Notification of Funding Opportunity (NoFO)

Adult Pre-Release Reentry Services
FY20 – FY23

NoFO available to the public: May 15, 2019
Mandatory Pre-Proposal Conference: May 28, 2019 at 3 p.m. ET
Electronic Submission Deadline: June 14, 2019 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
(561) 355-2326
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, when applicable, to address the following **stabilizing factors**:

1. Housing
2. Mental Health

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 pre-release reentry services
2. Number and percent of adults enrolled in pre-release reentry services who complete programming at Sago Palm Reentry Center
3. Number and percent of adults enrolled in pre-release reentry services and receiving
   a. Cognitive behavioral intervention, based on identified need
   b. Substance use treatment, based on identified need
   c. Employment or vocational training, based on identified need
   d. Transitional housing, based on identified need.
   e. Transportation assistance, based on identified need.

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## ATTACHMENT 2
### Cover Sheet Template

<table>
<thead>
<tr>
<th>Legal Name of Agency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fictitious Name, (d/b/a), if applicable</td>
<td></td>
</tr>
<tr>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td></td>
</tr>
<tr>
<td>Contact’s Email address</td>
<td></td>
</tr>
<tr>
<td>Contact’s Phone number</td>
<td></td>
</tr>
<tr>
<td><strong>Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Program title</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Specific target population, including number to be served</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Geographic area(s) served</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BCC Commission District(s) served</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Program status</strong> (existing or new program)</td>
<td></td>
</tr>
<tr>
<td><strong>Program start date</strong> (if a new program)</td>
<td></td>
</tr>
<tr>
<td><strong>Total program budget</strong> (program’s total budget for one (1) year)</td>
<td></td>
</tr>
<tr>
<td><strong>Amount of funding request from Palm Beach County</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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):

| By: |  |
| Signature | Printed name |
|  |  |
| **Title** | Date |
## ATTACHMENT 3
### Submittal Checklist

<table>
<thead>
<tr>
<th>Proposer's Initials</th>
<th>ATTACHMENT 3 Submittal Checklist</th>
<th>REENTRY STAFF USE ONLY (Staff Initials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Attended <em>Mandatory</em> Pre-Proposal Conference on Tuesday, May 28, 2019 at 4210 N. Australian Avenue, West Palm Beach, 33407 from 3 p.m. – 5 p.m.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Uploaded one (1) single electronic PDF format file, verified to include all attachments, uploaded to the Reentry website. The file shall be named as follows: <em>ADULT PRE RELEASE REENTRY SERVICES_FY2020 to FY2023_Proposer’s Agency Name</em></td>
<td></td>
</tr>
</tbody>
</table>
| 3                   | Provided completed Cover Sheet (*Attachment 2*)
  - All information provided
  - Signed |                                      |
| 4                   | Provided completed Proposal Guidelines (*Section VI*) |                                      |
| 5                   | Provided completed Scope of Work Template (*Attachment 4*) |                                      |
| 6                   | Provided completed Budget Template (*Attachment 5*) |                                      |
| 7                   | Provided completed Unit Cost of Service Rate and Definition Template (*Attachment 6*) |                                      |
| 8                   | Provided completed Logic Model Template (*Attachment 7*) |                                      |
| 9                   | Provided IRS Form 990, if a 501(c)(3) corporation (*Attachment 8*) or Comprehensive Annual Financial Report (CAFR) for public entities |                                      |
| 10                  | Provided most recent completed Independent Audit Report, preferably the last fiscal or calendar year, and not older than two (2) years |                                      |
| 11                  | Provided most recent completed Year-End Financial Statements |                                      |
| 12                  | Provided completed Submittal Checklist (*Attachment 3*) |                                      |
| 13                  | Reviewed Sample Contract form (*Attachment 9*)
  - 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
Scope of Work Template

Contract Period:

Agency Name:

Program Name:

Target Population:

Geographic area(s) served:

Commission Districts:

Overview:

Evidence-based practice:

Observed Risk/Need Factor(s) that will be addressed:

Services:
  • Service/Activity
  • Service/Activity
  • Service/Activity

Outcomes:
The following outcomes will be tracked:
  • # and % of TARGET OUTCOME 1;
  • # and % of TARGET OUTCOME 2;
  • # and % of TARGET OUTCOME 3.

Reports Submission:
The AGENCY shall provide monthly, quarterly and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.
  • Monthly Report format, Exhibit #, Form 1
  • Quarterly Report format, Exhibit #, Form 2
  • Logic Model, Exhibit #, Form 3
  • Annual Report format, Exhibit #, Form 4

Projected number of clients served:
Contract Period: October 1, 2019 – September 30, 2023
Agency Name: XYZ Agency, Inc.
Program Name: Reentry Ready
Target Population: Adults ages 18+ who are moderate to high risk of reoffending
Geographic area(s) served: West Palm Beach
Commission Districts: District 2

Overview:
XYZ Agency, Inc. has over 20 years of experience in loving, equipping, and empowering adults ages 18+ years residing in low-income areas of Palm Beach County, including West Palm Beach through the development of programs and activities that build trusting and loving relationships with adults.

Evidence-based model or promising practice:
The Reentry Ready program paired with Cognitive Behavioral Therapy will be used. The Level of Service Inventory-Revised (LSI-R) is a valid and reliable risk and needs assessment; it goes beyond typical measures of comprehension and vocabulary by also measuring comprehension-based silent reading rate and motivation.

Observed Risk/Need Factor(s) that will be addressed:
Adults with substance use and cognitive behavioral issues.

Services:
Reentry Ready operates 8 hours a day, 5 days a week serving adults ages 18+ years. Reentry Ready is a multi-approach program that features a structured educational component with tutoring, academic enrichment and computer based reading software, a behavior/emotional social component with life skills lessons in character development, guest speakers and field trips, a physical component with sports and team building activities.

Participating adults will receive:
- One-on-one meetings with case managers, life skills lessons, recreation time, field trips, and techniques to work on behavior management.

XYZ Agency, Inc. staff will:
- Record referral source for each individual.

Outcomes:
The following outcomes will be tracked:
- 18 of 30 (60%) program participants will show improvement in reading scores;

Reports Submission:
The AGENCY shall provide monthly, quarterly and annual data for all program participants funded in this Contract. The reports shall be presented in a format acceptable to COUNTY.
- Monthly Report format, Exhibit A, Form 1
- Logic Model, Exhibit A, Form 3

Projected number of clients served:
60 adults
## ATTACHMENT 5
### Program Budget Template

<table>
<thead>
<tr>
<th>Item #</th>
<th>Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A separate budget worksheet must be completed for each funding source that the agency is applying for.</td>
</tr>
<tr>
<td>2</td>
<td>Please complete each column for each funder in detail. Please use Column A to describe in detail each expense.</td>
</tr>
<tr>
<td>3</td>
<td>The budget worksheet is not locked. Add line items and insert rows as appropriate for your program.</td>
</tr>
<tr>
<td>4</td>
<td>Do not enter data in cells that are grayed out.</td>
</tr>
<tr>
<td>5</td>
<td>Comments (notes) have been entered in various cells to help guide your entries.</td>
</tr>
<tr>
<td>6</td>
<td>Keep to the general format of the template.</td>
</tr>
<tr>
<td>7</td>
<td>You can format/auto sum cells that require totals to be entered.</td>
</tr>
<tr>
<td>8</td>
<td>If you wish to add your Agency name to the header/footer section, please do so.</td>
</tr>
<tr>
<td>9</td>
<td>Be sure that you list the relevant program name in cell B1.</td>
</tr>
<tr>
<td>10</td>
<td>If you have numerous funders for your program, insert additional columns to capture that summary data.</td>
</tr>
<tr>
<td>Budget Items</td>
<td>Program Name</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROGRAM FUNDING AMOUNT =</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Expenses</td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td></td>
</tr>
<tr>
<td>Program Assistant</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits - Program Assistant</td>
<td></td>
</tr>
<tr>
<td>Community Educator</td>
<td></td>
</tr>
<tr>
<td>Building /Occupancy</td>
<td></td>
</tr>
<tr>
<td>Rent/Lease</td>
<td></td>
</tr>
<tr>
<td>Building Maintenance</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Project Supplies/Equipment</td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
</tr>
<tr>
<td>Postage/Shipping</td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td></td>
</tr>
<tr>
<td>Materials/Program Supplies</td>
<td></td>
</tr>
<tr>
<td>Equipment Rental</td>
<td></td>
</tr>
<tr>
<td>Professional Fees</td>
<td></td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>Travel/Mileage</td>
<td></td>
</tr>
<tr>
<td>TOTAL PROGRAM EXPENSES = $</td>
<td></td>
</tr>
<tr>
<td>Administrative Expenses</td>
<td></td>
</tr>
<tr>
<td>Administrative % of PBC Award</td>
<td></td>
</tr>
<tr>
<td>Administrative % of PBC Award</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>CBA Budget Items</td>
<td>CBA Program Name</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td></td>
</tr>
<tr>
<td>Program Assistant</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits - Program Assistant</td>
<td></td>
</tr>
<tr>
<td>Community Educator</td>
<td></td>
</tr>
<tr>
<td><strong>Building/Occupancy</strong></td>
<td></td>
</tr>
<tr>
<td>Programmatic Rent/Lease</td>
<td></td>
</tr>
<tr>
<td>Building/Maintenance</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td><strong>Project Supplies/Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
</tr>
<tr>
<td>Postage/Shipping</td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td></td>
</tr>
<tr>
<td>Materials/Program Supplies</td>
<td></td>
</tr>
<tr>
<td><strong>Equipment Rental</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Professional</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Consulting Fees</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ADMINISTRATIVE EXPENSES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Administrative % of PBC Award</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Rent for areas that house admin staff should be listed separately under admin position. Rent expense for wraparound facility Total rental expense for FY16 $33,000. Allocation to Palm Beach County CBA: $20,000. Remaining $13,000 will be paid by other operating income.
ATTACHMENT 6
Unit Cost of Service Rate 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. Timesheets will be submitted for reimbursement that document the number of hours worked by each qualified case manager for participants, along with spreadsheets documenting services provided by each individual case manager to participants.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Annual Salary</th>
<th>Portion of Time Devoted to Activity</th>
<th>Total Salary</th>
<th>Benefits</th>
<th>FICA</th>
<th>Medicare</th>
<th>Insurance (health, life, long-term)</th>
<th>Benefit Amount</th>
<th>Total Salary &amp; Benefits</th>
<th>Hours per year</th>
<th>PTO hours (includes vac, sick, personal)</th>
<th>Holiday hours</th>
<th>Trainings, Staff Meetings</th>
<th>Non-Direct Service hours (based on 40%)</th>
<th>Portion of Time Devoted to Activity</th>
<th>Chargable Hours</th>
<th>Total Salary and Benefits</th>
<th>equals Chargable (Productive) Hours:</th>
<th>divided by Chargable Hours:</th>
<th>equals Hourly Recharge Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agreement to complete green shaded areas
(copy columns as necessary for additional personnel)
This calculation can be used when a group rate is charged to users

This calculation can be used when a group rate is charged to users.
<table>
<thead>
<tr>
<th>Name</th>
<th>Mary James</th>
<th>Jane Thomas</th>
<th>Tina Davis</th>
<th>April Smith</th>
<th>Group Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Case Mgr 1</td>
<td>Case Mgr 2</td>
<td>Clinical Counselor</td>
<td>Director</td>
<td>Group Rate</td>
</tr>
<tr>
<td>Annual Salary</td>
<td>50,000</td>
<td>50,000</td>
<td>45,000</td>
<td>85,000</td>
<td></td>
</tr>
<tr>
<td>Portion of Time Devoted to Activity</td>
<td>100%</td>
<td>100%</td>
<td>55%</td>
<td>7%</td>
<td></td>
</tr>
<tr>
<td>Total Salary</td>
<td>50,000</td>
<td>50,000</td>
<td>24,750</td>
<td>5,950</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FICA</td>
<td>$3,100</td>
<td>$3,100</td>
<td>$1,535</td>
<td>$369</td>
<td></td>
</tr>
<tr>
<td>Medicare</td>
<td>$725</td>
<td>$725</td>
<td>$359</td>
<td>$86</td>
<td></td>
</tr>
<tr>
<td>Insurance (health, life, long-term)</td>
<td>$15,000</td>
<td>$15,001</td>
<td>$0</td>
<td>$15,003</td>
<td></td>
</tr>
<tr>
<td>Benefit Amount</td>
<td>18,825</td>
<td>18,826</td>
<td>1,893</td>
<td>15,458</td>
<td></td>
</tr>
<tr>
<td>Total Salary and Benefits</td>
<td>68,825</td>
<td>68,826</td>
<td>26,643</td>
<td>21,408</td>
<td>185,703</td>
</tr>
<tr>
<td>Hours per year</td>
<td>2,080</td>
<td>2,080</td>
<td>1,040</td>
<td>2,080</td>
<td></td>
</tr>
<tr>
<td>less:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PTO hours (includes vac, sick, personal)</td>
<td>-80</td>
<td>-80</td>
<td>-80</td>
<td>-80</td>
<td></td>
</tr>
<tr>
<td>Holiday hours</td>
<td>-80</td>
<td>-80</td>
<td>-80</td>
<td>-80</td>
<td></td>
</tr>
<tr>
<td>Trainings, Staff Meetings</td>
<td>-200</td>
<td>-200</td>
<td>-200</td>
<td>-200</td>
<td></td>
</tr>
<tr>
<td>Non-Direct Service hours (based on 40%)</td>
<td>-688</td>
<td>-688</td>
<td>-272</td>
<td>-688</td>
<td></td>
</tr>
<tr>
<td>Portion of Time Devoted to Activity</td>
<td>100%</td>
<td>100%</td>
<td>55%</td>
<td>7%</td>
<td>Chargable Hours</td>
</tr>
<tr>
<td>equals Chargable (Productive) Hours:</td>
<td>1,032</td>
<td>1,032</td>
<td>224</td>
<td>72</td>
<td>2,361</td>
</tr>
<tr>
<td>Total Salary and Benefits</td>
<td>68,825</td>
<td>68,826</td>
<td>26,643</td>
<td>21,408</td>
<td>185,703</td>
</tr>
<tr>
<td>divided by Chargable Hours:</td>
<td>1,032</td>
<td>1,032</td>
<td>224</td>
<td>72</td>
<td>2,361</td>
</tr>
<tr>
<td>equals Hourly Recharge Rate:</td>
<td>$66.69</td>
<td>$66.69</td>
<td>$118.73</td>
<td>$296.35</td>
<td>$78.67</td>
</tr>
</tbody>
</table>
## ATTACHMENT 7
Logic Model Template

### PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY

#### Division: Justice Services  
**Program: Adult Pre-Release Reentry**

<table>
<thead>
<tr>
<th>PROBLEM (Identify Criminogenic Needs)</th>
<th>SERVICE OR ACTIVITY (Identify service or activity type and dosage)</th>
<th>OUTCOME (General statement of results expected)</th>
<th>INDICATORATOR (# of clients being served divided by # of total clients with the identified criminogenic need)</th>
<th>ACTUAL RESULTS (Actual # of clients achieving the outcome, divided by # served; the % of clients who achieved the outcome)</th>
<th>ASSESSMENT TOOL &amp; SCORE</th>
<th>DATA SOURCE (Collection procedure &amp; personnel responsible)</th>
<th>FREQUENCY OF DATA COLLECTION &amp; REPORTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>Intervention</td>
<td>Benefit</td>
<td>Performance</td>
<td>Performance</td>
<td>Accountability</td>
<td>Accountability</td>
<td>Accountability</td>
</tr>
<tr>
<td>SAMPLE</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
<td>SAMPLE</td>
<td>LSI-R, Score 40</td>
<td></td>
</tr>
<tr>
<td>Cognitive Behavioral Issues</td>
<td>Client will be referred to MRT, 24 classes</td>
<td>Client will receive cognitive behavioral therapy</td>
<td>15 out of 30 clients (50%) will be placed in MRT</td>
<td>10 out of 15 clients (67%) completed MRT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Substance Use Issues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anti-Social Associates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anti-Social Personality</td>
<td></td>
<td></td>
<td></td>
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## ATTACHMENT 8

**IRS Form 990 – Return of Organization Exempt from Income Tax**

**Page 1 of sample only. Please submit fully completed Form 990.**
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 _________________________________________________________________________________________________ authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including but not limited to consultant, vendor, contractor, sub-recipient), whose Federal I.D. is ________________________________.

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

ARTICLE 1 - SERVICES
The ENTITY’S responsibility under this Contract is to provide _________________________________________________________________________________________________ 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 ENTITY’S representative/liaison during the performance of this Contract shall be ________________________________, telephone no. ________________________.

ARTICLE 2 - SCHEDULE
The ENTITY shall commence services on _____________________ and complete all services by _____________________. The Parties agree that the ENTITY will be entitled to payment for services rendered beginning on ________________________, notwithstanding the date the contract is executed by the Board of County Commissioners.

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

ARTICLE 3 - PAYMENTS TO ENTITY
A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of _____________________. The ENTITY shall notify the COUNTY’s representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed ______________________ 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 II2.06l, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY’S final/last billing to the COUNTY. This shall constitute ENTITY’S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.

E. In order to do business with Palm Beach County, ENTITY’S are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If ENTITY intends to use sub-contractors, ENTITY must also ensure that all sub-contractors are registered as subcontractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the ENTITY and all of its sub-contractors are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

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

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

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

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

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

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:
If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 8 - FEDERAL AND STATE TAX**

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

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

**ARTICLE 9 - AVAILABILITY OF FUNDS**

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

**ARTICLE 10 - INSURANCE**

A. ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. ENTITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENTITY under the contract.

B. **Commercial General Liability** ENTITY shall maintain Commercial General Liability at a limit of liability not less than **$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County’s Risk Management Department. ENTITY shall provide this coverage on a primary basis.

C. **Business Automobile Liability** ENTITY shall maintain Business Automobile Liability at a limit of liability not less than **$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event ENTITY doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing ENTITY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ENTITY shall provide this coverage on a primary basis.

D. **Worker’s Compensation Insurance & Employers Liability** ENTITY shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. ENTITY shall provide this coverage on a primary basis.

E. **Professional Liability** ENTITY shall maintain Professional Liability or equivalent Errors &
Omissions Liability at a limit of liability not less than **$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of ENTITY’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, ENTITY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 life of this Contract, ENTITY shall purchase a SERP with a minimum reporting period not less than 3 years. ENTITY shall provide this coverage on a primary basis.

**Additional Insured** ENTITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” ENTITY shall provide the Additional Insured endorsements coverage on a primary basis.

**F. Waiver of Subrogation** ENTITY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 to the policy, then ENTITY shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should ENTITY enter into such an agreement on a pre-loss basis.

**G. Certificate(s) of Insurance** Prior to execution of this Contract, ENTITY shall deliver to the COUNTY’S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o _________________________

____________________________

____________________________

**H. Umbrella or Excess Liability** If necessary, ENTITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a
“Follow-Form” basis.

I. **Right to Review** 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, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE 11 - INDEMNIFICATION**

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

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 13 - REMEDIES**

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

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

**ARTICLE 14 - CONFLICT OF INTEREST**

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to
disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY’S place of business.

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

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

ARTICLE 21 - NONDISCRIMINATION
The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ENTITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK
The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY’S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

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

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

**ARTICLE 26 - NOTICE**

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

_________________________________
_________________________________
_________________________________

With copy to:

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

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

_________________________________
_________________________________
_________________________________

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**
The ENTITY, ENTITY’S employees, subcontractors of ENTITY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolution R-2003-1274, as amended. The ENTITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ENTITY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITY’S who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

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

ARTICLE 31 - PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as
provided under this Contract.

B. Upon request from the County’s Custodian of Public Records, provide the County with
a copy of the requested records or allow the records to be inspected or copied within a
reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as
otherwise provided by law. The ENTITY further agrees that all fees, charges and
expenses shall be determined in accordance with Palm Beach County PPM CW-F-002,
Fees Associated with Public Records Requests, as it may be amended or replaced from
time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public
records disclosure requirements are not disclosed except as authorized by law for the
duration of the contract term and following completion of the Contract, if the ENTITY
does not transfer the records to the public agency.

D. Upon completion of the Contract the ENTITY shall transfer, at no cost to the County,
all public records in possession of the ENTITY unless notified by County’s
representative/liaison, on behalf of the County’s Custodian of Public Records, to keep
and maintain public records required by the County to perform the service. If the
ENTITY transfers all public records to the County upon completion of the Contract,
the ENTITY shall destroy any duplicate public records that are exempt, or confidential
and exempt from public records disclosure requirements. If the ENTITY keeps and
maintains public records upon completion of the Contract, the ENTITY shall meet all
applicable requirements for retaining public records. All records stored electronically
by the ENTITY must be provided to County, upon request of the County’s Custodian
of Public Records, in a format that is compatible with the information technology
systems of County, at no cost to County.

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

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

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

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: ______________________________________
County Administrator of Designee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ______________________________________
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: ______________________________________
Division Director

ENTITY:

Company Name

______________________________________
Signature

______________________________
Typed Name

______________________________
Title

WITNESS:

Signature

______________________________
Typed Name

(corp. seal)
EXHIBIT "A"

SCOPE OF WORK
ATTACHMENT 10
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 though observation, interviews, case notes, collateral contacts, and other means;
  - Assist clients in obtaining licenses/IDs;
  - Assist with obtaining bus passes and assist clients with coordinating transportation needs;
  - Coordinate service needs with other community agencies;
  - Provide prescription assistance;
  - Assist with requesting and providing 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;
  - Assist with organizing family reunification events;
  - Coordinate services with probation officers;
  - Assist with researching 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;
- 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;
  o Enter participant updates and information into monthly reports which are submitted to program manager;
  o Provide regular, internal reviews of case files and participant records for quality assurance and completion in accordance with agency and program standards; and
  o Assist with obtaining bus passes and assist clients with coordinating transportation needs.

Client Support Services: Including but not limited to--
  • Employment Assistance;
  • Financial Identification Assistance;
  • Education Preparation Class;
  • Substance Use Assessments;
  • Substance Use Education; and
  • Vocational Training.
ATTACHMENT 11
Terms & Conditions by Funding Sources

PBC AD VALOREM: Please refer to Attachment 9

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.