western region. This region includes Belle Glade, Pahokee, South Bay, Lake Harbor, Canal Point, and the surrounding areas. RB must have case management staff provide outreach, intake, and direct services to participants at a physical location in this region at least once per week. RB is responsible for finding a suitable location to provide these services.

2. INTAKE/ENROLLMENT

The participant intake and enrollment process will vary depending on whether RB case managers have made either pre-release contact or not made pre-release contact. Instances where pre-release contact was not made may include participant walk-ins, referrals from another agency, and other circumstances where pre-release contact was not possible.

If pre-release contact has been made with participants, RB case managers must:

- Complete an intake appointment based on a scheduled case manager and participant agreed upon time and location.
- Make weekly attempts to schedule, arrange for, and complete in-person intake with participants within thirty (30) days, based on participant need. All attempts

must be documented individually in the PBC Reentry selected case management database describing the communication attempt method. Participant needs regarding scheduling must also be documented.

- Complete all required PBC Reentry mandated and agency required intake forms during the scheduled in-person intake and upload forms into the PBC Reentry selected case management database.
- Complete the official enrollment process in PBC Reentry selected case management database.
- Document all intake/enrollment activities in the PBC Reentry selected case management database.

If pre-release contact was not made, RB case managers must:

- Make three (3) attempts to schedule, arrange for, and complete in-person intake with participants within ninety (90) days, based on participant need. All attempts must be documented individually in the PBC Reentry selected case management database describing the communication attempt method. The participant's needs regarding scheduling must also be documented.
- Complete all required PBC Reentry mandated and agency required intake forms during the scheduled in-person intake and upload the forms into the PBC Reentry selected case management database.
- Complete the official enrollment process in PBC Reentry selected case management database.
- Document all intake/enrollment activities in the PBC Reentry selected case management database.

C. Case Management

1. ASSESSMENT AND RELEASE PLANS

RB must complete the below assessments/release plans or develop an Individualized Reentry Plan (IRP) that encompasses the below assessments/release plans:

- **PBC Reentry selected risk/needs assessment:** To be completed within fifteen (15) business days of enrollment with a duration of at least forty-five (45) minutes
- **Post-Release Plan:** To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- **Transition Plan (Sago Palm Reentry Center participants):** To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- Generate dosage tracker in PBC Reentry selected case management database
- Based on the results of the validated risk and needs assessment, as well as the reentry participants' Post-Release Plan, Transition Plan, and other assessments/plans, RB will provide the following recommended program hours with reentry participants and must document dosage hours in the PBC Reentry selected case management database:

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

2. **CASE MANAGEMENT SERVICES**

The essential case management services that must be provided by a qualified case manager include the following:

- Meet with all enrolled participants at least twice per month for a minimum of thirty (30) minutes (at least one meeting must be in person during the first ninety (90) days)
- Meet and communicate with reentry participants (e.g. phone, email) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, and ensure accountability.
- Document reentry participants’ progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary.
- Facilitate cognitive behavioral programs.
- Contact family members via phone or home visits to introduce them to the PBC Reentry Program and engage them to act in a supportive role to the reentry participant when they are released.
- Organize family reunification/engagement events if possible.
- Collaborate and communicate with PBC Reentry contracted Adult Pre-Release Case Management & General Client Support Services providers to facilitate a smooth transition between pre-release to post-release case management services for reentry participants.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.
- Provide/coordinate life skill classes, job skill assessment, and training, off-site counseling services, and other services deemed necessary to resolve reentry participants’ homelessness, if applicable.
- Assist in participants’ job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing
- Transport and assist participants with vital appointments for transition (e.g. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps).
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- Provide court advocacy and accompaniment, if applicable and available.

D. Adult Post-Release Transitional Job Program**1. TRANSITIONAL JOB PROGRAM**

Transitional job programs provide hands-on employment training through the implementation of a designated transitional job to provide experiential learning, build skills and experience, coupled with a cognitive behavioral intervention (CBI). Ultimately, these temporary, subsidized transitional jobs help individuals secure and maintain unsubsidized employment and prepare for long-term success in the labor market. RB will provide CBI to reentry participants.

2. PROGRAM MANAGEMENT

Transitional job placements/programs must include a position description with a clearly defined supervisor. This supervisor must communicate with PBC Reentry at least monthly regarding the status of transitional job participants. RB must maintain records for the transitional job participants and ensure that wages, employer's share of federal Social Security and Medicare taxes, unemployment, and worker's compensation insurance are paid, if applicable. Wages and/or stipends must be approved in writing by PBC Reentry.

Additionally, the RB host site(s) must ensure that participant timesheets are filled out accurately and in a timely manner. RB is responsible for training host site(s) and holding host site(s) accountable for transitional job program goals, rules, and policies. RB is expected to work closely with PBC Reentry and PBC Reentry contracted service providers to ensure high quality service delivery.

RB will demonstrate their knowledge of transitional jobs as a workforce strategy that combines time-limited wage paying jobs, skill development and supportive services to transition participants rapidly and successfully into the labor market. RB's transitional job programs will reflect a flexible evolving design comprised of core fundamental elements combined with elements tailored to the target population. These elements include: orientation and assessment, life skills and job readiness, career pathways planning, job placement, and additional client support and incentives.

3. CAREER SERVICES

The transitional job provider must provide career and supportive services. Transitional jobs programs should clearly specify the structure for the provision of career and supportive services, should be developed to meet local job market demands, and should also assist and prepare reentry participants for realistic job opportunities.

Career and supportive services include:

- Assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, and supportive service needs.
- Job search and placement assistance.
- Career counseling, including the provision of labor market information.

- Referral to PBC Reentry contracted service providers and/or PBC Reentry approved external agencies to meet work readiness and supportive service needs, including child care.
- Additional services as defined by the Workforce Innovation and Opportunity Act (WIOA) section 134 (c).

4. **TRANSITIONAL JOB AND PAY**

Transitional jobs provided must be time limited to up to six (6) months or as approved by PBC Reentry and require at least fifteen (15) but not more than forty (40) hours of work per week. All transitional jobs must pay at least the Florida minimum wage.

RB's transitional job program will not require background checks for PBC Reentry participants entering the program.

5. **HOST SITES**

RB must be able to be a host site or have access to a host site to provide transitional job placements. RB may have multiple host sites but must provide day-to-day supervision of the transitional job participants while on site. Any use of external host sites to expand RB's transitional job program requires pre-approval by PBC Reentry and RB must develop a Memorandum of Understanding or agreement with each host site clearly defining rules and responsibilities. Host sites may be developed on an on-going basis with PBC Reentry approval. RB must provide PBC Reentry with host site location(s), hours of operation, and any classroom programming details.

E. **Participant Closeout**

RB case management staff are responsible for appropriately closing out reentry participants in the PBC Reentry selected case management database upon program exit. There are three (3) types of case closures:

1. **Successful Discharge**

- A program participant must meet all of the following criteria to be successfully discharged from the re-entry program:
 - The program participant must have successfully complied with all program requirements;
 - The program participant must have made satisfactory progress toward the goals of their Plan of Care/Pre or Post Release Plan (at least 75% post-release plan goals completed in the PBC Reentry selected case management database); and
 - The program participant must have obtained maximum benefit from the Program as determined by their case manager.

2. **Unsuccessful Discharge**

- This occurs if the discharge is a result of any of the following criteria:
 - Violation of Program rules;
 - Failure to meet the requirements of a successful discharge as outlined above; or

- Three (3) documented unexcused absences from scheduled reentry appointments.
- The decision to unsuccessfully discharge a program participant must be made by the primary case manager in consultation with the probation officer, if applicable, based on reasons stated above. The supporting rationale must be clearly documented in the PBC selected case management database.

3. Administrative Discharge

- This discharge implies neither success nor failure in the reentry program. Reasons a program participant being administratively discharged from the Program include, but are not limited to:
 - A medical or mental health condition prohibiting a participant from continued participation in the program;
 - A determination that the participant is not in need of reentry services;
 - Participant is no longer interested in receiving reentry services;
 - Participant's sentence ends;
 - Death of the participant; or
 - Other approved reasons outside of the control of the participant or Program and unrelated to Program compliance.

The decision to administratively discharge a program participant must be made by the primary case manager. The supporting rationale must be clearly documented in the PBC selected case management database.

X. SUPPLEMENTAL MATERIALS:

RB staff who provide services under this Contract must review the supplemental materials provided/recommended by PBC Reentry. These documents include, but are not limited to:

- Case Management Checklist;
- Pro-Social Activities Pre-Approval Form;
- Case Note Format;
- Client Acknowledgement Form;
- PBC selected case management database User Manual;
- Client Release of Information Form; and
- Reentry Provider Client Intake Form.

The above checklists and forms are included herein by reference and may be amended from time to time and are required to be used and uploaded into the PBC selected case management database system as directed by PBC Reentry.

XI. OUTCOMES:

Benchmarks (Reported Monthly)

- 90% of individuals referred prior to release have been contacted pre release
- # of enrollments

- # of participants receiving MRT
- # of participants receiving transitional housing
- # of participants who received rental assistance
- # of administrative closures
- # of unsuccessful closures
- # of successful closures
- # of active participants rearrested

Aspirational Program Outcomes (Reported Quarterly)

- 80% of participants will show a reduction in risk.
- 80% of participants will avoid rearrests for at least one (1) year after release.
- 75% of participant with an assessed need for educational or employment services will engage in employment and/or educational services.
- 70% of participants will remain active in the program or will be successful or administratively discharged from the program.
- 75% of participants with an assessed need for healthcare services and/or public benefits will enroll in healthcare services and/or public benefits.
- 65% of participants with an assessed need for substance use and/or mental health services will engage in substance use and/or mental health services.

Aspirational Participant Satisfaction (Reported Quarterly)

- Average participant satisfaction of score of at least 4.0 on a scale of 1.0 to 5.0 in the domains of “appropriateness/quality of care” and “involvement in treatment.”
- Average participant satisfaction score of at least 4.0 on a scale of 1.0 to 5.0 in the domain of “functional satisfaction.”
- Average participant satisfaction score of at least 4.0 on a scale of 1.0 to 5.0 in the domain on “social connectedness.”

Transitional Job (Reported Quarterly)

- # of participants enrolled in the Transitional Job Program.
- 70% of participants will obtain employment upon completion of the Transitional Job program.
- 65% of participants will retain employment for at least 6 months after job placement.

Grassroots Agencies (Reported Quarterly)

- # of scheduled mentorship sessions held with Grassroots agencies vs planned.
- # of opportunities (e.g. trainings, grants, networks, tools) shared.
- # of systems/processes (e.g., Standard Operating Procedures, strategic plans) developed or improved with mentor input.

Reentry Task Force Subcommittee Meetings

- Any data pertaining to PBC Reentry participants and services as requested by designated Reentry Task Force Subcommittees.

XII. REPORT SUBMISSION SCHEDULE: Monthly outcomes report, due by the 15th of the month following the month of activity.

XIII. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES: RB must adhere to the following terms and conditions from all funding sources for reentry services:

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

XIV. SUBCONTRACTS MINIMUM REQUIREMENTS: RB must incorporate the terms and conditions of this Contract into any subcontract. Attached starting on next page.

FY 26 SCHEDULE OF PAYMENTS

To accommodate program needs, the County may reallocate funding within the RB budget between service categories without amending this Contract.

RB will prepare and submit complete and accurate monthly invoices electronically via SAMIS for all service categories to the PBC Reentry Public Safety Department (PSD) by the 15th day of the subsequent month. Invoices will be reviewed and approved by PBC Reentry's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the PBC PSD Finance Division for payment. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

RB will incur a financial penalty of 10% deducted from the total invoice amount if RB submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from RB causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon RB. In the event that PBC Reentry or its Finance Department returns invoices to RB for revisions or additional information, RB must within 2 business days resubmit returned invoices.

RB must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse RB for

FY 26 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS

RB will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Pre-Release Case Management & General Client Support Services, Post-Release Case Management & General Client Support Services invoices, Transitional Job Program and Transitional Housing Program invoices.

Pre-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Post-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Required FDC Trainings

TLP must provide documentation that shows staff attended mandatory trainings, such as dated and signed sign in sheets, mileage, and department e-mails. Staff may be reimbursed for travel time and training. Per FDC purchase order this will be categorized as an administrative expense and must be pre-approved by PBC staff.

Transitional Job Program: RB must include the CAFs, cleared checks showing proof of payment for participant wages, sign in sheets for RB facilitated CBI group classes/activities and timesheets from reentry participants. Timesheets must include reentry participant's name, pay period dates, hours worked on the job site and hours completed in weekly CBI classes. Timesheets must be dated and signed by the reentry participant and the host site supervisor or designated transitional job program staff.

FY 25 BUDGET WORKSHEET

A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	
Case Management Unit Cost, Florida Department of Corrections (FDC), CSFA# 70.011*	\$143,500.00
Support Services, Florida Department of Corrections (FDC), CSFA# 70.011*	\$53,000.00
SUBTOTAL PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	\$196,500.00
B. TRANSITIONAL JOB PROGRAM	
Transitional Job Program Services	\$41,000.00
SUBTOTAL TRANSITIONAL JOB PROGRAM	\$41,000.00
D. ADMINISTRATIVE FEES	
Trainings required by the Florida Department of Corrections	\$5,000.00
SUBTOTAL ADMINISTRATIVE FEES	\$5,000.00
TOTALS	
A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	\$196,500.00
B. TRANSITIONAL JOB PROGRAM	\$41,000.00
D. ADMINISTRATIVE FEES	\$5,000.00
TOTAL PROJECT BUDGET	\$242,500.00

*FDC funding is for enrolled reentry participants incarcerated or released from FDC.
Timeframe is 7/1/25 to 6/30/26

COMPENSATION CHART- Services must be delivered in accordance with the chart below			
Case Management Services			
Category	Service	Rate	Requirements
Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Client must be within five (5) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided.
Peer Specialist Unit Cost	The Peer Specialist uses their own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings.	\$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Client must be within five (5) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided.
Client Support Services: Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only			
Category	Service	Rate (Maximum thresholds apply to FDC funding ONLY)	Requirements
Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals.	\$25.00 per participant per month	Monthly incentives are based on the Case Manager's discretion. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Post-Release Pro-Social Events/Activities	Events or activities organized by the program administration	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride)	\$75.00 maximum per participant per month for bus passes, \$175.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum per participant for Ride-Sharing	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle, scooter, bicycle/scooter equipment and ride-sharing, receipt along with program client acknowledgement form. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$500.00 maximum per participant	Receipt for product along with program client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i>
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$550 maximum per participant per week	Receipt of stipend along with client acknowledgement form and client "time" sheet <i>(Cannot be reimbursed by FDLE funds)</i>
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	\$25 per participant per class	Receipt for stipend along with client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500.00 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes (for reinstatement and maintenance of license).	\$350.00 maximum per participant	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$750.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Education Preparation Class	Academic instruction to improve Basic Literacy (GED Instruction)	\$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to address misuse of drugs and alcohol	\$300.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Treatment	Substance Abuse Treatment (Individual or Group counseling)	\$2,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	\$2,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Transitional Housing	Direct service or referral based	\$10,000.00 maximum per participant	Maximum of \$10,000 per participant; need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing.
Post-Release Emergency Housing	Direct service or referral based	\$1,500.00 maximum per participant	Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgment form.
Pre- or Post-Release Vocational Training	Vocational job training	\$3,500.00 maximum per participant	Receipt for course registration and client acknowledgement form

CONTRACT FOR

ADULT REENTRY SERVICES
CITY OF RIVIERA BEACH

This Contract is made as of the 6th day of January, 2026, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and CITY OF RIVIERA BEACH, a Municipality Located in the County authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-6000417.

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

ARTICLE 1 - SERVICES

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

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

The ENTITY'S representative/liaison during the performance of this Contract shall be ORIE BULLARD, telephone no. 561-386-3513.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on OCTOBER 1, 2025 and complete all services by SEPTEMBER 30, 2026. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on OCTOBER 1, 2025, notwithstanding the date the contract is executed by the Board of County Commissioners

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

ARTICLE 3 - PAYMENTS TO ENTITY

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED ONE Dollars (\$ 362,801). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will

bill the COUNTY on a monthly basis, no later than the 15th of the following month 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. Should this contract have approved subconsultant(s), the ENTITY shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed
SEVENTY-ONE THOUSAND FOURTEEN Dollars
(\$ 71,014), 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. Contract Closeout Period. ENTITY shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. ENTITY's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to ENTITY after the expiration or termination of the contract.
- E. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.
- F. In order to do business with Palm Beach County, ENTITY'S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the ENTITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If ENTITY is not self-insured, ENTITY shall, at its sole expense, purchase and maintain in full

force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should ENTITY purchase excess liability coverage, ENTITY agrees to include COUNTY as an Additional Insured.

The ENTITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should ENTITY contract with a third-party (sub-contractor) to perform any service related to the AGREEMENT, ENTITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include ENTITY and COUNTY as Additional Insureds. ENTITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the ENTITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the ENTITY of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, [City of Riviera Beach] shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the negligence of [City of Riviera Beach] in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This section shall survive termination or expiration of this Contract.

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Revised 6/03/25

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

(Remainder of this page left blank on purpose)

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the ENTITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the ENTITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ENTITY retaliate against any person for reporting instances of such discrimination. The ENTITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The ENTITY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This

clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ENTITY shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

Orie Bullard
City of Riviera Beach
2051 MLK JR BLVD, Suite #307
Riviera Beach, FL 33404

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The ENTITY, ENTITY'S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2013-1470, R2015-0572, and R2024-0549 as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ENTITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ENTITY shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the ENTITY or its subcontractor(s) terminates an employee who has been issued a badge, the ENTITY must notify the COUNTY within two (2) hours. At the time of termination, the ENTITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 31 - PUBLIC RECORDS

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

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

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

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

ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ENTITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ENTITY's subconsultant performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ENTITY 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. ENTITY 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 ENTITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ENTITY's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ENTITY to terminate its contract with the subconsultant and ENTITY shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, ENTITY 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, ENTITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

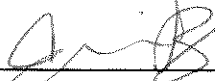

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

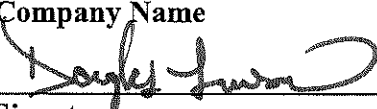
ATTEST:
MIKE CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

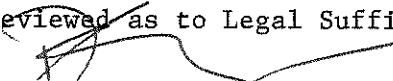
By: _____
Sara Baxter, Mayor

WITNESS:

Signature
Jennifer Boquinn
Name (type or print)

Signature
Kyra Smith
Name (type or print)

ENTITY:
CITY OF RIVIERA BEACH
Company Name

Signature
Douglas Lawson
Typed Name
Mayor
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  12/23/2025
County Attorney

Reviewed as to Legal Sufficiency

Dawn Wynn, City Attorney
Date: 11/17/2025
(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

Scope of Work

CONTRACT PERIOD: October 1, 2025 to September 30, 2026

PROGRAM NAME: Palm Beach County (PBC) Reentry – City of Riviera Beach

FUNDING SOURCE(S): U.S. Department of Justice’s State Justice Assistance Grant (JAG) through the Florida Department of Law Enforcement (FDLE) and County Ad Valorem

TARGET POPULATION: Reentry participants who are moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC upon release from incarceration.

GEOGRAPHIC AREAS SERVED: Countywide

COMMISSION DISTRICT(S) OR COUNTYWIDE: Countywide

I. OVERVIEW: Palm Beach County (PBC Reentry) provides reentry services through a voluntary program that is data-driven and evidence-based. Reentry services help reintegrate individuals returning from incarceration into the community by creating opportunities with the overall objective to reduce recidivism, increase the number of people who successfully complete the reentry program, and increase public safety. PBC Reentry is the recipient of funding from the local, state, and federal levels.

By entering into this Contract, the City of Riviera Beach (RB) agrees that it is a sub recipient of the funds provided to PBC from the Florida state appropriation through the Florida Department of Corrections (FDC), U.S. Department of Justice’s Federal Justice Assistance Grant (JAG), and/or the U.S. Department of Justice’s State JAG through the Florida Department of Law Enforcement (FDLE). RB is subject to the terms and conditions for receipt of funds imposed by those entities.

EVIDENCE-BASED MODEL OR PROMISING PRACTICE: Yes or No

- Validated Risk/Needs assessment
 - Motivational Interviewing
 - Risk-Needs-Responsivity
- Relentless Engagement
 - Cognitive Behavior Intervention
 - Transitional Jobs

OBSERVED NEED/RISK FACTOR(S) THAT WILL BE ADDRESSED:

- Education/Employment
 - Family/Marital
 - Leisure/Recreation
 - Companions
- Substance Use
 - Mental Health
 - Procriminal Attitude/Orientation
 - Antisocial Patterns

II. CLIENT ELIGIBILITY: Eligible reentry participants must be moderate-to-high risk of recidivating based on a PBC selected validated risk/needs assessment, sentenced to incarceration, and returning to PBC Reentry upon release from incarceration. Eligible reentry participants may include walk-ins, referrals by PBC Reentry, and referrals by other reentry service providers. RB agrees to assess all referred reentry participants countywide for eligibility. Any

individual walking in requesting services needs to be assessed by RB agency staff to determine eligibility. Reentry participants **MUST** have completed the intake and assessment/evaluation process with a PBC Reentry contracted case management and general client support services provider and be actively receiving case management services prior to receiving services from PBC Reentry contracted transitional job and transitional housing services providers or approved external agencies providing services.

III. SERVICE RECORD AND DOCUMENTATION: RB must be able to document all service notes within three (3) business days unless otherwise determined by PBC Reentry. All documentation must be detailed and entered into the PBC Reentry selected case management database. Documentation includes, but is not limited to:

- Case notes;
- Scanned intake;
- Assessments;
- Supervisory review notes;
- Participant demographics;
- Detainment location information (if applicable); and
- Any other paperwork/forms and relevant information.

RB will be given access to the PBC Reentry selected case management database and be provided with tutorial trainings by PBC Reentry. The PBC selected case management database is currently RENEW but is subject to change.

UPLOADING DOCUMENTATION: Paperwork required by PBC Reentry must be scanned and uploaded into the PBC Reentry selected case management database and must remain unaltered. PBC Reentry contracted providers providing services requiring the use of and submission of Client Acknowledgement Forms (CAFs) are required to keep the signed originals and must have them available for review by PBC Reentry to review at least twice annually.

When completing documented case notes, RB must ensure notes are dated, detailed, address reentry participants' involvement with their plan(s), and document reentry participants' progress or lack thereof towards goal/objective attainment. RB staff must ensure a case note is completed for every contact made with reentry participants and for every contact made on behalf of reentry participants. Each documented contact, event, and/or activity must be documented individually and dated.

All records must be maintained and accessible to PBC Reentry and PBC Reentry funders for seven (7) years following the end of the contract period.

IV. REQUIRED COORDINATION OF SERVICES/CROSS REFERRALS: RB must refer reentry participants for additional reentry services. RB agrees to refer reentry participants to primary service providers contracted by PBC Reentry for Adult Reentry Case Management services, Transitional Job Program services, and Transitional Housing Program services. RB must complete a documented referral for the requested services from the primary PBC Reentry contracted service providers. Working with other contracted service agencies is **mandatory**.

REFERRAL TO EXTERNAL AGENCIES: If primary PBC Reentry contracted service providers are unavailable to provide services, RB may refer reentry participants to external agencies for services. RB must obtain written confirmation from primary PBC Reentry contracted service providers that services through their programs are unavailable prior to referring reentry participants to external agencies. RB must document the reason for referring a reentry participant to an external agency prior to referring a participant to external agencies. Reasons for referring a participant to an external agency may include, but not be limited to:

- The service requested from the PBC contracted service provider is unavailable;
- The PBC contracted service provider did not respond to RB's referral in a timely manner; and
- The participant requested to work with another service provider for a particular reason.

For those service types where coordination with a PBC Contracted Service Provider has not been established, RB will be required to have an active, executed Memorandum of Understanding (MOU) with utilized external agencies, which must be approved in writing by PBC Reentry prior to use.

RB is responsible for ensuring that all utilized external agencies with an executed MOU comply with all applicable terms and conditions of this Contract at all times, as reflected in the MOU. RB is responsible for conducting quality assurance monitoring at least once annually on each partnering agency used to provide services for participants served under this Contract. RB is responsible for documenting and reporting to PBC Reentry any findings of noncompliance with this Contract and any proposed and implemented corrective action.

V. REQUIRED MEETINGS AND EVENTS: RB will be required to meet with PBC Reentry program staff on a monthly basis, or at the PBC Reentry Criminal Justice Program Manager's discretion, to provide program updates and strategize on how to improve PBC Reentry's system. RB will be required to be involved with the PBC Reentry Task Force and should be available for other reentry trainings and events, as determined by PBC Reentry.

VI. PROGRAM EVALUATIONS AND PROGRAM MONITORING: To ensure programs are achieving desired outcomes and being implemented with fidelity, RB must monitor and evaluate whether or not the program adheres to the program model as intended by the developers of the intervention. This includes evaluating adherence, exposure/duration and quality of service delivery, participant responsiveness, and program differentiation. PBC Reentry staff will monitor contracts at least twice per year for compliance. If items requiring corrective action are identified, RB will submit a Corrective Action Plan with included methodology on tracking programmatic improvements based on findings.

VII. NON-COMPLIANCE: RB will not be compensated for services that fail to comply with this Contract.

STAFF REQUIREMENTS: All RB reentry staff providing services must meet the below qualifications and requirements. RB must notify PBC Reentry of staff changes within 48 hours of the staff's hiring and/or last day of employment with RB.

Certified Peer Specialist Criteria

- Valid Florida Driver's License;
- Training in Motivational Interviewing;
- Professional demeanor at all times;
- Ability to learn and use the RENEW database to document case notes;
- Certified by the Florida Certification Board

Certified Peer Specialist Duties

- Utilizes use their own unique experiences in order to guide and support others through one-on-one sessions or group meetings.

Case Manager Minimum Criteria

- Experience in social services related to the criminal justice and/or reentry system.
- Related Bachelor's degree or equivalent history of experience.
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills.
- Familiar with community resources related to the reentry system.
- Role dedicated and committed primarily to this program and its goals.

Case Manager Duties

- Provide transition materials, plan and host workshops, plan and host special events, and engage appropriate speakers for workshops and special events.
- Serve as a liaison between program and other support agencies.
- Assist participants with employment placement as appropriate, and track employment retention while participant is receiving services.
- Enter participant updates and information into the PBC Reentry selected database as needed.
- Assess and reassess criminogenic risk and needs based on required PBC Reentry selected risk/needs assessment reassessment standards.
- Facilitate cognitive behavioral intervention or Moral Reconation Therapy (MRT) programs
- Organize family reunification/engagement events.
- Monitor and update post-release plan progress monthly, based on participant progress and reports from service providers.
- Host pro-social activities, which must be pre-approved by PBC Reentry.
- Assist with felony registration, if applicable, and document attempts and services achieved. Document if felony registration is not applicable.
- Complete Case Management Checklist.
- Collaborate and communicate with PBC Reentry contracted transitional housing programs to assist with obtaining and/or maintaining housing.
- Collaborate and communicate with PBC Reentry contracted transitional job program provider, employment consultant, job coach and/or community partners, when appropriate.
- Collaborate and communicate with mental health providers to assist with obtaining mental health services when relevant.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and 2 years of experience in social services relating to the criminal justice and/or reentry system
- Previous supervisory experience
- Excellent verbal and written communication skills, time management, problem solving, and organizational skills
- Familiar with community resources relating to the reentry system
- Role dedicated and committed primarily to this program and its goals

Case Manager Supervisor Duties

- Complete initial 30 day and quarterly file reviews on a recurring basis for the duration of the participant enrollment.
- Provide PBC Reentry with information and documentation regarding the file review process and the schedule RB uses to complete file reviews.
- Ensure that the case files and participant records are comprehensive, accurate, and complete.
- Ensure required forms and files are in compliance with funder rules and requirements.
- Enter participant updates and information into the PBC Reentry selected databases as needed.
- Collect and calculate statistics by participant and submit to referring agencies as needed.

Case Management Background Check Requirements

RB staff must be able to pass Level I and/or Level II FDC background checks initiated by the Florida Department of Corrections (FDC) prior to receiving credentials to work in a correctional environment. The requirements for Level I and/or Level II background checks are:

- FDC Level-I
 - Staff who have no duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-I criminal background check and review of staff credentials. The Level-I must be performed by FDC.
- FDC Level-II
 - Staff who do have duties within a correctional facility must request approval from FDC to work. The process includes an FDC Level-II criminal background check and review of staff credentials. The Level-II must be performed by FDC.

Case Manager and Case Manager Supervisor Training Requirements

All RB reentry staff providing services must meet the below training requirements, and provide certification of completion to PBC within ninety (90) business days of the execution of this Contract for current applicable staff or within ninety (90) business days of hire for new staff. If training/certification opportunities are unavailable within ninety (90) business days, RB must be able to provide documentation of when staff is scheduled to complete the training.

- Training in Motivational Interviewing.
- PBC Reentry selected risk/needs assessment certification.
- Certification in Moral Reconation Therapy (MRT) (RB may choose to select at least one designated employee to receive the MRT training).

- Cultural competency training.
- Training in PBC Reentry selected case management database.
- Any training as required by the Florida Department of Corrections.

IX. SERVICES:

A. Adult Pre-Release Case Management and General Client Support Services

The Regional and State Transitional Offender Reentry (RESTORE) initiative is a reentry program to serve adult reentry participants returning to Palm Beach County from Sago Palm Reentry Center and other facilities.

Reentry participants assigned to Sago Palm Reentry Center by the FDC spend eighteen-to-sixty (18–60) months at the facility where they receive job readiness, educational, life skills, substance use treatment, family reunification, parenting, cognitive behavioral change, and victim impact programming.

Pre-release case managers housed at Sago Palm Reentry Center assess enrolled participants using a validated risk/needs tool, provide individual case management services, and assist participants to develop a transition plan. Approximately twelve (12) months before release, participants who have committed to participating in RESTORE are assigned a post-release case manager who works closely with the assigned pre-release case manager. The pre-release case manager is responsible for working and developing a relationship with pre-release participants while assisting the post-release case managers build a relationship with participants to ensure a seamless transition in services upon release.

RB will provide active case management and general client support services within the Sago Palm Reentry Center and be able to address reentry participant needs as they arise. Case management supervisors must complete an initial 30-day and quarterly file reviews for the duration of participant enrollment. Supervisors must regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. RB pre-release staff must maintain an office location in Sago Palm Reentry Center to provide regularly scheduled in-person orientations, program enrollment events, case management services, and client support services for reentry participants.

1. FDC ORIENTATION/ENGAGEMENT

- RB will present information showcasing the PBC Reentry Program in order to engage interested participants. This presentation must be coordinated with FDC.
- Selected engagement techniques must include in person presentations and videos including past participants, success stories and peer advocates/specialists as approved by FDC.

2. INTAKE/ENROLLMENT

- RB case managers will have five (5) business days from the orientation date to make meaningful contact with reentry participants.
- RB case managers must make contact with those attending the orientation as a follow-up to further review the program and discuss each potential participant's

rev. 8.21.25

interest in enrolling in the program. A thorough review of the program process and mutual expectations must be discussed.

- The follow-up contact is time to develop rapport with potential participants and address any questions, goals, and concerns potential participants may have. RB case managers will also take this time to educate potential participants on the role and responsibilities of the case manager.
- Only individuals who have agreed to the terms of active participation and signed the PBC Reentry approved consent form may be enrolled as program participants.
- Individuals who have previously declined enrollment should be contacted quarterly to re-evaluate their interest in reentry services.
- All intake activities must be documented in the PBC Reentry selected case management database.

B. Adult Post-Release Case Management & General Client Support

RB must be able to provide case management and general client support services within a reasonable amount of time as determined by PBC Reentry. Case management supervisors must staff and review cases monthly to evaluate the effectiveness of services, collaborate with PBC Reentry contracted reentry providers, and ensure contract compliance.

Case management providers are responsible for the coordination of external services, managing a caseload and supporting the goals and achievement of reentry participants. Case management providers must implement, provide and/or coordinate pro-social events/activities, program incentives, transportation services, employment assistance, medical financial assistance, substance use assessments/education, financial identification assistance, post-release education preparation classes, technology needs assistance, and other basic needs assistance.

Substance use providers are required to be compliant with the Client Eligibility, Service Records and Documentation, Terms and Conditions by Other Funding Sources, and Reimbursement Rates sections outlined in "Exhibit B."

1. OUTREACH/ENGAGEMENT

Initial Referral

Individuals will be assigned to agencies by the PBC Reentry Program office. Referrals for post-release reentry services may come from the Sago Palm Reentry Center, other state prisons/work release programs, and/or jails. The referral process and required services for each referral source are as follows:

- Sago Palm Reentry Center
 - Referred to post-release services at least one (1) year prior to projected release date of participant unless there are extenuating circumstances
 - Attempted face-to-face contact with participants at least once per month
 - If face-to-face contact is not possible, the reason will be documented in the participant record

- Collaborate with pre-release case management agency regarding pre- to post-release transition planning at least six (6) months prior to projected release date and document activities
 - Participate in onsite events when available
 - Take time to develop rapport with participants and address any questions, goals, and concerns participants may have
 - Educate participants on the role and responsibilities of the post-release case manager
 - Discuss housing needs and availability at least one (1) month prior to projected release date of participant, if needed
 - Confirm housing arrangement status no more than one (1) week prior to the projected release date of participant.
 - At least two (2) days before participant release, the post-release case manager must contact participants to schedule an in-person post-release intake appointment and confirm arrangements to meet with participants for intake appointment
- **Other state prisons/work release facilities**
 - Referred to post-release services one (1) year prior to projected release date of participant.
 - For individuals released from FDC facilities, contracted service providers will have fifteen (15) business days upon referral from PBC Reentry to contact the individual's FDC classification officer to schedule date and time for direct contact with referred individuals.
 - Case Manager must make direct contact with individual no more than thirty (30) days from date of referral in order to discuss reentry services and prepare for the individuals' needs upon release.
 - The contracted service provider must make at least three reasonable attempts to make direct contact with individual prior to their release date and document these attempts, and direct contract with the individual's contacts in the PBC Reentry selected case management database.
 - The three (3) attempts must not be completed in the same business day.
 - Within six-to-twelve (6–12) months of their projected release date, post-release case managers must contact individuals to develop rapport and address any questions, goals, and concerns participants may have. Educate participants on the role and responsibilities of the post-release case manager and develop a transition plan.
 - Discuss housing needs and availability at least one (1) month prior to projected release date of participant, if needed. Case managers must confirm housing arrangement status no more than one (1) week prior to the projected release date of participant.
 - At least two (2) days before individuals' release, the post-release case manager must contact individuals to schedule an in person post-release intake

appointment and confirm arrangements to meet with individuals for an intake appointment

- Participate in in-person outreach events to regional prisons.

- **Jail**

- For individuals released from jail, contracted service providers have five (5) business days from the PBC Reentry referral to meet with the individual in person or, when in person is not possible, virtually, , to set up an intake appointment upon release and discuss reentry services. If an in-person meeting is not possible, providers must clearly document the reasonable extenuating circumstance(s) preventing the in-person meeting. Unless the jail referral is made within 24 hours of the individual's release date, the contracted service provider must make at least three (3) attempts at contact prior to the individual's release date, and document these attempts and contacts in the PBC Reentry selected case management database. Attempts must occur at least once per week for three (3) weeks.

Pausing Participant Intake Referrals: RB may reserve the right to pause participant intake referrals based on RB's reentry staff capacity and PBC Reentry approval. To pause participant intake referrals, RB must provide PBC Reentry with data showing that RB direct services staff are documenting at least 60% of their worked hours to deliver direct services to participants. RB will be responsible for updating and submitting this supporting data to PBC Reentry monthly in order to continue to pause participant intake referrals. Participant intake referrals must resume if RB's reentry staff's documented direct service hours drops to less than 60% of their worked hours.

RB must maintain a physical presence in PBC's rural western region. This region includes Belle Glade, Pahokee, South Bay, Lake Harbor, Canal Point, and the surrounding areas. RB must have case management staff provide outreach, intake, and direct services to participants at a physical location in this region at least once per week. RB is responsible for finding a suitable location to provide these services.

2. INTAKE/ENROLLMENT

The participant intake and enrollment process will vary depending on whether RB case managers have made either pre-release contact or not made pre-release contact. Instances where pre-release contact was not made may include participant walk-ins, referrals from another agency, and other circumstances where pre-release contact was not possible.

If pre-release contact has been made with participants, RB case managers must:

- Complete an intake appointment based on a scheduled case manager and participant agreed upon time and location.
- Make weekly attempts to schedule, arrange for, and complete in-person intake with participants within thirty (30) days, based on participant need. All attempts must be documented individually in the PBC Reentry selected case management

database describing communication attempt method. Participant needs regarding scheduling must also be documented.

- Complete all required PBC Reentry mandated and agency required intake forms during the scheduled in-person intake and upload forms into the PBC Reentry selected case management database.
- Complete the official enrollment process in PBC Reentry selected case management database.
- Document all intake/enrollment activities in the PBC Reentry selected case management database.

If pre-release contact was not made, RB case managers must:

- Make three (3) attempts to schedule, arrange for, and complete in-person intake with individuals within ninety (90) days, based on individual need. All attempts must be documented individually in the PBC Reentry selected case management database describing communication attempt method. Individual needs regarding scheduling must also be documented.
- Complete all required PBC Reentry mandated and agency required intake forms during the scheduled in-person intake and upload the forms into the PBC Reentry selected case management database.
- Complete the official enrollment process in PBC Reentry selected case management database.
- Document all intake/enrollment activities in the PBC Reentry selected case management database.

C. Case Management

1. ASSESSMENT AND RELEASE PLANS

RB must complete the below assessments/release plans or develop an Individualized Reentry Plan (IRP) that encompasses the below assessments/release plans:

- **PBC Reentry selected risk/needs assessment:** To be completed within fifteen (15) business days of enrollment with a duration of at least forty-five (45) minutes.
- **Post-Release Plan:** To be completed within three (3) business days of completing the risk/needs assessment but no more than fifteen (15) business days from date of enrollment.
- **Transition Plan (Sago Palm Reentry Center participants):** To be started at least six (6) months prior to projected release date and completed in conjunction with the assigned post-release services case manager.
- Generate dosage tracker in PBC Reentry selected case management database
- Based on the results of the validated risk and needs assessment, as well as the reentry participants' Post-Release Plan, Transition Plan, and other assessments/plans, RB will provide the following recommended program hours with reentry participants and must document dosage hours in the PBC Reentry selected case management database:

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

2. **CASE MANAGEMENT SERVICES**

The essential case management services that must be provided by a qualified case manager include the following:

- Meet with all enrolled participants at least twice per month for a minimum of thirty (30) minutes (at least one meeting must be in person during the first ninety (90) days).
- Meet and communicate with reentry participants (e.g. phone, email) and use motivational interviewing skills to check-in on progress, referrals for service coordination, provide support, and ensure accountability.
- Document reentry participants’ progress toward achieving goals in the Post-Release Plan, and provide support and changes where necessary.
- Facilitate cognitive behavioral programs.
- Contact family members via phone or home visits to introduce them to the PBC Reentry Program and engage them to act in a supportive role to the reentry participant when they are released.
- Organize family reunification/engagement events if possible.
- Collaborate and communicate with PBC Reentry contracted adult pre-release case management & general client support services providers to facilitate a smooth transition between pre-release to post-release case management services for reentry participants.
- Identify and coordinate vocational, GED/literacy, and job training skills for successful participant transition.
- Assist with obtaining licenses/identifications.
- Advocate on behalf of reentry participants for other services within the community.
- Provide/coordinate life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve reentry participants’ homelessness, if applicable.
- Assist in participants’ job search when relevant and provide individualized job coaching services including resume building skills and cover letter writing, and complete mock interviews/role playing.
- Transport and assist participants with vital appointments for transition (e.g. attending court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps).
- Obtain bus passes and assist participants with coordinating transportation needs.
- Provide prescription assistance.
- Request and provide assistance to address the basic needs of participants, such as clothing, toiletries, tools, and gift cards as incentives.
- Assist participants with food stamps application.
- Coordinate services with probation officers, if applicable.
- Provide court advocacy and accompaniment, if applicable and available.

D. Adult Post-Release Transitional Job Program**1. TRANSITIONAL JOB PROGRAM**

Transitional job programs provide hands-on employment training through the implementation of a designated transitional job to provide experiential learning, build skills and experience, coupled with a cognitive behavioral intervention (CBI). Ultimately, these temporary, subsidized transitional jobs help individuals secure and maintain unsubsidized employment and prepare for long-term success in the labor market. RB will provide CBI to reentry participants.

2. PROGRAM MANAGEMENT

Transitional job placements/programs must include a position description, with a clearly defined supervisor. This supervisor must communicate with PBC Reentry, at least monthly, regarding the status of transitional job participants. RB must maintain records for the transitional job participants and ensure that wages, employer's share of federal Social Security and Medicare taxes, unemployment, and worker's compensation insurance are paid, if applicable. Wages and/or stipends must be approved in writing by PBC Reentry.

Additionally, the RB host site(s) must ensure that participant timesheets are filled out accurately and in a timely manner. RB is responsible for training host site(s) and holding host site(s) accountable for transitional job program goals, rules, and policies. RB is expected to work closely with PBC Reentry and PBC Reentry contracted service providers to ensure high quality service delivery.

RB will demonstrate their knowledge of transitional jobs as a workforce strategy that combines time-limited wage paying jobs, skill development and supportive services to transition participants rapidly and successfully into the labor market. RB's transitional job programs will reflect a flexible evolving design comprised of core fundamental elements combined with elements tailored to the target population. These elements include: orientation and assessment, life skills and job readiness, career pathways planning, job placement, and additional client support and incentives.

3. CAREER SERVICES

The transitional job provider must provide career and supportive services. Transitional jobs programs should clearly specify the structure for the provision of career and supportive services, should be developed to meet local job market demands, and should also assist and prepare reentry participants for realistic job opportunities.

Career and supportive services include:

- Assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, and supportive service needs.
- Job search and placement assistance.
- Career counseling, including the provision of labor market information.

- Referral to PBC Reentry contracted service providers and/or PBC Reentry approved external agencies to meet work readiness and supportive service needs, including child care.
- Additional services as defined by the Workforce Innovation and Opportunity Act (WIOA) section 134 (c).

4. **TRANSITIONAL JOB AND PAY**

Transitional jobs provided must be time limited to up to six (6) months or as approved by PBC Reentry and require at least fifteen (15) but not more than forty (40) hours of work per week. All transitional jobs must pay at least the Florida minimum wage.

RB's transitional job program will not require background checks for PBC Reentry participants entering the program.

5. **HOST SITES**

RB must be able to be a host site or have access to a host site to provide transitional job placements. RB may have multiple host sites but must provide day-to-day supervision of the transitional job participants while on site. Any use of external host sites to expand RB's transitional job program requires pre-approval by PBC Reentry and RB must develop a Memorandum of Understanding or agreement with each host site clearly defining rules and responsibilities. Host sites may be developed on an on-going basis with PBC Reentry approval. RB must provide PBC Reentry with host site location(s), hours of operation, and any classroom programming details.

E. **Participant Closeout**

RB case management staff are responsible for appropriately closing out reentry participants in the PBC Reentry selected case management database upon program exit. There are three (3) types of case closures:

1. **Successful Discharge**

- A program participant must meet **all** of the following criteria to be successfully discharged from the re-entry program:
 - The program participant must have successfully complied with all program requirements;
 - The program participant must have made satisfactory progress toward the goals of their Plan of Care/Pre or Post Release Plan (at least 75% post-release plan goals completed in the PBC Reentry selected case management database); **and**
 - The program participant must have obtained maximum benefit from the Program as determined by their case manager.

2. **Unsuccessful Discharge**

- This occurs if the discharge is a result of **any** of the following criteria:
 - Violation of Program rules;
 - Failure to meet the requirements of a successful discharge as outlined above;**or**

- Three (3) documented unexcused absences from scheduled reentry appointments.
- The decision to unsuccessfully discharge a program participant must be made by the primary case manager in consultation with the probation officer, if applicable, based on reasons stated above. The supporting rationale must be clearly documented in the PBC selected case management database.

3. Administrative Discharge

- This discharge implies neither success nor failure in the reentry program. Reasons a program participant being administratively discharged from the Program include, but are not limited to:
 - A medical or mental health condition prohibiting a participant from continued participation in the program;
 - A determination that the participant is not in need of reentry services;
 - Participant is no longer interested in receiving reentry services;
 - Participant's sentence ends;
 - Death of the participant; or
 - Other approved reasons outside of the control of the participant or program and unrelated to program compliance.

The decision to administratively discharge a program participant must be made by the primary case manager. The supporting rationale must be clearly documented in the PBC selected case management database.

X. SUPPLEMENTAL MATERIALS:

RB staff who provide services under this Contract must review the supplemental materials provided/recommended by PBC Reentry. These documents include, but are not limited to:

- Case Management Checklist;
- Pro-Social Activities Pre-Approval Form;
- Case Note Format;
- Client Acknowledgement Form;
- PBC selected case management database User Manual;
- Client Release of Information Form; and
- Reentry Provider Client Intake Form.

The above checklists and forms are included herein by reference and may be amended from time to time and are required to be used and uploaded into the PBC selected case management database system as directed by PBC Reentry.

XI. OUTCOMES:

Benchmarks (Reported Monthly)

- 90% of individuals referred prior to release have been contacted pre release
- # of enrollments
- # of participants receiving MRT
- # of participants receiving transitional housing

- # of participants who received rental assistance
- # of administrative closure
- # of unsuccessful closures
- # of successful closure
- # of active participants rearrested

Aspirational Program Outcomes (Reported Quarterly)

- 80% of participants will show a reduction in risk.
- 80% of participants will avoid rearrests for at least one (1) year after release.
- 75% of participant with an assessed need for educational or employment services will engage in employment and/or educational services.
- 70% of participants will remain active in the program or will be successful or administratively discharged from the program.
- 75% of participants with an assessed need for healthcare services and/or public benefits will enroll in healthcare services and/or public benefits.
- 65% of participants with an assessed need for substance use and/or mental health services will engage in substance use and/or mental health services.

Aspirational Participant Satisfaction (Reported Quarterly)

- Average participant satisfaction of score of at least 4.0 on a scale of 1.0 to 5.0 in the domains of “appropriateness/quality of care” and “involvement in treatment.”
- Average participant satisfaction score of at least 4.0 on a scale of 1.0 to 5.0 in the domain of “functional satisfaction.”
- Average participant satisfaction score of at least 4.0 on a scale of 1.0 to 5.0 in the domain on “social connectedness.”

Transitional Job (Reported Quarterly)

- # of participants enrolled in the Transitional Job Program.
- 70% of participants will obtain employment upon completion of the Transitional Job program.
- 65% of participants will retain employment for at least 6 months after job placement.

Grassroots Agencies w/Agency Memorandum of Understanding (Reported Quarterly)

- # of scheduled mentorship sessions held with Grassroots agencies vs planned.
- # of opportunities (e.g. trainings, grants, networks, tools) shared.
- # of systems/processes (e.g. Standard Operating Procedures, strategic plans) developed or improved with mentor input.

Reentry Task Force Subcommittee Meetings

- Any data pertaining to PBC Reentry participants and services as requested by designated Reentry Task Force Subcommittees.

XII. REPORT SUBMISSION SCHEDULE: Monthly outcomes report , due by the 15th of the month following the month of activity.

XIII. TERMS AND CONDITIONS BY OTHER FUNDING SOURCES: RB must adhere to the terms and conditions from all funding sources for reentry services. Attached on next pages.

XIV. SUBCONTRACTS MINIMUM REQUIREMENTS: RB must incorporate the terms and conditions of this Contract into any subcontract.

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FDLE Subaward Data¹

(i)	Subrecipient Name	City of Riviera Beach
(ii)	Subrecipient Unique Entity Identifier	59-6000417
(iii)	Federal Award Identification Number (FAIN)	Pending
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency	Pending
(v)	Subaward Period of Performance Start Date	10/1/2025
	Subaward Period of Performance End Date	9/30/2026
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient	\$240,228
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation	\$240,228
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity	\$240,228
(ix)	Federal Award Project Description	PBC County Wide Reentry - Riviera Beach
(x)	Name of Federal Awarding Agency	U.S. Dept. of Justice
	Name of Pass-Through Entity	Florida Dept. of Law Enforcement - Palm Beach County Board of County Commissioners
	Contact Information for Federal Awarding Official	
	Contact Information for Palm Beach County Authorizing Official	Angelique Pickett
	Contact Information for Palm Beach County Project Director	Dawn Cavaness-Davenport
(xi)	CFDA Number and Name	16.738
(xii)	Identification of Whether Subaward is R&D	This award is not R&D
(xiii)	Indirect Cost Rate for [CAA] Federal Award	0
(xiv)	DUNS	025124546

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

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Palm Beach County Board of Commissioners
Recipient SAM UEI: XL2DNFMPCR44
Award Number: 6N251
Award Period: 10/01/2023 – 09/30/2025
Award Title: C-6N251 Countywide Re-entry Program (Riviera Beach)
Federal Funds: \$240,288.00
Matching Funds: \$0.00
Total Funds: \$240,288.00
CFDA: 16.738
Federal Award Number: 15PBJA-23-GG-02972-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Palm Beach County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.


Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: 6N251
Award Title: C-6N251 Countywide Re-entry Program (Riviera Beach)
Award Period: 10/01/2023 – 09/30/2025

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature:  **Date:** 05/28/2025
Typed Name and Title: Cody Menacof, Bureau Chief

**Recipient
Palm Beach County Board of Commissioners**


The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ **Date:** _____
Typed Name and Title: _____

Recipient Chief Official Designee

Signature:  **Date:** 5/23/2025
Printed Name and Title: Verdenia C. Baker, County Administrator

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ **Date:** _____
Printed Name and Title: _____

Signature: _____ **Date:** _____
Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	6N251
Recipient:	Palm Beach County Board of Commissioners
Award Title:	C-6N251 Countywide Re-entry Program (Riviera Beach)
Award Period:	10/01/2023 - 09/30/2025

Problem Identification

The challenges faced by individuals reentering society after arrest or extended incarceration present a significant problem for Palm Beach County (PBC). Individuals with a criminal history are nearly ten times more likely to experience homelessness than those without such a background. The lack of stable housing increases the likelihood of reoffending, with research showing that individuals without secure housing are twice as likely to relapse into criminal behavior. In recent years, PBC has seen a significant rise in the cost of living, which has worsened housing instability for returning residents. Approximately 50% of individuals reentering the community after incarceration face housing insecurity, highlighting the urgent need for effective solutions to address these challenges.

In Fiscal Year 2023, 1,064 individuals were released from the Florida Department of Corrections (FDC) back into PBC. Consistent with trends in FY22, 60% of new enrollees in PBC's Reentry program were released from state prisons or local jails. This indicates a sustained demand for reentry services provided by various agencies, underscoring the necessity of a coordinated approach to meet the needs of returning citizens.

Florida's sentencing structure compounds these issues, as most individuals released from prison do so without community supervision. This lack of supervision emphasizes the importance of connecting returning citizens to local reentry programs within the first three years of release. Additionally, all individuals released from prison are required to register as felons at the Palm Beach County Sheriff's Office (PBCSO) within 48 hours, adding another layer of complexity to their reintegration into society.

To address these challenges, the City of Riviera Beach Reentry Center (RB) provides critical case management services to assist returning residents in navigating the reentry process. Using evidence-based practices, RB targets criminogenic needs and offers key interventions such as transitional housing or rental assistance, transitional jobs, vocational training, certifications, and transportation—critical resources for overcoming barriers to successful reintegration.

The PBC Reentry program is supported by a combination of federal, state, and local funding, with the county contracting RB to deliver pre- and post-release services to moderate to high-risk individuals. RB's services include intensive case management with individualized plans, offering a broad range of support such as pro-social activities, employment assistance, cognitive behavioral interventions (CBI), medical support, financial identification, and housing assistance.

RB employs the Risk-Needs-Responsivity (RNR) model to assess recidivism risk and tailor interventions to address criminogenic factors such as antisocial behavior, substance use, and family or employment challenges. Motivational interviewing techniques engage individuals to foster lasting behavioral changes, ultimately reducing recidivism. These comprehensive services are essential for helping returning citizens secure housing, employment, and meet other basic needs, supporting their successful reintegration into the community.

This project is a continuation of R7082 that started on 10/1/2022 and ended on 9/30/2024. The City of Riviera Beach provided intensive case management for Palm Beach County's Reentry Program. Services included individualized case planning that focuses on areas such as vocational, transportation, pro-social, mental health, substance use disorder, employment, education, and cognitive based programming amongst other critical areas.

Scope of Work

Palm Beach County will use grant funds to contract with the City of Riviera Beach to provide individuals with intensive case management services and support services. Case managers will assess, identify, and facilitate services to address the basic and criminogenic needs of participants through individualized case planning. Services may include assistance and/or linkage with the following services: housing, employment, applying for assistance, clothing, substance use and mental health services, obtaining identification, transitional jobs, cognitive behavior intervention, technology, and assistance with transportation.

Appendix B - Deliverables

Award Number:	6N251
Recipient:	Palm Beach County Board of Commissioners
Award Title:	C-6N251 Countywide Re-entry Program (Rivera Beach)
Award Period:	10/01/2023 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay for a third-party to provide case management services for reentry programs.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$240,288.00

Appendix C - Approved Budget

Award Number:	6N251		
Recipient:	Palm Beach County Board of Commissioners		
Award Title:	C-6N251 Countywide Re-entry Program (Riviera Beach)		
Award Period:	10/01/2023-09/30/2025		
Award Amount:	\$240,288.00	\$0.00	\$240,288.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

G. Third-Party Subawards (Contractual Services)				
Item Name	Description	Grant Funded	Match	Total
City of Riviera Beach	Intensive Case Management Services @ approximately \$12.43 per 15 minutes x 4= \$49.72 per hour x 4,831.62 hours = \$240,228 Palm Beach County is responsible for all costs over award allocation. Unit rate is developed based on the dedicated staff's average salary and benefits, divided by direct client hours spent per year. Time designated for Paid Time Off, holidays, trainings, staff meetings, etc. are backed out as they are not allowable expenses under the unit rate. The hourly rate determined is then divided by 4 to calculate a quarterly unit rate.	\$240,228.00	\$0.00	\$240,228.00
G. Third-Party Subawards (Contractual Services) Subtotal: \$240,228.00				

Appendix D: Award Contacts

Award Number: 6N251
Recipient: Palm Beach County Board of Commissioners
Award Title: C-6N251 Countywide Re-entry Program (Riviera Beach)
Award Period: 10/01/2023 - 09/30/2025

Recipient Grant Manager (GM)

Name: Jessica Hidalgo
Title: Manager Criminal Justice Programs
Address: 205 N. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-355-2326
Email: jhidalgo@pbc.gov

Recipient Chief Official (CO)

Name: Maria G. Marino
Title: Mayor
Address: 301 N. Olive Avenue
West Palm Beach, FL 33401
Phone: 561-355-2201
Email: MMarino@pbc.gov

Recipient Chief Financial Officer (CFO)

Name: Joseph Abruzzo
Title: Clerk and Comptroller
Address: 301 N. Olive
West Palm Beach, FL
Phone: 561-355-4995
Email: jabruzzo@mypalmbeachclerk.com

Recipient Additional Point of Contact (POC)

Name: Dawn Caveness-Davenport
Title: Senior Criminal Justice Analyst
Phone: 561-355-3396
Email: dcavanes@pbc.gov

Appendix E: Special Conditions

Award Number: 6N251
Recipient: Palm Beach County Board of Commissioners
Award Title: C-6N251 Countywide Re-entry Program (Riviera Beach)
Award Period: 10/01/2023 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- W0104 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must provide a completed Lobbying Disclosure Form (SF-LLL) to the Office of Criminal Justice Grants".
- W0105 WITHHOLDING OF FUNDS: This award allocates funds of \$100,000 or more to a third-party. Prior to the drawdown of funds for the City of Riviera Beach, the Recipient must obtain a completed Lobbying Disclosure Form (SF-LLL) from the third-party and provide a copy to the Office of Criminal Justice Grants".
- W0017 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the City of Riviera Beach, the Recipient must provide documentation confirming the named third-party vendor is registered with and uses the E-Verify system in accordance with 448.095(5), f.s. (Employment Eligibility) to the Office of Criminal Justice Grants.
- W0018 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the City of Riviera Beach, a revised executed agreement between the Recipient and the third-party that includes the provisions of Section 448.095, f.s. (Employment Eligibility) must be provided to the Office of Criminal Justice Grants.
- W0022 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the City of Riviera Beach, a copy of the executed agreement between the Recipient and the vendor must be submitted to the Office of Criminal Justice Grants.
- W0025 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for the City of Riviera Beach, a properly executed Third-Party Certificate of Subaward for the named vendor must be submitted to the Office of Criminal Justice Grants.
- S0028 At the time of application, it was noted the SAM.gov registration for the City of Riviera Beach will expire on August 29, 2025. In order to prevent delays in payment, the named vendor should renew their registration in SAM.gov prior to the expiration date.
- W0036 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.
- W0037 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must submit a current, complete Subrecipient Management Questionnaire (SMQ) to the Office of Criminal Justice Grants. The answers on the SMQ must apply to the Eligible Recipient (unit of local government), and must have been signed within the last twelve months.
- S0058 At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan (Utilization Report). The Recipient must submit their Utilization Report to DOJ's Office of Civil Rights at <https://eeop.ocj.doj.gov/certsweb/homepage> and provide a copy to the Office of

Criminal Justice Grants at monitoring.

S0086	A project risk assessment completed at the time of application review determined this project is HIGH-RISK. Full backup documentation supporting all expenditures must accompany each payment request submitted to OCJG for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0092	WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doi-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.
- Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEO) –** The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 **Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/qs1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers

while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

8.0 Indirect Cost Rate - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and

applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fv23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 26.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bia.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**
- Conflict of Interest** – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).
- No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.
- Violations of Criminal Law** - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.
- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olo/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://oip.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 19.0 Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
- 20.0 For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.**
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

FY 26 SCHEDULE OF PAYMENTS

To accommodate program needs, the County may reallocate funding within the RB budget between service categories without amending this Contract.

RB will prepare and submit complete and accurate monthly invoices electronically via SAMIS for all service categories to the PBC Reentry Public Safety Department (PSD) by the 15th day of the subsequent month. Invoices will be reviewed and approved by PBC Reentry's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the PBC PSD Finance Division for payment. The PSD Finance Division must submit invoices and monthly performance reports to funders no later than 45 days following the month that services were rendered. In accordance with funders' requirements invoices must be sent to them within 45 days of the date that services were rendered.

RB will incur a financial penalty of 10% deducted from the total invoice amount if RB submits an invoice to PBC Reentry after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be deducted for each additional 30-day period that the invoice is late notwithstanding the foregoing, if a late invoice from RB causes a funder to refuse to pay or impose any other penalty upon PBC Reentry, then PBC Reentry shall impose such penalty, financial or otherwise, upon RB. In the event that PBC Reentry or its Finance Department returns invoices to RB for revisions or additional information, RB must within 2 business days resubmit returned invoices.

RB must ensure that FDC's DC5-404 form has been uploaded in the PBC Reentry selected case management database prior to requesting reimbursement. FDC will not reimburse PBC Reentry for FDC funded services without a DC5-404 form and PBC Reentry, in turn, will not reimburse RB for services without a DC5-404 form.

FY 26 INVOICE SUPPORTING DOCUMENTATION REQUIREMENTS

RB will be required to submit appropriate supporting documentation with invoice packages. Below outlines the required supporting documentation for Pre-Release Case Management & General Client Support Services, Post-Release Case Management & General Client Support Services invoices, Transitional Job Program and Transitional Housing Program invoices.

Pre-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Post-Release Case Management & General Client Support Services: RB must include the CAFs, Monthly Activity Reports (generated through the PBC selected case management database), receipts of reimbursable purchased items/services, cleared checks showing proof of payment for support services, Case Management Billing Report (generated through the PBC selected case management database), dated and signed sign in sheets for RB facilitated group classes/activities and pre-approval pro-social request forms (when applicable).

Transitional Job Program: RB must include the CAFs, cleared checks showing proof of payment for participant wages, sign in sheets for RB facilitated CBI group classes/activities and timesheets from reentry participants. Timesheets must include reentry participant's name, pay period dates, hours worked on the job site and hours completed in weekly CBI classes. Timesheets must be dated and signed by the reentry participant and the host site supervisor or designated transitional job program staff.

Transitional Housing Program: For monthly reimbursement, RB will submit monthly invoices showing the billing period, the PBC selected case management database participant name and ID#, participant start date for transitional housing services, participant end date for transitional housing services (when applicable), number of calendar days in transitional housing, and monthly CAFs dated and signed by reentry participants confirming the receipt of housing services

Administrative Costs: Administrative costs will not exceed 10% of the monthly case management/peer support costs..

FY 26 BUDGET WORKSHEET

A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	
Case Management Unit Cost, Florida Department of Law Enforcement (FDLE) , CFDA# 16.738**	\$240,228.00
Case Management, Ad Valorem**	\$51,559.00
Support Services and Administrative Fees, Ad Valorem**	\$44,014.00
SUBTOTAL PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	\$335,801.00
B. TRANSITIONAL JOB PROGRAM	
Transitional Job Program Services, Ad Valorem	\$27,000.00
SUBTOTAL TRANSITIONAL JOB PROGRAM	\$27,000.00
TOTALS	
A. PRE/POST-RELEASE CASE MANAGEMENT & SUPPORT SERVICES	\$335,801.00
B. TRANSITIONAL JOB PROGRAM	\$27,000.00
TOTAL PROJECT BUDGET	\$362,801.00

*FDLE funding is for enrolled reentry participants incarcerated or released from FDC or jail. Timeframe is 10/1/25 to 9/30/26.

**Ad Valorem funding is for enrolled reentry participants incarcerated or released from FDC, jail, or federal prison. Timeframe is 10/1/25 to 9/30/26.

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

COMPENSATION CHART- Services must be delivered in accordance with the chart below			
Case Management Services			
Category	Service	Rate	Requirements
Case Management Unit Cost	These services will include the provision of individual case management sessions with all clients at regularly scheduled intervals; develop individual service plans for all clients that identify barriers to successful reentry; document all client contact and progress, including time and date, type of contact, outcome and plan of action; provide or broker services to holistically address clients' needs.	\$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Client must be within five (5) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified case manager, the service provided and the offender or inmate name and DC number for whom the service was provided.
Peer Specialist Unit Cost	The Peer Specialiss uses ther own unique experience in order to guide and support others who are transitioning back to the community through one on one sessions or group meetings.	\$15.52 per each 15 minutes of service delivery, may be multiple 15 minute increments billed	Client must be within five (5) years of release or upon intake at Sago Palm Re-Entry Center; Spreadsheet documenting the number of hours worked by each qualified peer specialist, the service provided and the offender or inmate name and DC number for whom the service was provided.
Client Support Services: Items not listed on the compensation chart may be considered as an allowable expense upon approval by PBC Public Safety Department staff and with Ad Valorem funds only			
Category	Service	Rate (Maximum thresholds apply to FDC funding ONLY)	Requirements
Post-Release Program Incentives	Incentives for successful performance outcomes relating to education, employment and/or completion of program goals.	\$25.00 per participant per month	Monthly incentives are based on the Case Manager's discretion. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Post-Release Pro-Social Events/Activities	Events or activities organized by the program administration	\$75.00 maximum per participant per event/activity	Program administration must submit Pre-Approval Authorization Form prior to event and submit sign-in sheet. Maximum amount can be increased with approval by Reentry Program Coordinator. <i>(Reimbursable by Ad Valorem Funds ONLY unless directed otherwise)</i>
Post-Release Transportation	Daily Bus (up to \$5 per day), Monthly Bus (up to \$75 per month), Tri-Rail Passes (up to \$100 per month), and/or bicycle/scooter and bicycle/scooter equipment (up to \$500 as one-time cost) Ride-Sharing (up to \$50 per ride)	\$75.00 maximum per participant per month for bus passes, \$175.00 maximum per participant per month for Tri-Rail passes, \$500 maximum per participant for bicycle and bicycle equipment \$300 maximum p;er participant for Ride-Sharing	Palm Tran Connection Receipt of bus pass or Tri-Rail pass, proof of payment for bus pass, and Agency Bus Pass Distribution Log showing issued date, participant name, DC number, and signature, bus pass type and cost, bus pass serial number, and case manager signature. For bicycle, scooter, bicycle/scooter equipment and ride-sharing, receipt along with program client acknowledgement form. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Employment Assistance	Job related supplies for Department participants (e.g., work boots, clothes, safety glasses, vests and tools)	\$500.00 maximum per participant	Receipt for product along with program client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i>
Transitional Job (TJ)	Hands on employment training through a designated TJ coupled with CBI	\$550 maximum per participant per week	Receipt of stipend along with client acknowledgement form and client "time" sheet <i>(Cannot be reimbursed by FDLE funds)</i>
Cognitive Behavioral Intervention	CBI classes (MRT or CBI-EMP)	\$25 per participant per class	Receipt for stipend along with client acknowledgement form <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Medical Financial Assistance	Medication or medical assistance	\$500.00 maximum per participant	Receipt from medical facility and/or receipt for medication along with client acknowledgement form.
Pre- or Post-Release Financial Identification Assistance	Birth certificate, driver license, Florida identification card, driver improvement classes (for reinstatement and maintenance of license).	\$350.00 maximum per participant	Receipt from identification provider along with client acknowledgement form
Post-Release Basic Needs	Water, clothing, tents, small household appliances, bedding, towels, linens, utensils, dishes, pots, pans, toiletries, etc.	\$750.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Basic Technology Needs and Financial Assistance	Technology items (purchase of phone/tablet/laptop), and paying for minutes or phone bill	\$500.00 maximum per participant	Client acknowledgement form and purchase receipt. <i>(Cannot be reimbursed by FDLE funds)</i>
Post-Release Education Preparation Class	Academic instruction to improve Basic Literacy (GED instruction)	\$128.00 full battery of GED tests; \$32.00 each GED section/content area; \$12.00 retest per GED section/content area; \$30.00 tuition fee GED Prep	\$195.00 maximum per participant. Client acknowledgement form
Post-Release Substance Abuse Assessments	Assessment used to address severity of problems	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Education	Educational classes designed to addres misuse of drugs and alcohol	\$300.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Substance Abuse Treatment	Substance Abuse Treatment (Individual or Group counseling)	\$2,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Assessment	Mental health assessment	\$300.00 maximum per assessment	Receipt from provider along with client acknowledgement form
Post-Release Mental Health Treatment (Individual or Group Sessions)	Mental Health Treatment (Individual or Group counseling)	\$2,000.00 maximum per participant	Receipt from provider along with client acknowledgement form
Post-Release Transitional Housing	Direct service or referral based	\$10,000.00 maximum per participant	Maximum of \$10,000 per participant;need for housing must be in transition plan. Funds may be used for applications, deposit, rent and/or transitional housing.
Post-Release Emergency Housing	Direct service or referral based	\$1,500.00 maximum per participant	Maximum of \$1,500 per participant -need for emergency housing must be in transition plan. Funds may be used for hotel, motel, and/or any other viable emergency housing options. Receipt from provider along with client acknowledgment form.
Pre- or Post-Release Vocational Training	Vocational job training	\$3,500.00 maximum per participant	Receipt for course registration and client acknowledgement form