



Notification of Funding Opportunity (NoFO)

Adult Pre-Release Reentry Services FY23 – FY25

NoFO available to the public: February 23, 2022

Mandatory Pre-Proposal Conference: March 7, 2022 at 9 a.m. ET

Electronic Submission Deadline: March 21, 2022 at 5 p.m. ET

Palm Beach County Board of County Commissioners
Public Safety Department – Division of Justice Services/Reentry
301 N. Olive Avenue, Suite 1001
West Palm Beach, Florida 33401
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READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

I. GENERAL INFORMATION

The purpose of this Notification of Funding Opportunity (NoFO) is for the Palm Beach County (PBC) Board of County Commissioners' (BCC) Public Safety Department – Division of Justice Services /Reentry to solicit proposals from qualifying agencies to provide services related to adult post-release reentry services.

PBC BCC created the Public Safety Department – Division of Justice Services/Reentry (PBC Reentry), in part, to contract with agencies that provide services to assist adults who are moderate-to-high risk of recidivating (based on a validated risk and needs assessment) and transitioning back to PBC after a period of incarceration. The adult pre-release reentry services should be evidence-based (please refer to **Attachment 1**). If awarded, proposers would be working directly with eligible reentry clients who have been convicted of felonies, which may include forcible felonies.

The adult pre-release reentry services addressed in this NoFO should include:

- A. Case Management & General Client Support Services: Assessment, identification, and facilitation of services to address the basic and criminogenic needs of participants through individualized case planning, supportive services, and connections within the community. Case managers will be trained to administer the Level of Supervision/Service Inventory Revised (LSI-r) risk/needs assessment, Risk-Needs-Responsivity Model, Motivational Interviewing, Cultural Competency and Trauma-Informed Care (TIC). Specific pre-release case management services will also include working in Sago Palm Reentry Center (500 Bay Bottom Road, Pahokee, Florida 33476) with their programs. Sago Palm offers academic, vocational, substance use, chaplaincy, and institutional betterment programs.

General Client Support Services may include but limited to cognitive behavioral interventions, employment assistance, family reunification, educational classes, and vocational training for adults. Further information regarding case management and general client support services is listed on **Attachment 9**.

The Public Safety Department – Division of Justice Services/Reentry, in collaboration with the PBC Reentry Task Force and its six subcommittees, developed a *Reentry Task Force Strategic Plan* (*Strategic Plan*) with four intended reentry outcomes: 1) increased public safety, 2) reduced recidivism rates, 3) decreased number of crime victims, and 4) improved quality of life for PBC residents. The *Strategic Plan* is a dynamic document that is subject to modification and periodic updates and is available for review at <http://discover.pbcgov.org/publicsafety/justiceservices/PDF/Reentry/StrategicPlan.pdf>. The Public Safety Department – Division of Justice Services/Reentry encourages all those interested in submitting proposals to familiarize themselves with the *Strategic Plan*.

Proposer Requirements

- Proposers will clearly identify how their service/program(s) address case management and client support services.
- Proposers will clearly identify how their service/program(s) address the four intended reentry outcomes as outlined in the *Strategic Plan* and the performance metrics in **Attachment 1**.
- Proposers seeking PBC assistance must be chartered or registered with the Florida Department of

State, have been incorporated for at least one (1) agency fiscal year, and have provided services for at least six (6) months.

- Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service or be government entities.
- Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.

Reentry Contact Person

The Reentry Point of Contact for this NoFO is Molly McConnell, Contracts & Grants Coordinator. Her contact information is as follows:

NoFO Application & Programmatic Questions

Molly McConnell
PBC Public Safety Department
Division of Justice/Victim Services
4210 N Australian Ave
West Palm Beach, Florida 33407
Email - mmcconne@pbcgov.org

Except during the **Mandatory** Pre-Proposal Conference, any explanations/clarifications desired by Proposers must be requested in writing and emailed to the Reentry Contact Person. The questions or comments must contain the Proposer's name, address, phone number and email address. All requested explanations, responses, or clarifications, including those posed at the **Mandatory** Pre-Proposal Conference, will be posted on the Reentry website at <http://discover.pbcgov.org/publicsafety/justiceservices/Pages/Reentry-Services.aspx>.

Amendments to NoFO

No oral interpretation of this NoFO shall be considered binding. PBC will be bound by the information and statements only when such statements are written and executed under the authority of the Department of Public Safety. Any interpretation, clarification, correction or change to this NoFO will be made only by Amendment. As they are issued, all Amendments to this NoFO will be posted under the applicable solicitation on PBC's online Vendor Self Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. It is the sole responsibility of the Proposer to routinely check PBC's online VSS system for any Amendments that may have been issued prior to the Electronic Submission Deadline Date for receipt of proposals. The Proposer should verify with the designated Contact Person prior to entering a proposal that all Amendments have been received. PBC shall not be responsible for the completeness of any NoFO package not downloaded from PBC's online VSS system or picked up from the Public Safety Department – Division of Justice Services/Reentry.

Changes to this NoFO, when deemed necessary by PBC, will be completed only by written Amendment(s) issued prior to the Electronic Submission Deadline Date for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in the NoFO or in any Amendment

to this NoFO. Where there appears to be a conflict between the NoFO and any Amendment issued, the last Amendment issued shall prevail.

Review of Proposals

Each Proposal will be reviewed to determine if the Proposal is responsive to the NoFO. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive Proposal is one that has been signed, has been uploaded by the specific electronic submission date and time, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all required and/or desired elements of this NoFO, do so at their own risk.

Selection Process

All responsive proposals will be reviewed first by the Reentry Point of Contact to determine if each Proposer has submitted the required information and meets all Proposal Guidelines (as stated in Section V). Those proposals fulfilling the Proposal Guidelines shall be referred to the Review Panel for review and further consideration.

The Review Panel will evaluate all responses to this NoFO that meet the Proposal Guidelines and are deemed responsive. The Review Panel will evaluate all proposals based on the information submitted with the Proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the necessary information for the Review Panel to fairly and accurately evaluate each of the criteria listed in the Proposal Guidelines.

The Review Panel is tentative scheduled to meet in virtual public session on March 23, 2021 at 10:30 a.m. ET due to the current COVID-19 pandemic to score each Proposal by reviewing each Proposal against the evaluation criteria listed in the Proposal Guidelines. Upon completion of the Review Panel's review and discussion of all the responsive proposals submitted, each Review Panel member shall score each proposal and total the scores for each proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Drug Court Selection Committee meeting. Access to the Review Panel's virtual proposal evaluation will be available upon request.

After the Review Panel has scored each Proposal, either a finalist(s) will be ranked and the Review Panel will make its recommendation for award of contract(s) or it will be determined which proposals will be given further consideration for award and "shortlisted" to give an Oral Presentation/Demonstration.

Oral Presentations/Demonstrations are tentatively scheduled for March 29, 2022 at 9 a.m. ET. These meetings will not be open to the public. In accordance with the sunshine laws of the State of Florida, as amended, any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation or at which a vendor answers questions as part of a competitive solicitation is exempt from the public meeting requirement. Further, any portion of the Review Panel meeting at which negotiation strategies are discussed is exempt from the public meeting requirement. Proposers will be notified via email of selection outcomes on March 30, 2022.

Right of Appeal/Protest

Any Proposer may protest a recommendation for subrecipient awards by submitting a written protest to Stephanie Sejnoha, Director of the Public Safety Department, within five (5) business days of the posting of the Recommended Subrecipient Awards.

The protest shall be submitted in writing, shall identify the protestor and the solicitation, shall include a factual summary of the basis for the protest, and shall be addressed to the Director of the Public Safety Department, via hand-delivery, via mail to 20 S. Military Trail, West Palm Beach, FL 33415, or via email to ssejnoha@pbcgov.org and reference in the subject line: NoFO Adult Post-Release Reentry Services Protest. A protest is considered filed when it is received by the Director of the Public Safety Department.

Failure to file a protest within five (5) business days of the posting of the Recommended Subrecipient Awards shall constitute a waiver of the Proposer's right to protest.

Contractual Insurance Requirements, if a Proposal is Selected

Please refer to **Attachment 8** for a sample of contractual insurance requirements.

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II. OFFICIAL NOTIFICATION OF FUNDING OPPORTUNITY (NoFO)

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC SAFETY DEPARTMENT – DIVISION OF JUSTICE SERVICES/REENTRY ADULT POST-RELEASE REENTRY SERVICES (FY23 – FY25) NOTIFICATION OF FUNDING OPPORTUNITY (NoFO)

The Public Safety Department – Division of Justice Services/Reentry will be accepting proposals for Adult Post-Release Reentry Services (FY23 – FY25). Contracts issued will be for one (1) three (3) year period. The NoFO and all associated documents will be available on the PBC’s online VSS system and the Reentry website. Registered agencies can sign-in or user may choose Public Access. A hard copy of the NoFO may also be obtained without charge from the Public Safety Department – Division of Justice Services/Reentry at 301 N. Olive Avenue, Suite 1001, West Palm Beach, Florida 33401; Monday through Friday, 8:00 a.m. to 5:00 p.m.

Eligible Proposers

Not-for-profit agencies holding current and valid 501(c)(3) status as determined by the Internal Revenue Service or government agencies providing services to formerly incarcerated adults.

Service Category

Case management & General Client Support Services*

*Case Management & General Support Services have two billing categories. Case management is billed by a unit rate and reimbursed after services are rendered. Client support services are reimbursed by expenditure after proper documentation is received (i.e. receipts, sign-in sheets, etc.). If Proposers are unable to execute General Client Support Services, they will be required to form Memorandums of Understanding (MOU) with community based agencies to fill the gap in services. For more information about case management and client support services, please refer to **Attachment 9**.

Proposer(s) awarded for services outlined in this NoFO must agree to communicate and work closely with PBC contracted post-release reentry services providers, including any post-release case management agencies.

Program Requirements for Case Management & General Client Support Services

Proposers will be expected to maintain the following requirements no later than at the time of contract execution if awarded:

- Case Manager Minimum Criteria
- Case Manager Supervisor Minimum Criteria
- Service Records and Documentation
- Assessments and Release Plans
- Required Meetings and Events
- Budget and Reimbursement Rates

Case Manager Minimum Criteria

- Experience in social services as it relates to the criminal justice and/or reentry system.
- Related Bachelor’s degree or an equivalent history of experience.

- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Case Manager Supervisor Minimum Criteria

- Related Bachelor's degree and two (2) years of experience in social services as it relates to the criminal justice and/or reentry system.
- Previous supervisory experience.
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Service Delivery

The Regional and State Transitional Offender Reentry (RESTORE) initiative is a reentry program developed by Palm Beach County Criminal Justice Commission (CJC), in partnership with FDC, to serve male and female 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 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 assess enrolled participants using a validated risk/needs tool, provide individual case management services, and assist participants to develop a transition plan. Approximately six (6) 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 with pre-release participants to develop a relationship while assisting the post-release case managers build a relationship as well to ensure a seamless transition in services upon release.

Proposers must be able to provide active case management and general client support services within a secured State correctional facility and be able to address reentry participant needs as they arise. Case management supervisors will be expected to regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. Proposer pre-release staff will be required to 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.

Proposers should demonstrate their ability to provide services such as CDL and forklift training, driver improvement classes, job readiness classes, support groups, identification assistance, outreach events and program enrollment, transition planning and counseling, etc.

Service Records and Documentation

Proposers must be able to document all case management and general client support services within a reasonable amount of time as determined by PBC Reentry. All documentation must be entered into the PBC Reentry approved online program RENEW. Documentation includes, but is not limited to, case notes,

scanned intake, assessment, and other paperwork/forms, supervisory review notes, client demographics, detainment location information, and other relevant information. Any rewarded proposers will be given access to RENEW and be provided with tutorial trainings by PBC Reentry. All records should be maintained for seven (7) years.

Assessments and Release Plans

Proposer staff will be required to complete assessments and release plans on all clients based on client needs. Assessments and release plans utilized can be, but are not limited to:

- Level of Service Inventory-Revised (LSI-R) Assessment
- Pre-Release Plans
- Post-Release Plans
- Employment Readiness Assessments
- Needs Assessments

Required Meetings and Events

Proposers will be required to meet with PBC Reentry staff on a monthly basis, or at the PBC Criminal Justice Program Manager’s discretion, to provide program updates and strategize on how to improve PBC’s reentry system. Proposers will also 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.

Budget and Reimbursement Rates

For FY23, the proposed case management unit rate is \$12.43 per unit and will be billed in 15-minute increments. A funder approved unit rate will fund agency direct services staff salary and benefits, 3% annual salary increase and accounts for the expected chargeable hours per staff (direct services must account for at least 60% of staff time). In addition to the funder approved unit rate, awardees will receive a 10% administrative fee based on units provided on a monthly basis. The administrative fee will only apply to case management units billed and will not be applied to general client support services billed. The administrative fee is designed to fund agency operating costs, supplement supervisory salaries and other administrative costs the awardees may incur.

Case Management & General Client Support Services Billing Example:

MONTH 1 - 2022		
Case Management (Direct Services)	\$12.43 per unit x 500 units	= \$6,215.00
Client Support Services	(Based on Compensation Chart)	= \$1,000
Administrative Fee (10%)	(10% of Case Management)	= \$621.50
Total Reimbursed for Month 1 - 2022		= \$7,836.50

What Works to Reduce Recidivism

Proposers are recommended to follow evidence-based practices on what works to reduce recidivism. For a complete description of what works to reduce recidivism, please refer to **Attachment 1**.

Monitoring and Quality Control

If selected, Proposers agree to participate in further evaluation, conducted by the Public Safety Department – Division of Justice Services/Reentry, or on behalf of the Public Safety Department – Division of Justice Services/Reentry. In addition to monitoring, this may include assessment to investigate program

effectiveness. Accordingly, Proposers must agree to:

- Provide data pertaining to clients served during the contract period as determined by PBC Reentry staff.
- Review the accuracy of the information about the service/program(s) and ensure information is maintained current.

This funding will require data tracking and reporting to the PBC Reentry Program to collect information on the efficiency and effectiveness of the program as a whole. Proposers must be able to provide specific metrics to the PBC Reentry Program on a regular basis. The scope of data required may include, but is not limited to, the following:

- Pre-release data, including but not limited to enrollment, referrals, and attendance.
- Statistics concerning reentry participant program success.
- Administer client satisfaction surveys provided by PBC.
- Review the accuracy of the information about the service/program(s) and ensure information is maintained current.

Proposals and Amount of Funds Requested

The funding available for adult reentry services (pre-release and post-release) will be approximately **\$936,894 annually**. If selected, Proposers will be considered Subrecipients of select funds. All rates and award amounts are contingent on funder approval and are subject to change during and after the lifecycle of this NoFO.

PBC adult reentry services (pre-release and post-release) are funded by local, state, and federal funding sources. Each funding source has its own terms and conditions, as well as reporting requirements, which will be part of any contract between PBC and the selected entities. If selected, Proposers must adhere to these terms and conditions. This is including, but not limited to [2 CFR §200](#). For more information, please refer to **Attachment 10**.

Proposers should request only the amounts necessary to implement the proposed service/program(s) and are encouraged to seek funding from other sources. Funds will be awarded from an all-inclusive approach that dovetails points awarded, available funding, and community needs. Awards may be made in an amount less than requested. Final monetary awards will be negotiated during the contracting process with PBC.

Mandatory Pre-Proposal Conference

There will be a **Mandatory** Pre-Proposal Conference held virtually on March 7, 2022 from 9 a.m. – 11 a.m. for all Proposers. Please confirm attendance by emailing the Reentry Contact Person and a link will be provided.

Electronic Submission Deadline Date

To submit, upload a single PDF electronic file in an email to Molly McConnell at mmcconne@pbcgov.org no later than March 21, 2021 at 5:00 p.m. ET. **All proposals should include the written proposal and attachments per the Proposal Guidelines in Section V.** Proposers will receive a confirmation email from the NoFO Point of Contact within two (2) business days of receipt. If your agency does not receive a confirmation email within two (2) business days, please send a follow up email from the NoFO Points of Contact requesting confirmation of the receipt of your agency's proposal.

Technical Assistance

Any request for technical assistance must be in writing and emailed to Reentry Contact Person. The Reentry Contact Person will not be available to respond to questions after March 14, 2022 at 5:00 p.m., which is five (5) business days before the Electronic Submission Deadline Date.

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE (CONTACT MOLLY MCCONNELL AT MMCCONNE@PBCGOV.ORG).

III. TIMELINE

DATE	ACTIVITY
February 23, 2022	NoFO available to public
March 7, 2022	<i>Mandatory</i> Pre-Proposal Conference virtually from 9 a.m. – 11 a.m.
March 14, 2022	Final day to submit written questions
March 16, 2022	All questions to be answered
March 21, 2022	Electronic Submission Deadline Date (by 5:00 p.m. EST)
March 23, 2022	Reentry Review Panel meets review proposals (10:30 a.m. – open to the public)
March 29, 2022	Reentry Selection Committee meets to accept oral presentations, review and finalize score proposals (starting at 9:00 a.m. – proposers chosen for oral presentations will be notified of an assigned time)
March 30, 2022	Electronic notification of award outcome to proposers
April 6, 2022	Final date to submit written Protest

IV. CONE OF SILENCE

This NoFO includes a Cone of Silence. The Cone of Silence will apply from the Electronic Submission Deadline Date and terminate at the time the awards are approved by the BCC.

All parties interested in submitting a Proposal will be advised of the following:

Lobbying - "Cone of Silence."

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance), a copy of which can be accessed at www.pbcgov.com/legislativeaffairs/Pages/Lobbying_Regulations.aspx, in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. **"Cone of Silence" means a prohibition on any non-written communication regarding this NoFO between any Proposer or Proposer's representative and any County Commissioner or Commissioner's staff.** A Proposer's representative shall include, but not be limited to, the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

The Cone of Silence is in effect as of the Electronic Submission Deadline Date. The provisions of the Ordinance shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC approves awards or a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

V. PROPOSAL GUIDELINES

- Complete the Cover Sheet (**Attachment 2**)
- Submit the Proposal in the order of the Submittal Checklist (**Attachment 3**)
- Use Times New Roman font, 12 point, double spaced, standard 8 ½” x 11”.
- Submit one (1) single electronic PDF file to the Reentry Contacts via email. The file shall be named as follows: **ADULT PRERELEASE REENTRY SERVICES_FY23 to FY25_Proposer’s Agency Name**
- Fully address the following questions and provide citations for all data sources

A. Organizational Capacity (up to 15 points)

- A.1 How is your agency proposing to address the need of pre-release case management and client support services adult reentry participants?
- A.2 Describe how services will be provided to those who are incarcerated within the Sago Palm Reentry Center. Please include and availability of day, evening and/or weekend service availability for participants.
- A.3 Define the estimated number of clients to be served annually.
- A.4 Describe in detail, how the population served helped design, implement and evaluate your program? Please describe any ongoing involvement if applicable.
- A.5 Define your agency’s project management capacity/capabilities and experience with providing services to criminal justice involved clients. Please include years of experience with this population.
- A.6 Describe the roles, responsibilities, expertise, and experience of key program staff for services and expectations outlined in this NoFO.
- A.7 Describe the organization’s financial capacity to contract with the county, including ability to meet insurance requirements, staffing and organizational structure (include an organizational chart).
- A.8 Provide examples of collaboration with other government, private, and non-profit agencies.

B. Case Management & General Client Support Services (up to 25 points)

- B.1 Describe the specific services and activities your program will provide. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- B.2 Indicate your program’s proposed outcomes during the funding period and how your program will accomplish its goals.

- B.3 Case management & general client support services outlined in this NoFO are to be compliant with all Program Requirements listed on pages 7-9. Describe, in detail, your agency's ability to plan to meet all Program Requirements.
- B.4 Relate how your Proposal is in line with what works to reduce recidivism as established in **Attachment 1**.
- B.5 Describe how the program assesses clients' needs and links them to identified services and explain why you think this approach is the best way to engage the target population and help them achieve the intended results. Include any research your agency did to identify and design the best approach to serve the target population and address the need.
- B.7 Indicate prior and/or planned efforts to ensure staff receive cultural competency and trauma-informed care training and how this is/would be incorporated into service delivery.
- B.8 Complete and attach to your Proposal, the Adult Pre-Release Reentry Services Logic Model using the template as provided hereto as Attachment 6 and ensure outcomes are SMART (Specific, Measurable, Achievable, Realistic and Time-bound). Please describe the evaluation methodology of the program being proposed and how it appropriately measures and tracks outcomes.
- B.9 Define limitations, if any, to these services.

C. Budget (Up to 10 Points)

- C.1 Describe the organization's financial capacity to contract with the county, including ability to meet insurance requirements, staffing and organizational structure (include an organizational chart).
- C.2 Disclose other funding that your agency has received to address this need and identify other funding that is available to support your agency in addressing this need. Please explain how awarded funds will allow you to leverage additional dollars, if any and how your agency will continue to address this need if current funding ends.
- C.3 Complete and attach to your Proposal, a program budget using the template as provided hereto as **Attachment 4**. Review the 'sample' and 'guidelines' tabs provided before completing the template.
- Ensure the requested fund justifications are complete.
- C.4 Attach to your Proposal:
- Total Agency Budget - The budget forms that are part of the Proposal do not need to be utilized for this budget.
- C.5 Complete and attach to your Proposal, the Program Staff Template using the definition and template as provided hereto as **Attachment 5**.
- C.6 Attach to your Proposal:
- The most recent completed audit report, preferably the agency's last fiscal or calendar year, and not older than two (2) years. If there were findings, describe corrective actions.

- The most recent completed year-end financial statements.
- IRS Form 990 – Return of Organization Exempt from Income Tax for 501(c)(3) corporations or Comprehensive Annual Financial Report (CAFR) for public entities.

(Remainder of page intentionally left blank)

VI. TERMS AND CONDITIONS

1. Proposal Guarantees

Proposer guarantees their commitment, compliance and adherence to all requirements of the NoFO by submission of their proposal, as indicated by signature on the Cover Sheet (**Attachment 2**).

2. Modified Proposals

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Electronic Submission Deadline Date for receipt of proposals. Only the latest proposal submitted will be considered.

3. Late Proposals, Late Modified Proposals

Proposals and/or modified proposals uploaded after 5:00 p.m. ET on the Electronic Submission Deadline Date shall not be considered.

4. NoFO Postponement/Cancellation

The Reentry Contact Person will provide notice to all who have expressed interest in the NoFO of any modifications to the NoFO, postponement and/or cancellation. After the **Mandatory** Pre-Proposal Conference, notifications will be provided only to those in attendance and said notification will only be provided to the Proposers' email addresses as provided at the **Mandatory** Pre-Proposal Conference. In addition to notifications to those who attended the **Mandatory** Pre-Proposal Conference, the Reentry Contact Person will post all associated NoFO documents on PBC's online VSS system. All interested Proposers are encouraged to monitor both the Reentry website and PBC's online VSS system.

5. Costs Incurred by Proposers

All expenses incurred with the preparation and submission of proposals to PBC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the BCC.

6. Public Record Disclosure

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

7. PBC's Office of the Inspector General Audit Requirements

Pursuant to PBC Code, Sections 2-421 - 2-440, as may be amended, PBC's Office of Inspector General is authorized to review past, present and proposed PBC contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with PBC, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption

and fraud.

8. **Commencement of Work**

PBC's obligation will commence when the contract is approved by the BCC or their designee, and upon written notice to the Proposer. PBC may set a different starting date for the contract. PBC will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by PBC. The contract will be in substantially similar form as attached hereto as **Attachment 10**.

9. **Non-Discrimination**

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

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ATTACHMENTS

ATTACHMENT 1

What Works to Reduce Recidivism

According to the latest available evidence, in order to reduce recidivism, agencies should follow the Risk-Need-Responsivity model¹:

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

Proposers are encouraged to use evidence-based programs and services, when applicable, to address the following **dynamic criminogenic risk factors**:

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

Proposers are encouraged to use evidence-based programs and services to address the following **stabilizing factors**:

- (1) Housing
- (2) Employment
- (3) Mental Health
- (4) Substance Use

Proposers are encouraged to use evidence-based programs and services, when applicable, to track and address the following **outcomes**:

- (1) Increase public safety
- (2) Reduce recidivism rates
- (3) Decrease number of crime victims
- (4) Improve quality of life for PBC residents

Proposers are encouraged to use evidence-based programs and services, when applicable, to track the following **performance metrics, including but not limited to**:

- (1) Number of adults enrolled in adult post-release reentry services
- (2) Number and percent of adults enrolled in post-release reentry services who complete programming
- (3) Number and percent of rearrests in PBC for adults enrolled in post-release reentry services
- (4) Number and percent of adults enrolled in post-release reentry services and receiving
 - a. Cognitive behavioral intervention, based on identified need
 - b. Substance use treatment, based on identified need
 - c. Mental health treatment, based on identified need
 - d. Employment training and job placement, based on identified need
 - e. Transitional housing, based on identified need.
 - f. Transportation assistance, based on identified need.

¹ D.A. Andrews and James Bonta (2010), *The Psychology of Criminal Conduct, 5th Edition*. Elsevier, Inc.

ATTACHMENT 2 Cover Sheet Template

Legal Name of Agency	
Fictitious Name, (d/b/a), if applicable	
Mailing address	
Contact person	
Contact's Email address	
Contact's Phone number	
Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract)	
Program title	
Specific target population, including number to be served	
Geographic area(s) served	
BCC Commission District(s) served	
Program status (existing or new program)	
Program start date (if a new program)	
Total program budget (program's total budget for one (1) year)	
Amount of funding request from Palm Beach County	
Names of additional external agencies to be used to coordinate services, if applicable	
<p>Overview (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):</p> 	

By: _____ Signature	_____ Printed name
_____ Title	_____ Date

ATTACHMENT 3
Submittal Checklist

Proposer's Initials			REENTRY STAFF USE ONLY (Staff Initials)
	1	Attended <i>Mandatory</i> Pre-Proposal Conference virtually on March 7, 2022 from 9 a.m. – 11 a.m.	
	2	Prepared one (1) single electronic PDF format file, verified to include all attachments, emailed to POINTS OF CONTACT. The file shall be named as follows: <i>ADULT PRERELEASE REENTRY SERVICES_FY23 to FY25_Proposer's Agency Name</i>	
	3	Provided completed Cover Sheet (Attachment 2) <ul style="list-style-type: none"> • All information provided • Signed 	
	4	Provided completed Proposal Guidelines (Section V)	
	5	Provided completed Program Budget Template (Attachment 4)	
	6	Provided completed Program Staff Template (Attachment 5)	
	7	Provided completed Logic Model Template (Attachment 6)	
	8	Provided IRS Form 990, if a 501(c)(3) corporation (Attachment 7) or Comprehensive Annual Financial Report (CAFR) for public entities	
	9	Provided most recent completed Independent Audit Report, preferably the last fiscal or calendar year, and not older than two (2) years	
	10	Provided most recent completed Year-End Financial Statements	
	11	Provided completed Submittal Checklist (Attachment 3)	
	12	Reviewed Sample Contract form (Attachment 8) <ul style="list-style-type: none"> • For reference only, do NOT sign or include in Proposal 	

Note: Submittal Checklist should be initialed on each line to verify all components are submitted by Proposer.

ATTACHMENT 4
Program Budget Template

Item #	Guidelines
1	A separate budget worksheet must be completed for each funding source that the agency is applying for.
2	Please complete each column for each funder in detail. Please use Column A to describe in detail each expense.
3	The budget worksheet is not locked. Add line items and insert rows as appropriate for your program.
4	Do not enter data in cells that are grayed out.
5	Comments (notes) have been entered in various cells to help guide your entries.
6	Keep to the general format of the template.
7	You can format/auto sum cells that require totals to be entered.
8	If you wish to add your Agency name to the header/footer section, please do so.
9	Be sure that you list the relevant program name in cell B1.
10	If you have numerous funders for your program, insert additional columns to capture that summary data.

ATTACHMENT 4 (Continued) Program Budget Template

Budget Items	Program Name	Palm Beach County Funding
Program Period: FY2023 – FY2025		Proposed
TOTAL PROGRAM FUNDING AMOUNT =		
Program Expenses	<u>Narrative</u>	<u>Total</u>
Personnel		
Program Manager		
Program Assistant		
Fringe Benefits - Program Assistant		
Community Educator		
Building /Occupancy		
Rent/Lease		
Building Maintenance		
Insurance		
Utilities		
Electric		
Water		
Telephone		
Project Supplies/Equipment		
Office Supplies		
Postage/Shipping		
Printing		
Materials/Program Supplies		
Equipment Rental		
Professional Fees		
Conference Registration Fees		
Training		
Travel/Mileage		
TOTAL PROGRAM EXPENSES =		\$ -
Administrative Expenses	<u>Narrative</u>	
Personnel		
Executive Position #1 (JL)		
Consulting Fees		
XYZ Consultants		
TOTAL ADMINISTRATIVE EXPENSES =		
Administrative % of PBC Award		#DIV/0!

CBA Budget Items	CBA Program Name	Palm Beach County CBA	Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
		Proposed	Confirmed	Pending	Pending	Pending
Program Period: FY 2020						
TOTAL PROGRAM FUNDING AMOUNT =		\$ 116,945.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 188,445.00
Program Expenses	Narrative	Amount	Amount	Amount	Amount	Amount
Personnel		\$ 72,445.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 142,445.00
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC CBA award and includes fringe benefits.	\$ 25,000.00	\$ 30,000.00			\$ 55,000.00
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 30% funded by PBC CBA award. Total salary expense is \$15,000, with 30% allocated to PBC (\$7,500). (Salary expense does not include fringe benefits)	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00
Fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 30% allocated to Palm Beach County CBA in the amount of \$900.	\$ 900.00				\$ 900.00
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	\$ 39,045.00		\$ 10,000.00		\$ 49,045.00
Building /Occupancy		\$ 27,050.00	\$ -	\$ -	\$ -	\$ 27,050.00
Programmatic Rent/Lease	*Note: Rent for areas that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$33,000. Allocation to Palm Beach County CBA award= \$20,000. Remaining \$13,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00
Utilities		\$ 2,400.00	\$ -	\$ 1,500.00	\$ -	\$ 3,900.00
Electric	Electric expense for JL	\$ 1,200.00		\$ 1,000.00		\$ 2,200.00
Water	Water utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00
Telephone	Telephone expense for line at location	\$ 350.00				\$ 350.00
Project Supplies/		\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900.00
Office Supplies	Office supplies for staff	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for related mail	\$ 750.00				\$ 750.00
Printing	Printing expense for brochures	\$ 650.00				\$ 650.00
Materials/Program Supplies	Materials used to support case	\$ -				\$ -
Equipment Rental	Monthly equipment rental fee for use of X = 3000 (per 06/01 per year). Palm Beach County to cover 30% of this expense (\$3000).	\$ 3,000.00				\$ 3,000.00
Professional Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
Conference Registration Fees	Professional development program fee	\$ 350.00				\$ 350.00
Training	Staff training expense for program/medical/intervention training for client support	\$ 1,500.00				\$ 1,500.00
Travel/Mileage	Program staff mileage reimbursement for client and training related meetings	\$ 1,100.00				\$ 1,100.00
TOTAL PROGRAM EXPENSES =		\$ 109,745.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 181,245.00
Administrative Expenses	Narrative					
Personnel		\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (JL)	A 3% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County CBA. Executive Director total salary expense = \$85,000. 3% allocation to Palm beach County CBA = % \$4,250	\$ 4,250.00				\$ 4,250.00
Consulting Fees		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants	Accounting and audit expenses for CBA program. Annual Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950	\$ 2,950.00				\$ 2,950.00
TOTAL ADMINISTRATIVE EXPENSES =		\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
Administrative % of PBC Award			6%			

Sample

ATTACHMENT 5 Program Staff Template

Unit Cost of Service Definition:

Case Management: The Subrecipient shall provide case management by a qualified case manager for each program participant based on individual needs and willingness to participate, unless the program participant has been terminated from the Program. Case management shall be conducted with a program participant-centered approach that takes into consideration the most pressing of the program participant's needs. Every participant will receive, at a minimum, a risk and needs assessment and Plan of Care during the first 15 business days of enrollment.

Case management shall include: Outreach, Needs Assessment, Plan of Care, Follow-up/Plan Review, Employment Assistance, and all essential Case Management Services. Spreadsheets documenting services and total service units provided by each individual case manager to participants will be generated monthly by the award agency from the RENEW system and provided to PBC Reentry program office for reimbursement.

	<i>Agency to complete green shaded areas</i>					
	<i>(copy columns as necessary for additional personnel)</i>					
Staff Name					Group Rate	
Staff Title						
Staff Salary						
Portion of time Devoted to NoFO Program (%)						
Total Direct Services Staff Hours Annually						
Estimated Direct Service Hours Annually						
Non-Direct Service Hours Annually (up to 40%) *This includes trainings, meetings, administrative time, etc.						
						Total Staff Chargeable Hours

**ATTACHMENT 6
Logic Model Template**

PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY							
Division: Justice Services				Program: Adult Post Release Reentry			
PROBLEM (Identify Criminogenic Needs)	SERVICES OR ACTIVITIES	OUTPUTS	INITIAL OUTCOMES	INTERMEDIATE OUTCOMES	LONGTERM OUTCOMES	PROCESS EVALUATION	OUTCOME EVALUATION
Case Management & General Client Support Services							
Family & Community Engagement							
Education & Employment							
Mental Health Services & Treatment							
Substance Use Services & Treatment							
Financial Assistance							
Other							

ATTACHMENT 7
IRS Form 990 – Return of Organization Exempt from Income Tax

Form 990	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) ▶ Do not enter social security numbers on this form as it may be made public. ▶ Go to www.irs.gov/Form990 for instructions and the latest information.	OMB No. 1545-0047 2018 Open to Public Inspection																								
Department of the Treasury Internal Revenue Service																										
A For the 2018 calendar year, or tax year beginning _____, 2018, and ending _____, 20____																										
B Check if applicable: <table style="width:100%; border: none;"> <tr> <td style="width:15%;"><input type="checkbox"/> Address change</td> <td style="width:55%;">C Name of organization _____</td> <td style="width:30%;">D Employer identification number _____</td> </tr> <tr> <td><input type="checkbox"/> Name change</td> <td>Doing business as _____</td> <td>E Telephone number _____</td> </tr> <tr> <td><input type="checkbox"/> Initial return</td> <td>Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Final return/terminated</td> <td>City or town, state or province, country, and ZIP or foreign postal code _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Amended return</td> <td></td> <td>G Gross receipts \$ _____</td> </tr> <tr> <td><input type="checkbox"/> Application pending</td> <td>F Name and address of principal officer: _____</td> <td>H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td></td> <td></td> <td>H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td></td> <td></td> <td>If "No," attach a list. (see instructions)</td> </tr> </table>			<input type="checkbox"/> Address change	C Name of organization _____	D Employer identification number _____	<input type="checkbox"/> Name change	Doing business as _____	E Telephone number _____	<input type="checkbox"/> Initial return	Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____		<input type="checkbox"/> Final return/terminated	City or town, state or province, country, and ZIP or foreign postal code _____		<input type="checkbox"/> Amended return		G Gross receipts \$ _____	<input type="checkbox"/> Application pending	F Name and address of principal officer: _____	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input type="checkbox"/> No			H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No			If "No," attach a list. (see instructions)
<input type="checkbox"/> Address change	C Name of organization _____	D Employer identification number _____																								
<input type="checkbox"/> Name change	Doing business as _____	E Telephone number _____																								
<input type="checkbox"/> Initial return	Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____																									
<input type="checkbox"/> Final return/terminated	City or town, state or province, country, and ZIP or foreign postal code _____																									
<input type="checkbox"/> Amended return		G Gross receipts \$ _____																								
<input type="checkbox"/> Application pending	F Name and address of principal officer: _____	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input type="checkbox"/> No																								
		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No																								
		If "No," attach a list. (see instructions)																								
I Tax-exempt status: <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (Insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527																										
J Website: ▶ _____ H(c) Group exemption number ▶ _____																										
K Form of organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶ _____ L Year of formation: _____ M State of legal domicile: _____																										
Part I Summary																										
1 Briefly describe the organization's mission or most significant activities: _____																										
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.																									
	3 Number of voting members of the governing body (Part VI, line 1a)	3																								
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4																								
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5																								
	6 Total number of volunteers (estimate if necessary)	6																								
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a																								
	7b Net unrelated business taxable income from Form 990-T, line 38	7b																								
Revenue	8 Contributions and grants (Part VIII, line 1h)																									
	9 Program service revenue (Part VIII, line 2g)																									
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)																									
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)																									
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)																									
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)																									
Expenses	14 Benefits paid to or for members (Part IX, column (A), lines 4–6)																									
	15 Other expenses for or on behalf of members (Part IX, column (A), lines 7–10)																									
	16a Professional fundraising fees (Part IX, column (A), line 11e)																									
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ _____																									
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)																									
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)																									
19 Revenue less expenses. Subtract line 18 from line 12																										
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year End of Year																								
	21 Total liabilities (Part X, line 26)																									
	22 Net assets or fund balances. Subtract line 21 from line 20																									
Part II Signature Block																										
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.																										
Sign Here	Signature of officer _____ Date _____																									
	Type or print name and title _____																									
Paid Preparer Use Only	Print/Type preparer's name _____	Preparer's signature _____																								
	_____	Date _____																								
	Firm's name ▶ _____	Check <input type="checkbox"/> if self-employed PTIN _____																								
	Firm's address ▶ _____	Firm's EIN ▶ _____ Phone no. _____																								
May the IRS discuss this return with the preparer shown above? (see instructions) <input type="checkbox"/> Yes <input type="checkbox"/> No																										
For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form 990 (2018)																										

Page 1 for sample only.

Please submit fully completed Form 990.

ATTACHMENT 8
Contract Form

FOR
REFERENCE
ONLY

NOT FOR SUBMITTAL
NOT FOR SIGNATURE

(Revised 02/04/22)

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is _____.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of _____, 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 _____, telephone no. _____.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

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

are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed _____ Dollars (\$ _____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subconsultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-innegotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of

the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

The following language only applies if the EBO Ordinance applies to the Contract:

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY'S procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 280.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY'S requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as Attachment 1, including RFP , and the specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this Contract. **(NOTE: If consultant has agreed to provide an API percentage that is higher than what was required by the Goal Setting Committee, then you must state what the consultant has agreed to on the API page.)**

- i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY'S contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

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

- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement

coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

Using the address as indicated in the “Notices” article or another address on agreement of the parties.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein

relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

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

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

With copy to:

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

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

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

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

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

ARTICLE 31 - PUBLIC RECORDS

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

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

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges

that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above,

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

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

**JOSEPH ABRUZZO
CLERK AND COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

ENTITY:

Signature

Company Name

Name (type or print)

Signature

Signature

Typed Name

Name (type or print)

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By _____
Department Director

ATTACHMENT 9

Case Management and Client Support Services

Case Management: Including but not limited to-

- Possess the competencies required to provide culturally and linguistically appropriate services.
- Every effort shall be made to hire and/or contract staff with the capacity to be responsive to the needs of people returning to PBC after a period of incarceration.
- All case managers shall have the ability to understand and speak English to allow for effective communication.
- The minimum requirements for case managers include:
 - Valid Florida Driver's License;
 - Training in Motivational Interviewing;
 - Maintain professional demeanor at all times;
 - Excellent verbal and written communication skills;
 - Ability to learn and use the RENEW database to document case notes;
 - LSI-r certification;
 - Excellent time management, problem solving and organizational skills.
- The essential case management services that may be performed by a case manager are:
 - Performs outreach & recruitment activities for targeted reentry participants;
 - Meet with individual participants, administer and/or review the LSI-r assessment and assess participant's criminogenic need;
 - Complete client intake process;
 - Assist with criminal registration;
 - Identify the assets and barriers of participants through observation, interviews, case notes, collateral contacts, and other means;
 - Assist clients in obtaining licenses/IDs;
 - Transport and assist clients with vital appointments for transition (i.e. attend court hearings, medical appointments, obtaining ID/driver license, Social Security appointments, applying for food stamps, etc.);
 - Obtain bus passes and assist clients with coordinating transportation needs;
 - Coordinate service needs with other community agencies;
 - Provide prescription assistance;
 - Request and provide vouchers when applicable for various services, such as clothing, toiletries, tools, and gift card as incentives;
 - Complete Client Acknowledgement Forms;
 - Assist client with food stamps application;
 - Organize family reunification events;
 - Coordinate services with probation officers;
 - Research housing options for client to reside;
 - Monitor treatment plan progress and evaluate multiple reports from service providers;
 - Prepare court reports, present evidence and testify at court hearings;
 - Document all case progress notes in RENEW;
 - Utilize the LSI-r, develop an individualized Transition Plan with short and long-

- term goals in collaboration with the participant, with a focus of moving toward self-sufficiency; and define the process for attainment of goals;
- Meet with participants as needed for case management sessions to provide support, referrals and to ensure their accountability and program compliance;
 - Collaborate and communicate with employment consultant, job coach and/or community partners, if appropriate;
 - Participate in the job search when relevant;
 - Provide individualized job coaching services;
 - Teach resume building skills and cover letter writing;
 - Complete mock interviews/role playing;
 - Form relationship with other employers and service providers;
 - Engage in advocacy on behalf of participant;
 - Research and recommend resources based on participants' needs and desires;
 - Utilizing clinical skills provide participants with counseling and support;
 - Provide crisis intervention as necessary;
 - Provide services utilizing Motivational Interviewing, Harm Reduction and Trauma Informed Care principles;
 - Document the assessment of client progress toward goals, providing support and changes where necessary;
 - Facilitate client peer support groups;
 - Provide individual support to clients via home and job/site visits;
 - Provide and coordinate services for crisis intervention and de-escalation;
 - Facilitate the Job Readiness Class;
 - Facilitate Group Support (i.e.-personal development groups like addressing anger, improving supportive relationships, etc.);
 - Receive and review referrals for new participants;
 - Complete case note documentation ensuring notes are detailed, comprehensive, address participant's involvement with their plan and documents participants' progress or lack thereof towards goal/objective attainment. Ensures a case note is completed for every contact made with the participant as well as for every contact made on behalf of a participant;
 - Complete file reviews. Ensure that the case files and participant records are comprehensive, accurate and complete. Ensure required forms are updated according to regulation and/or policy and procedure. Ensure file is in compliance with regulations and requirements. Enter participant updates and information into databases in accordance with policy and procedures. Collect and calculate statistics by participant and submit to referring agencies as directed;
 - Attend and actively participate in team meetings providing clinical input/insight/feedback utilizing a solution-oriented approach;
 - Advocate on behalf of the participants for other services within the community. This includes coordinating with substance abuse providers, providing life skill classes, job skill assessment and training, off-site counseling services, and any other services deemed necessary to resolve a participant's homelessness;
 - Provide transition materials, as well as, plan workshops, special events, and engage speakers;

- Phone calls (i.e. client check ins, referrals for service coordination, etc.);
- Coordinate services for substance use treatment, job skill assessment and training, community behavioral-health counseling services, housing needs;
- Serve as client liaison between program and other support agencies;
- Identify and coordinate vocational, GED/literacy and job training skills for successful client transition;
- Enter participant updates and information into monthly reports which are submitted to program manager;
- Provide regular, internal reviews of case files and participant records for quality assurance and completion in accordance with agency and program standards; and
- Obtain bus passes and assist clients with coordinating transportation needs.

Client Support Services: Including but not limited to--

- Transportation;
- Employment Assistance;
- Toiletries;
- Medical Financial Assistance;
- Financial Identification Assistance;
- Education Preparation Class;
- Substance Use Assessments;
- Substance Use Education;
- Mental Health Assessment;
- Mental Health Treatment (Individual or Group Sessions);
- Transitional Housing;
- Vocational Training; and
- Pro-Social Activities.

ATTACHMENT 10
Terms & Conditions by Funding Sources

PBC AD VALOREM: Please refer to **Attachment 8**

FLORIDA DEPARTMENT OF CORRECTIONS—REPORTING REQUIREMENTS AND FINANCIAL PENALTIES: This Contract is funded by the Florida Department of Corrections (FDC). The County has been granted a legislative appropriation that is managed by the FDC and such appropriation is subject to compliance with the terms of the FDC Purchase Order Agreement. CONSULTANT agrees to be bound by and to comply with the requirements of the Contractual Purchase Order, by and between the COUNTY and the FDC, as may be amended.

JAG GRANT FUNDS: The JAG program replaced the Bryne Formula Grant and Local Law Enforcement Grant as the primary block grant funding stream for state and local criminal justice agencies. For more information, please visit <https://www.ncsc.org/Services-and-Experts/Government-Relations/Appropriations/Justice-Assistance-Grant-Program.aspx>.

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