

**Notification of Funding Opportunity (NoFO)**

**ATTACHMENTS**

Adult Post-Release Reentry Services

FY23 – FY25

Individual Funding Opportunities Available for:

1. Case Management Services
2. Transitional Job Programs
3. Transitional Housing Programs
4. Mental Health Treatment/Services

*Service providers need not apply for all opportunities*

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

(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 model[[1]](#footnote-1):

* 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

Proposes 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
   1. Cognitive behavioral intervention, based on identified need
   2. Substance use treatment, based on identified need
   3. Mental health treatment, based on identified need
   4. Employment training and job placement, based on identified need
   5. Transitional housing, based on identified need.
   6. Transportation assistance, based on identified need.

## 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) |  |
| Please check off all Service Categories Agency is applying for | |  |  |  |  | | --- | --- | --- | --- | |  | Case Management & General Client Support Services |  | Transitional Job Program | |  | Transitional Housing Program |  | Mental Health Services/Treatment | |
| Program title(s) |  |
| 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 (*For Case Management agencies: please include your proposed external agency for substance use assessments/education*) |  |
| **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**

|  |  |  |  |
| --- | --- | --- | --- |
| **Proposer’s Initials** |  |  | **REENTRY STAFF**  **USE ONLY**  (Staff Initials) |
|  | 1 | Attended ***Mandatory*** 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: *ADULT POST RELEASE REENTRY SERVICES\_FY23 to FY25\_Proposer’s Agency Name* |  |
|  | 3 | Provided completed Cover Sheet (**Attachment 2**)   * All information provided * Signed |  |
|  | 4 | Provided completed Proposal Guidelines (**Section V**) |  |
|  | 5 | Provided Letters of Intent and/or Executed Active MOUs for any external community based provider to fill gaps in services if applicable. *(Case management agencies – please provide letter of intent or executed MOU with proposed substance use assessment/education provider)* |  |
|  | 6 | Provided completed Program Budget Template (**Attachment 4A, 4B, 4C, and/or 4D based on service category applied for**) |  |
|  | 7 | Provided completed Program Staff Template (**Attachment 5**)  *For Case Management & General Client Support Services applicants ONLY* |  |
|  | 8 | Provided completed Logic Model Template (**Attachment 6**)  *For Case Management & General Client Support Services, Transitional Job, or Transitional Housing applicants ONLY.* |  |
|  | 9 | Provided IRS Form 990, if a 501(c)(3) corporation (**Attachment 7**) 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 8**)   * 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 4A-D**

**Program Budget Template**

|  |  |
| --- | --- |
| **Item #** | **Guidelines** |
| **1** | A separate budget worksheet must be completed for each service category 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 4A – Case Management & General Client Support Services**

**Program Budget Template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget Items** | **Program Name** | **Palm Beach County Funding** | | | |
| **Program Period: FY2023 – FY2025** | Proposed | |  |
| **TOTAL PROGRAM FUNDING AMOUNT =** | |  | | | |
|  | |  | | | |
| **Program Expenses** | **Narrative** | **Total** | | | |
| **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** | **Narrative** |  | | | |
| **Personnel** |  |  | | | |
| Executive Position #1 (JL) |  |  | | | |
|  |  |  | | | |
| **Consulting Fees** |  |  | | | |
| XYZ Consultants |  |  | | | |
| **TOTAL ADMINISTRATIVE EXPENSES =** | |  | | | |
| **Administrative % of PBC Award** |  | #DIV/0! | | | |
|  |  |  | | | |

**ATTACHMENT 4B – Transitional Job Program**

**Program Budget Template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget Items** | **Program Name** | **Palm Beach County** | | | |
| **Program Period: FY2023 – FY2025** | Proposed | |  |
| **TOTAL PROGRAM FUNDING AMOUNT =** | |  | | | |
|  | |  | | | |
| **Program Expenses** | **Narrative** | **Total** | | | |
| **Personnel** |  |  | | | |
| Program Manager |  |  | | | |
| Program Staff |  |  | | | |
| Fringe Benefits ‐ Program Staff |  |  | | | |
|  |  |  | | | |
|  |  |  | | | |
| **Host Site(s)** |  |  | | | |
| Rent/Lease |  |  | | | |
| Building Maintenance |  |  | | | |
| Insurance |  |  | | | |
|  |  |  | | | |
| **Host Site(s) Utilities** |  |  | | | |
| Electric |  |  | | | |
| Water |  |  | | | |
| Telephone |  |  | | | |
|  |  |  | | | |
| **Project Supplies/Equipment** |  |  | | | |
| Office Supplies |  |  | | | |
| Postage/Shipping |  |  | | | |
| Materials/Program Supplies |  |  | | | |
| Equipment Rental |  |  | | | |
|  |  |  | | | |
| **TOTAL PROGRAM EXPENSES =** | | **$** |  | **‐** |

**ATTACHMENT 4C – Transitional Housing Program**

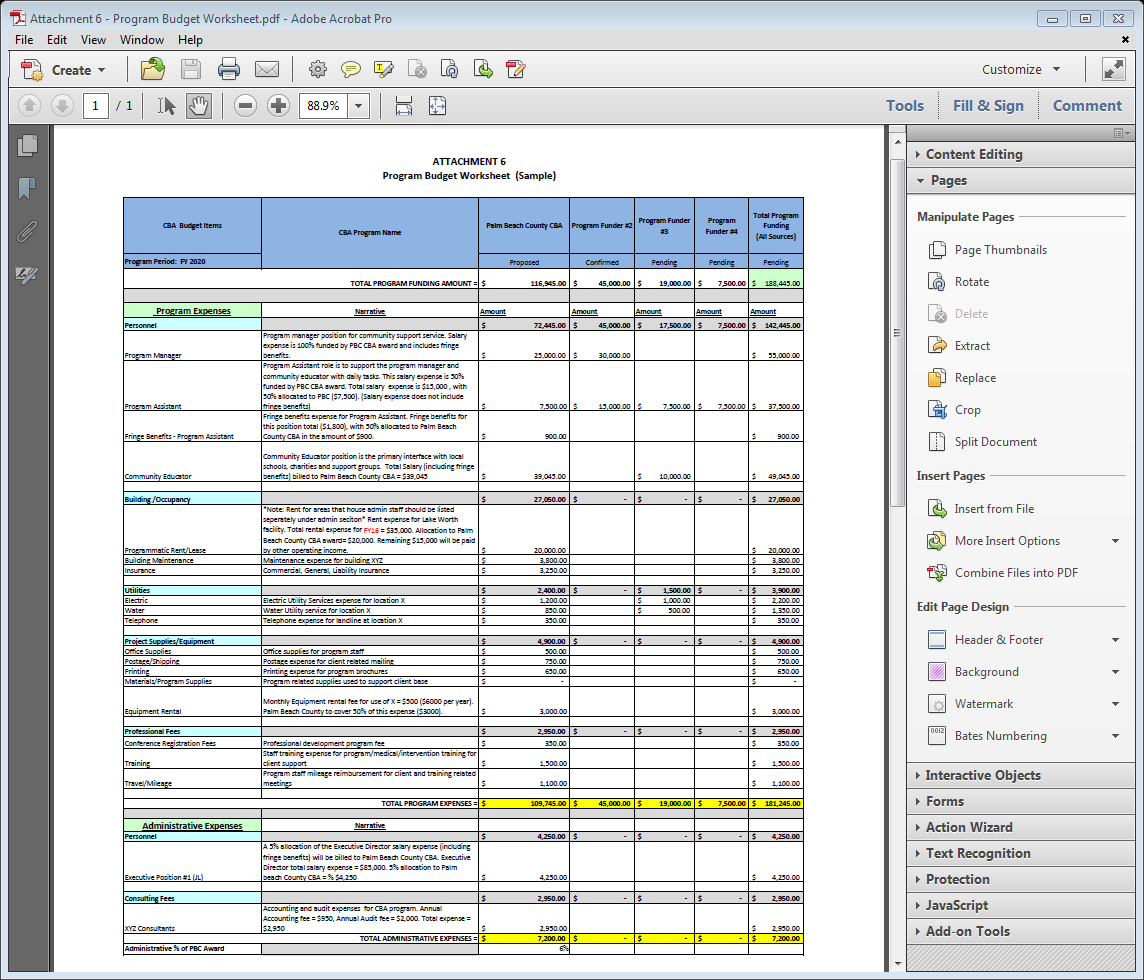
**Program Budget Template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget Items** | **Program Name** | **Palm Beach County** | | | |
| **Program Period: FY2023 – FY2025** | Proposed | |  |
| **TOTAL PROGRAM FUNDING AMOUNT =** | |  | | | |
|  | |  | | | |
| **Program Expenses** | **Narrative** | **Total** | | | |
| **Personnel** |  |  | | | |
| Program Manager |  |  | | | |
| Program Staff |  |  | | | |
| Fringe Benefits ‐ Program Staff |  |  | | | |
|  |  |  | | | |
|  |  |  | | | |
| **Housing Site(s)** |  |  | | | |
| Rent/Lease |  |  | | | |
| Building Maintenance |  |  | | | |
| Insurance |  |  | | | |
| Furnishings |  |  | | | |
|  |  |  | | | |
| **Housing Site(s) Utilities** |  |  | | | |
| Electric |  |  | | | |
| Water |  |  | | | |
| Telephone |  |  | | | |
|  |  |  | | | |
| **Project Supplies/Equipment** |  |  | | | |
| Office Supplies |  |  | | | |
| Postage/Shipping |  |  | | | |
| Materials/Program Supplies |  |  | | | |
| Equipment Rental |  |  | | | |
|  |  |  | | | |
| **TOTAL PROGRAM EXPENSES =** | | **$** |  | **‐** |

**ATTACHMENT 4D – Mental Health Treatment/Services**

**Program Budget Template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget Items** | **Program Name** | **Palm Beach County** | | | |
| **Program Period: FY2023 – FY2025** | Proposed | |  |
| **TOTAL PROGRAM FUNDING AMOUNT =** | |  | | | |
|  | |  | | | |
| **Program Expenses** | **Narrative** | **Total** | | | |
| **Personnel** |  |  | | | |
| Program Manager |  |  | | | |
| Program Staff |  |  | | | |
| Fringe Benefits ‐ Program Staff |  |  | | | |
|  |  |  | | | |
|  |  |  | | | |
| **Building/Occupancy** |  |  | | | |
| Rent/Lease |  |  | | | |
| Building Maintenance |  |  | | | |
| Insurance |  |  | | | |
|  |  |  | | | |
| **Host Site(s) Utilities** |  |  | | | |
| Electric |  |  | | | |
| Water |  |  | | | |
| Telephone |  |  | | | |
|  |  |  | | | |
| **Project Supplies/Equipment** |  |  | | | |
| Materials/Program Supplies |  |  | | | |
| Equipment Rental |  |  | | | |
|  |  |  | | | |
| **TOTAL PROGRAM EXPENSES =** | | **$** |  | **‐** |

****

**sample**

**ATTACHMENT 5**

**Program Staff Template**

***(Case Management & General Client Support Services ONLY)***

**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.



## ATTACHMENT 6

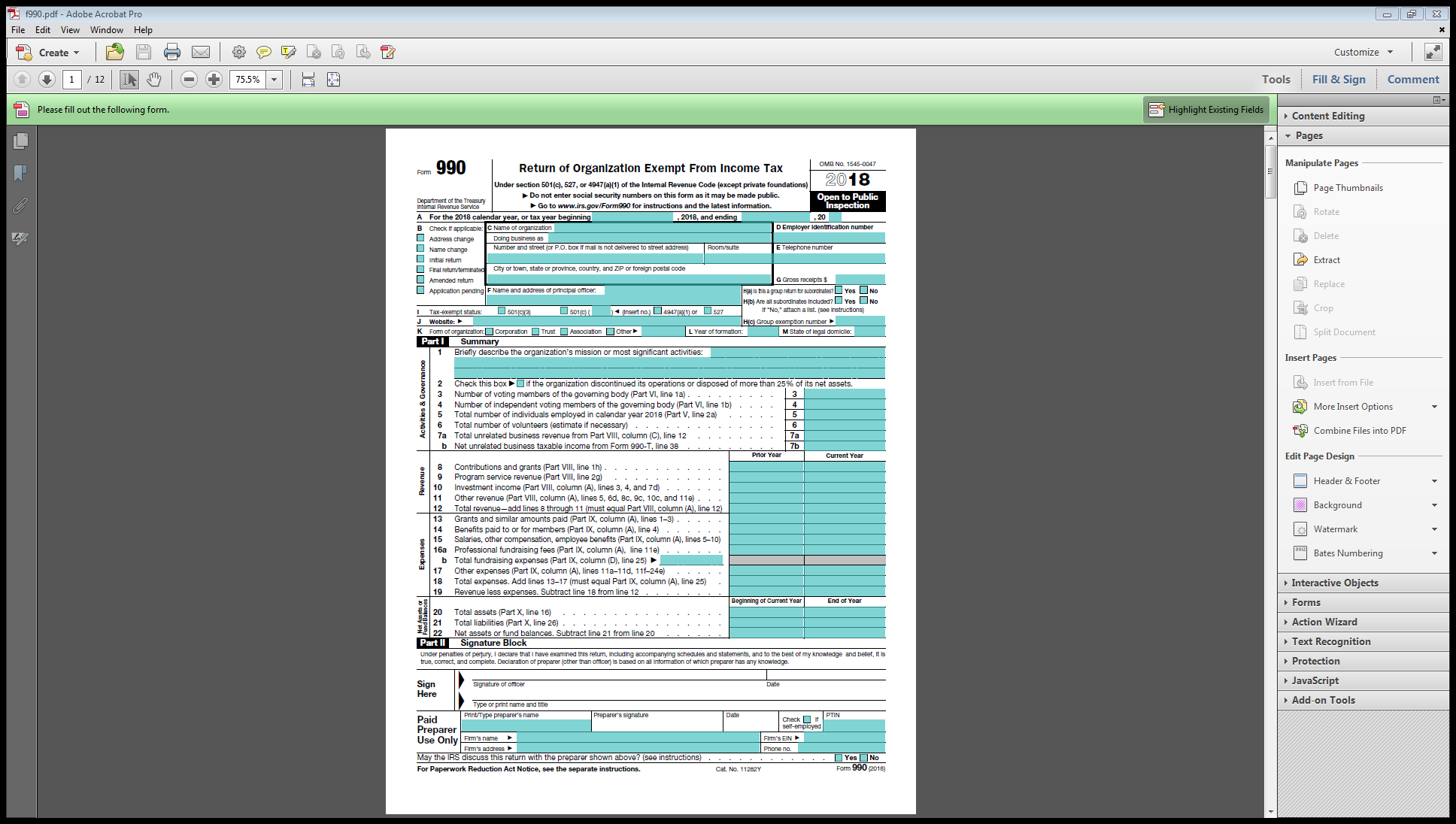
**Logic Model Template**

***(Case Management & General Client Support Services, Transitional Job or Transitional Housing Applicants ONLY)***

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

## ATTACHMENT 7

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

****

**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**

1. 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.

1. 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.
2. "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 ll2.06l, Florida Statutes.

1. 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.

1. 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:

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

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

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

1. 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.)**

1. 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.

1. 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 l0 - 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.

1. 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.

1. Workers’ Compensation Insurance & Employer’s Liability: CONSULTANT shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

1. 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.

1. 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 t h a t 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.

1. 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.

1. 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 l2 - 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 l4 - 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**

1. 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.

1. **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:

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

1. 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.

1. 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.

1. 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** |  | **PALM BEACH COUNTY** |
| **CLERK AND COMPTROLLER** |  | **BOARD OF COUNTY COMMISSIONERS:** |
| **By:** |  | **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Deputy Clerk** |  | **Mayor** |
| **WITNESS:** |  | **ENTITY:** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Signature** |  | **Company Name** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name (type or print)** |  | **Signature** |
|  |  | **\_** |
| **Signature** |  | **Typed Name** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name (type or print)**      **APPROVED AS TO FORM** | | **Title** |
| **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 though 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>**.**

1. D.A. Andrews and James Bonta (2010), *The Psychology of Criminal Conduct, 5th Edition.* Elsevier, Inc. [↑](#footnote-ref-1)