

Notification of Funding Opportunity (NoFO)

Youth Pre- & Post-Release Reentry Services FY23 – FY25

NoFO available to the public: February 23, 2022 <u>Mandatory</u> 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

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READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS

I. <u>GENERAL INFORMATION</u>

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

PBC BCC created the Public Safety Department – Division of Justice Services/Reentry (PBC Reentry), in part, to contract with agencies that provide services to assist youths who are low-to-high risk of recidivating (based on a validated risk and needs assessment) and transitioning back to PBC after a period of incarceration. The youth pre- and post-release reentry services should be evidence-based (please refer to **Attachment 1**). If awarded, proposers would be working directly with eligible reentry clients and their families by coordinating care and services.

The PBC Youth Reentry program has identified five (5) priority areas for youth reentry pre- and post-release services. The youth reentry priority areas are:

- 1. <u>Community & Family Engagement</u> Family and community relationships and prosocial activities are instrumental in linking youth to services and promoting positive engagement during reentry. Some of the primary purposes of family engagement efforts are to help hold youth accountable for their actions and to assist them in carrying out the obligations set by the court; to provide a source of supervision, protection, guidance, and emotional support; and to affirm the youths' connections to their kinship networks in order to reduce future criminal behavior. Proposers will be expected to support the above goals and coordinate services such as peer family supports, mentoring opportunities, pro-social activities, community involvement, and leveraging resources and community relationships to meet the basic needs of youth and their families.
- 2. <u>Education/Employment</u> The reconnection to school is essential, as education is an important protective factor in youth reentry success. Youth who do not attend school regularly have higher numbers of delinquency referrals than those who regularly attend and poor academic performance is a risk factor linked to recidivism. Partnerships between local educational systems and justice systems are an essential component of youth reentry and this transition should be carefully coordinated to promote positive student outcomes and avoid delayed access to appropriate local schools. Proposers will be expected to support the above goals and coordinate services such as navigating Individualized Education Programs (IEPs), learning disabilities, and exploring alternative education and post-secondary education options. Proposers will also be responsible for assisting youth in providing job readiness skill programs and assisting youth to gain employment. Employment training and opportunities provided should meet local job market demands. Employment services should also assist and prepare reentry participants for realistic job opportunities.
- 3. <u>Mental Health Services/Treatment</u> Utilizing mental health care services can be a daunting process, particularly for youth upon community reentry from detention. In order to aid youth in accessing mental health care at detention release, systemic coordination efforts are necessary. The systematic coordination among caregivers, youth, and individuals within the justice system are needed to reduce barriers given that utilization of mental health care is a complex process. Youth seeking these services

should be assisted in developing skill-building, coping mechanisms and moral reasoning, as well as managing any diagnosed conditions and medication.

- 4. <u>Substance Use Services/Treatment</u> Many youth involved with the juvenile justice system experience multiple personal, education and family problems. Many justice-involved youths use substances on a regular basis, some of whom may also demonstrate heavy alcohol and/or drug usage levels and substance use disorders (SUDs). Involvement with drugs or alcohol increases the duration of antisocial behavior and likelihood of continued and serious contact with the juvenile justice system. Meaningful access to substance use services/treatment with evidence-based practices are vital in addressing challenges substance-using youth may face can reduce the probability of recidivism.
- 5. <u>Financial Assistance</u> For youth reentry participants, pre- and post-release financial assistance is necessary in order to further connect youth with services and fulfill outstanding needs that may be otherwise challenging to resolve. Financial assistance may be used to do things such as help youth complete any prerequisite classes, fulfill documentation requests, application fees, reconcile fines to attain a variety of identification options (birth certificates, social security cards, state identification card, driver's license and related driving courses, etc.), providing basic technological items and communication devices, medical care/treatment, medications and assisting youth in having other basic needs met.

The youth pre- and post-release reentry services addressed in this NoFO should be able to address the above youth reentry priority areas and provide or coordinate case management services as defined below:

A. <u>Case Management & General Client Support Services</u>: Assessment, identification, and facilitation of services to address the basic and criminogenic needs of participants through individualized case planning, supportive services, and connections within the community. Case management agencies will be expected to build relationships and collaborate with reentry providers and community stakeholders such as the Department of Juvenile Justice (DJJ), Department of Children and Families (DCF), local churches, educational institutions, counselors, and other relevant agencies. Case managers will be trained to administer an approved risk-needs assessment as determined by PBC Reentry, Risk-Needs-Responsivity Model, Motivational Interviewing, Cultural Competency and Trauma-Informed Care (TIC).

Services to be delivered may include but is not limited to cognitive behavioral interventions, prosocial activities, employment assistance, medication/medical assistance, family reunification counseling, educational classes, housing, mental health services/treatment, substance use services/treatment and vocational training for youth. Further information is listed on **Attachment 9**.

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

familiarize themselves with the Strategic Plan.

Proposer Requirements

- Proposers will clearly identify how their Care Coordination service/program(s) address youth priority areas, case management and client support services.
- Proposers will clearly identify how their Care Coordination service/program(s) address the four intended reentry outcomes as outlined in the *Strategic Plan* and the performance metrics in **Attachment 1.**
- Proposers seeking PBC assistance must be chartered or registered with the Florida Department of State, have been incorporated for at least one (1) agency fiscal year, and have provided services for at least six (6) months.
- Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service or be government entities.
- Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.

Reentry Contact Person

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

NoFO Application & Programmatic Questions

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

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

Amendments to NoFO

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

Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall

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

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

Review of Proposals

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

Selection Process

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

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

The Review Panel is tentative scheduled to meet in virtual public session on March 23, 2021 at 8:30 a.m. ET due to the current COVID-19 pandemic to score each Proposal by reviewing each Proposal against the evaluation criteria listed in the Proposal Guidelines. Upon completion of the Review Panel's review and discussion of all the responsive proposals submitted, each Review Panel member shall score each proposal and total the scores for each proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Drug Court Selection Committee meeting. Access to the Review Panel's virtual proposal evaluation will be available upon request.

After the Review Panel has scored each Proposal, either a finalist(s) will be ranked and the Review Panel will make its recommendation for award of contract(s) or it will be determined which proposals will be

given further consideration for award and "shortlisted" to give an Oral Presentation/Demonstration.

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

<u>Right of Appeal/Protest</u>

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

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

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

Contractual Insurance Requirements, if a Proposal is Selected

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

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II. OFFICIAL NOTIFICATION OF FUNDING OPPORTUNITY (NoFO)

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

The Public Safety Department – Division of Justice Services/Reentry will be accepting proposals for Adult Post-Release Reentry Services (FY23 – FY25). Contracts issued will be for one (1) three (3) year period.

The NoFO and all associated documents will be available on the PBC's online VSS system and the Reentry website. Registered agencies can sign-in or user may choose Public Access. A hard copy of the NoFO may also be obtained without charge from the Public Safety Department – Division of Justice Services/Reentry at 301 N. Olive Avenue, Suite 1001, West Palm Beach, Florida 33401; Monday through Friday, 8:00 a.m. to 5:00 p.m.

Eligible Proposers

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

Priority Areas*

- A. Case management & General Client Support Services**
- B. Youth Priority Area 1 Family & Community Engagement
- C. Youth Priority Area 2 Education
- D. Youth Priority Area 3 Mental Health Services/Treatment
- E. Youth Priority Area 5 Substance Use Services/Treatment
- F. Youth Priority Area 4 Financial Assistance

*Proposers must be able to provide or successfully coordinate services for the above listed Priority Area in full. Any coordination of services from an agency outside of the proposer's will require Memorandums of Understanding (MOU) with community based agencies to fill gaps in services by the time of official contract execution. Proposers must be able to list any agencies that would be used and provide/submit, at minimum, Letters of Intent from these agencies at the time of proposal submittal.

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

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A. Program Requirements for Case Management & General Client Support Services

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

- Case Manager Minimum Criteria
- Case Manager Supervisor Minimum Criteria
- Service Delivery
- Assessments and Release Plans
- Budget and Reimbursement Rates

Case Manager Minimum Criteria

- Experience in social services as it relates to the criminal justice and/or reentry system.
- Related Bachelor's degree or an equivalent history of experience.
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system and dedicated primarily to this program and its goals.

Case Manager Supervisor Minimum Criteria

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

Service Delivery

Proposers must be able to provide case management and general client support services within a reasonable amount of time as determined by PBC Reentry. Case management supervisors will be expected to regularly staff and review cases to evaluate the effectiveness of services and ensure contract compliance. Case managers and case manager supervisors will be expected to provide consistent, relationally grounded support and meaningful, prompt access to services.

The case management team will engage youth in a developmental relationship, building sustainable connections with families and providing services as identified by youth reentry participants, families, and multidisciplinary teams. The case management team will also be responsible for responding to needs and experiences of youth to establish overall good health and well-being such as ensuring youth feel safe physically, emotionally, and psychologically, helping youth cultivate a sense of hope and purpose, and ensuring youth have mastered social competencies, resiliency skills and lifelong healthy habits.

Case management agencies will be expected to build relationships and collaborate with reentry providers and community stakeholders such as the Department of Juvenile Justice (DJJ), Department of Children and Families (DCF), educational institutions, counselors, and other relevant agencies. These relationships will help support the needs and success of youth reentry participant. Services are to start at the time of referral regardless of pre- or post-release status.

Assessments and Release Plans

Proposer staff will be required to complete assessments and release plans on all clients based on client needs using objective tools, collateral contacts, and principles of risk-need-responsivity, age-appropriate, administered by trained/qualified staff, used to match appropriate level of supervision and service dosage for effective interventions. Utilize the risk-need-responsivity model to continually evaluate the progress and needs of the youth and their ability to achieve goals while being able to remain flexible and adapt to emerging needs.

Assessments and release plans utilized can be, but are not limited to:

- Risk-Needs Assessments as determined by PBC Reentry
- Pre-Release Plans
- Post-Release Plans
- Employment Readiness Assessments
- Needs Assessments

Budget and Reimbursement Rates

Proposers will be allocated an approved budget amount based on funding availability and program service capacity. The below proposed unit rate and administrative fee is contingent on funder approval and is subject to change during and after the lifecycle of this NoFO.

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

Case Management & General Client Support Services Billing Example:

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

B. Program Requirements for Family & Community Engagement Services

Family and community relationships and prosocial activities are instrumental in linking youth to services and promoting positive engagement during reentry. Proposers will be responsible for coordinating services for youth reentry participants to address this need. Services may include, but are not limited to, family reunification efforts, consistent engagement with youths' caregivers, family counseling, supportive services for youths' caregivers, coordinating pro-social activities, connecting youth with mentors, providing peer support groups, and other services as needed by youth reentry participants. Relationships with system and community stakeholders in the youths' and families' communities such as DJJ, DCF, churches, food banks, counselors, schools, community recreation centers, etc.

Successful family and community engagement should develop:

- Long-term social connections and sense of belonging in the community
- Trusting, reciprocal relationships with prosocial adults and peers
- Strategies to negotiate with negative peers and gang relationships
- Civic awareness and promote positive values

C. Program Requirements for Education/Employment Services

The reconnection to school is essential, as education is an important protective factor in youth reentry success. Proposers will be responsible for providing or coordinating services for youth reentry participants to address this need. Services may include, but are not limited to, navigating school enrollment, advocating for youth reentry participants and ensuring they have Individualized Education Program (IEPs) when applicable, connecting youth reentry participants to academic-related supportive services such as tutoring, navigating specialized needs as it relates to learning disabilities, and other services as needed by youth reentry participants and their families.

Proposers will also be able to support achievement of alternative education/employment options youth reentry participants may seek including the pursuit of a General Education Diploma (GED), vocational opportunities, post-secondary education, etc. Proposers will be expected to work with local juvenile residential facilities and other programs/initiatives as developed by PBC Reentry.

Proposers will also be responsible for assisting youth in providing job readiness skill programs and assisting youth to gain employment. Employment training and opportunities provided should meet local job market demands. Employment services should also assist and prepare reentry participants for realistic job opportunities. This would require proposers to establish relationships with employers throughout Palm Beach County.

Successful Educational/Employment Services:

- Create long-term pathways with youth input that lay out sequence of education, training, workforce skills needed to obtain/retain employment
- Provide clear planning for long-term education/employment
- Complete academic goals including higher education
- Complete career technical education or skills goals
- Master employability skills necessary for employment
- Connect youth to realistic employment opportunities
- Deliver access to all documents and supports needed for employment

D. <u>Program Requirements for Mental Health Services/Treatment</u>

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

- Clinician Minimum Criteria
- Clinician Supervisor Minimum Criteria
- Mental Health Screening, Assessments and Treatment

Clinician Minimum Criteria

- Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC)
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Clinician Supervisor Minimum Criteria

- Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC)
- Previous supervisory experience.
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Mental Health Screening, Assessments and Treatment

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

- Mental health screening/evaluation and assessment to address the severity of mental health needs as well as the participant's strengths, weaknesses, and motivation.
- Initial documented individualized treatment plan developed, together with the reentry participant that is reviewed and updated with the reentry participant on a monthly basis.
- Individual counseling sessions with a duration of no less than fifty (50) minutes. Examples of some of the issues that sessions might address are needs assessments, treatment plans, continuing care plans, substance use issues, stopping illegal activity to avoid rearrest and/or reincarceration, family relationships and social relationships.
- Group counseling sessions on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall be fifty (50) minutes. Group size shall not exceed fifteen (15) participants. Evidence based practices should be implemented such as the use of Cognitive Behavioral Therapy or Multisystemic Therapy.
- Mental health services that may consist of an evaluation, medication and medication management or connection to a primary care physician to prescribe and coordinate medication.

E. Program Requirements for Substance Use Services/Treatment

Proposers will be responsible for providing or coordinating services for youth reentry participants and be expected to maintain the following requirements no later than at the time of contract execution if awarded:

- Clinician Minimum Criteria
- Clinician Supervisor Minimum Criteria
- Substance Use Screening, Assessments and Treatment

Clinician Minimum Criteria

• The education, training and experience that is required of a "primary counselor" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.

- Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
- Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconation Therapy (MRT).
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Clinician Supervisor Minimum Criteria

- The education, training and experience that is required of a "qualified professional" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.
- Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
- Experience supervising evaluation and treatment programs for criminal justice involved substance using clients.
- Complete and obtain required training/certifications as determined by PBCJS within 90 days of hire/contract execution.
- Familiar with community resources as it relates to the reentry system.
- Dedicated and committed primarily to this program and its goals.

Substance Use Screening, Assessments and Treatment

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

- Substance use screening/evaluation and assessment to address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.
- Initial individualized treatment plan developed, together with the reentry participant that is reviewed and updated with the reentry participant on a monthly basis.
- Individual counseling sessions with a duration of no less than fifty (50) minutes. Examples of some of the issues that sessions might address are needs assessments, treatment plans, continuing care plans, stopping substance use, impaired functioning, stopping illegal activity to avoid rearrest and/or reincarceration, family relationships and social relationships.
- Group counseling sessions on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall be fifty (50) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.
- Mental health services consisting of a psychiatric evaluation, medication and medication management.

F. Program Requirements for Financial Assistance

For youth reentry participants, pre- and post-release financial assistance is necessary in order to further connect youth with services and fulfill outstanding needs that may be otherwise challenging to resolve. Proposers will be responsible for providing or coordinating services for youth reentry participants to address this need. Services may include, but are not limited to, paying fees for prerequisite classes, fulfill documentation requests, application fees, reconcile fines to attain a variety of identification options (birth certificates, social security cards, state identification card, driver's license and related driving courses, etc.), providing basic technological items and communication devices, medical fees such as urgent care, glasses, etc., and assisting youth in having other basic needs met as reasonably needed. Proposers will also create and provide financial/reward incentive programs to help engage youth in goal attainment activities.

Service Records and Documentation

Proposers must be able to document all services within three (3) business days as determined by PBC Reentry funding sources. All documentation must be entered into the PBC Reentry approved online program RENEW. Documentation includes, but is not limited to, case notes, scanned intake, assessment, and other paperwork/forms, supervisory review notes, client demographics and other relevant information. Any rewarded proposers will be given access to RENEW and be provided with tutorial trainings by PBC Reentry. All records should be maintained for seven (7) years. Proposers shall maintain complete participant treatment records on site, as outlined in the licensure requirements, including electronic data, as required by law.

Required Meetings and Events

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

What Works to Reduce Recidivism

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

Monitoring and Quality Control

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

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

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

° Pre- and post-release data, including but not limited to enrollment, referrals, and attendance.

- ° Statistics concerning reentry participant program success.
- ° Administer client satisfaction surveys provided by PBC.
- ° Review the accuracy of the information about the service/program(s) and ensure information is maintained current.

Proposals, Amount of Funds Requested and Budget

The funding available for youth reentry services (pre-release and post-release) will be approximately **\$389,051 annually**. If selected, Proposers will be considered Subrecipients of select funds. All rates and award amounts are contingent on funder approval and are subject to change during and after the lifecycle of this NoFO.

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

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

Mandatory Pre-Proposal Conference

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

Electronic Submission Deadline Date

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

Technical Assistance

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

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

III. <u>TIMELINE</u>

DATE	ACTIVITY
February 23, 2022	NoFO available to public
March 7, 2022	Mandatory Pre-Proposal Conference virtually from 9 a.m. – 11 a.m.
March 14, 2022	Final day to submit written questions
March 16, 2022	All questions to be answered
March 21, 2022	Electronic Submission Deadline Date (by 5:00 p.m. EST)
March 23, 2022	Reentry Review Panel meets review proposals (8:30 a.m. – open to the public)
March 29, 2022	Reentry Selection Committee meets to accept oral presentations, review and finalize score proposals (starting at 9:00 a.m. – proposers chosen for oral presentations will be notified of an assigned time)
March 30, 2022	Electronic notification of award outcome to proposers
April 6, 2022	Final date to submit written Protest

IV. <u>CONE OF SILENCE</u>

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

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

Lobbying - "Cone of Silence."

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

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

V. <u>PROPOSAL GUIDELINES</u>

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

A. Organizational Capacity (up to 10 points)

- A.1 How is your agency proposing to address the need of Care Coordination to meet the needs of youth reentry participants? (Case management & general client support services, Youth Priority Areas family & community engagement, education, mental health services/treatment, substance use services/treatment and financial assistance). Clearly define any specialized programming your agency may offer PBC reentry participants (ex. programs for sex offenders/predators, gang-related crimes, participants with substance use disorder, etc.)
- A.2 Describe how services will be provided to those who reside in Northern, Southern and Western regions of the county. Please include the accessibility of program site(s) to bus routes/public transportation and availability of day, evening, and weekend services for participants.
- A.3 Define the estimated number of clients to be served annually.
- A.4 Describe your agency's past experience in managing quality youth-centered programs, especially those similar to care coordination programs.
- A.5 Describe your agency's plan to collect and report documented client data and activities to the PBC Reentry office, including the Monitoring and Quality Control data listed on pages 14-15.
- A.7 Define your agency's project management capacity/capabilities and experience with providing services to juvenile- and/or criminal justice-involved clients. Please include years of experience with these populations.
- A.8 Describe the roles, responsibilities, expertise, and experience of key program staff for each Priority Area (include individuals from your agency, relevant partners, and consultants). Please provide letters of intent from all proposed agencies that will require an MOU for partner services will be completed if one does not already exist. If an MOU already exists, please provide a copy of the executed and active MOU.
- A.9 Indicate prior and/or planned efforts to ensure all proposer and subcontracted staff receive cultural competency and trauma-informed care training and how this is/would be incorporated into service delivery.
- A.10 Provide examples of collaboration with other government, private, and non-profit agencies.

B. Case Management & General Client Support Services (up to 30 points)

- B.1 Describe the specific case management services your program will provide. Outline which, if any, evidencebased programming you are proposing to utilize in delivering services.
- B.2 Indicate your program's proposed outcomes during the funding period and how your program will accomplish its goals and how it would be documented.
- B.3 Case management & general client support services outlined in this NoFO are to be compliant with all Program Requirements listed on pages 9-10. Describe, in detail, your agency's ability to plan to meet all Program Requirements. If your agency is unable to meet all Program Requirements directly, please include community based partners that would be used to address any gaps in services, identifying the roles and responsibilities of each. Please provide letter of intents from all proposed agencies that an MOU for these partner services will be completed if one does not already exist.
- B.4 Relate how your Proposal is in line with what works to reduce recidivism as established in Attachment 1. Explain your process to ensure fidelity.
- B.5 Describe how the program assesses clients' needs and links them to identified services and explain why you think this approach is the best way to engage the target population and help them achieve the intended results. Include any research your agency did to identify and design the best approach to serve the target population and address the need.
- B.6 Describe how your program plans to engage youth reentry participants and their families pre-release in conjunction with the youths' multidisciplinary care team.
- B.7 How do you plan on leveraging resources to provide wraparound services for youth and families incarcerated locally and out of County?
- B.8 Complete and attach to your Proposal, the Youth Reentry Services Logic Model using the template as provided hereto as Attachment 6 and ensure outcomes are SMART (Specific, Measurable, Achievable, Realistic and Time-bound). Please describe the evaluation methodology of the program being proposed and how it appropriately measures and tracks outcomes.

C. Youth Priority Areas (Up to 30 Points)

- C.1 Describe the specific services and activities your program will provide for family & community engagement services. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- C.2 Please describe in detail how do you plan to inspire engagement with youth in relation to pre-release participation, post-release participation, rapport building with youth and family and use relentless engagement.

- C.3 Describe the specific services and activities your program will provide for education/employment services. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- C.4 How does your agency plan to support education and employment for youth in a way that is creative and innovative?
- C.5 Describe the specific services and activities your program will provide for mental health services/treatment. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- C.6 How does your agency plan on implementing individualized mental health treatment plans in conjunction with the multidisciplinary reentry team or collaborating with other agencies to accomplish treatment plan goals?
- C.7 Describe the specific services and activities your program will provide for substance use services/treatment. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- C.8 Describe the specific services and activities your program will provide for financial assistance services. Outline which, if any, evidence-based programming you are proposing to utilize in delivering services.
- C.9 How do you plan using funding to create pro-social activities in the community for youth participants to get involved in?
- C.10 Indicate your program's proposed outcomes during the funding period and how your program will accomplish its goals.
- C.11 If applicable, describe delivery of any additional support services not addressed above that your program can provide to PBC youth reentry participants. This includes, but is not limited to, additional case management, wrap around services, career counseling, housing, financial planning, and/or any other supportive care services.
- C.12 Define limitations, if any, to these services.

D. Budget (Up to 10 Points)

- D.1 Describe the organization's financial capacity to contract with the county, including ability to meet insurance requirements, staffing and organizational structure (include an organizational chart).
- D.2 Does your agency have plans to solicit additional funding? If so, please describe these plans.
- D.3 Please disclose other funding that your agency has received to address this need and identify other funding that is available to support your agency in addressing this need. Explain how awarded funds will allow you to leverage additional dollars, if any and how your agency will continue to address this need if current funding ends.

- D.4 Complete and attach to your Proposal, a program budget using the template as provided hereto as Attachment4. Review the 'sample' and 'guidelines' tabs provided before completing the template.
 - Ensure the requested fund justifications are complete.
- D.5 Attach to your Proposal:
 - Total Agency Budget The budget forms that are part of the Proposal do not need to be utilized for this budget.
- D.6 Complete and attach to your Proposal, the Program Staff Template using the definition and template as provided hereto as **Attachment 5**.
- D.7 Attach to your Proposal:
 - The most recent completed audit report, preferably the agency's last fiscal or calendar year, and not older than two (2) years. If there were findings, describe corrective actions.
 - The most recent completed year-end financial statements.
 - IRS Form 990 Return of Organization Exempt from Income Tax for 501(c)(3) corporations or Comprehensive Annual Financial Report (CAFR) for public entities.

(Remainder of page intentionally left blank)

VI. TERMS AND CONDITIONS

1. **Proposal Guarantees**

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

2. Modified Proposals

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

3. Late Proposals, Late Modified Proposals

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

4. NoFO Postponement/Cancellation

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

5. Costs Incurred by Proposers

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

6. Public Record Disclosure

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

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

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

and fraud.

8. Commencement of Work

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

9. Non-Discrimination

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

(Remainder of page intentionally left blank)

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 **<u>dynamic criminogenic risk factors</u>**:

- (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) Mental Health

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

- (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
 - a. Cognitive behavioral intervention, based on identified need
 - b. Substance use treatment, based on identified need
 - c. Mental health treatment, based on identified need
 - d. Employment training and job placement, based on identified need
 - e. Transitional housing, based on identified need.
 - f. Transportation assistance, based on identified need.

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

ATTACHMENT 2 Cover Sheet Template

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

By:	Signature	Printed name	
	Title	Date	

ATTACHMENT 3 Submittal Checklist

Proposer's Initials			REENTRY STAFF USE ONLY (Staff Initials)
	1	Attended <u>Mandatory</u> Pre-Proposal Conference virtually on March 7, 2022 from 9 a.m. – 11 a.m.	
	2	Prepared one (1) single electronic PDF format file, verified to include all attachments, emailed to POINTS OF CONTACT. The file shall be named as follows: <i>YOUTH REENTRY SERVICES_FY23 to</i> <i>FY25_Proposer's Agency Name</i>	
	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 provide coordinated services	
	6	Provided completed Program Budget Template (Attachment 4)	
	7	Provided completed Program Staff Template (Attachment 5)	
	8	Provided completed Logic Model Template (Attachment 6)	
	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 4 Program Budget Template

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

ATTACHMENT 4 (Continued) Program Budget Template

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

CBA Budget items	CBA Program Name	Paim Beach County CB		Program Funder #2		2 Program Funder #3			Program under #4 [All Sources]		Funding
Program Period: FY 2020		Pr	roposed	c	onfirmed		Pending		Pending		Pending
	TOTAL PROGRAM FUNDING AMOUNT =	s	116,945.00	s	45,000.00	5	19,000.00	s	7,500.00	s	188,445.00
				-		Ť		-		Ť	
Program Expenses	Narrative	Amount		Amou	int	Amo	unt	Amo	unt	Am	ount
Personnel		\$	72,445.00	\$	45,000.00	\$	17,500.00	\$	7,500.00		142,445.00
CI MILLI	Program manager position for community support service. Salary	-	72,40.00	-	45,000.00	-	1,000,000	-	1,000.00	-	242,443.00
	expense is 100% funded by PBC CBA award and includes fringe				ľ						
Program Manager	benefits. Program Assistant role is to support the program manager and	\$	25,000.00	\$	30,000.00	⊢				\$	55,000.00
	community educator with daily tasks. This salary expense is 50%				ľ						
	funded by PBC CBA award. Total salary expense is \$15,000 , with				ľ						
	50% allocated to PBC (\$7,500). (Salary expense does not include				ľ						
Program Assistant	fringe benefits) Fringe benefits expense for Brogger Assistant, Eringe benefits for	\$	7,500.00	\$	15,000.00	\$	7,500.00	\$	7,500.00	\$	37,500.00
	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 30% allocated to Palm Beach			1	ſ	1					
Fringe Benefits - Program Assistant	County CBA in the amount of \$900.	\$	900.00							\$	900.00
	Community Educator position is the primary interface with local			1	ſ						
Community Educator	schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	s	39,045.00	1	ſ	s	10,000.00			s	49,045.00
		-		 		-				ŕ	
Building /Occupancy		\$	27,050.00	\$	-	\$	-	\$	-	\$	27,050.00
	*Note: Rent for areas that house admin staff should be listed										
	seperately under admin seciton* Rent expense for Lake Worth			1	ſ						
	facility. Total rental expense for FY16 = \$35,000. Allocation to Palm			1	ſ						
Programmatic Rent/Lease	Beach County CBA award= \$20,000. Remaining \$15,000 will be paid by other operating income.	۰.	20,000.00	1	ſ		_			۰.	20,000.00
Building Maintenance	Maintenance expense for building XYZ	ŝ	3,800.00					Ν		ŝ	3,800.00
insurance	Commercial, General, Liability Insurance	\$	3,250.00					0		\$	3,250.00
Utilities Electric	Electric xpense for I	\$	2,400.00	\$		2	1,500.00		-	\$	3,900.00
Water	W (ility ser) vation X		850.00	1			500.00	H		ŝ	7 👼
Telephone	T expens line at locat	5	350.00	1		4		t		\$	10.00
				4		4				₽.	
Project Supplies/	Office 7 4 for staff	\$	4,900.00 500.00	ł –	-	1	-		-	H.	20.00
Postage/Shipping	Office for staff Por dense t elated maili	\$	750.00	t –		H .		H		H	0.00
Printing	P (pense f n brochures	\$	630.00	f i		1		F .		Š.	00
Materials/Progra Supplies	ed to suppo ase	\$	-	ſ		1				\$	、 ユ
		∇	\subseteq	1				V	5		
Equipment Rental	Mohawy equipment remarifee for Use or x = \$3000 (\$6000 per year). Paim Beach County to cover 30% of this expense (\$3000).	s	3.000.00	1						s	3,000.00
	rain besch essently to toric sorre i uns espense (sseed).	-	2,000.00	t –						-	2,000.00
Professional Fees		\$	2,950.00	Į –	-	\$	-	\$	•	\$	2,950.00
Conference Registration Fees	Professional development program fee	\$	350.02	, 	5					\$	350.00
Training	Staff training expense for program/medical/intervention training for client support		4 800.00							s	1 500 00
Training	client support Program staff mileage reimbursement for client and training related	*	1,500.00	├──		\vdash		-		~	1,500.00
Travel/Mileage	meetings	\$	1,100.00							\$	1,100.00
•											
	TOTAL PROGRAM EXPENSES =	\$	109,745.00	\$	45,000.00	\$	19,000.00	\$	7,500.00	\$	181,245.00
Administrative Evenences	Magnativa			<u> </u>						\vdash	
Administrative Expenses Personnel	Narrative	\$	4,250.00	\$	-	\$		\$		\$	4,250.00
	A 3% allocation of the Executive Director salary expense (including	-	4,250.00	-		-		-		-	-,20.00
	fringe benefits) will be billed to Palm Beach County CBA. Executive			1	ſ	1					
	Director total salary expense = \$85,000. 5% allocation to Palm			1	ſ	1					
Executive Position #1 (JL)	beach County CBA = % \$4,250	\$	4,250.00	⊢		⊢		-		\$	4,250.00
Consulting Fees		\$	2,950.00	¢	-	\$		\$		\$	2,950.00
constanting rates	Accounting and audit expenses for CBA program. Annual	-	2,000,00	-		-		-		-	2,000.00
			1	1	, ,	1				1	
	Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense =		1	1	i i						1
(YZ Consultants	Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950 TOTAL ADMINISTRATIVE EXPENSES =	s s	2,950.00		-	s	-	\$	-	\$	2,950.00

ATTACHMENT 5 Program Staff Template

Unit Cost of Service Definition:

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

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

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

ATTACHMENT 6 Logic Model Template

PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY											
Division: Ju	ustice Services	8		Program: Youth Pre- & Post Release Reentry							
PROBLEM (Identify Criminogenic Needs) SERVICES OR ACTIVITIES OUTPUTS			INTIAL OUTCOMES	INTERMEDIATE LONGTERM PROCES OUTOCOMES OUTCOMES EVALUATI			OUTCOME EVALUATION				
Case Management & General Client Support Services											
Family & Community Engagement											
Education & Employment											
Mental Health Services & Treatment											
Substance Use Services & Treatment											
Financial Assistance											
Other											

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

	99	0	Deturn of Or	raulzation Even	ant From Inc			OMB No. 1545-0047	
For	• 9 9	0	Return of Org Under section 501(c), 527, or	2018	-				
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A			dar year, or tax year beginnin	9 9	, 2018, and ending		_	, 20	
в	Check If	applicable: C	Name of organization				D Employer	Identification number	-
	Address	change	Doing business as						_
	Name ch	nange	Number and street (or P.O. box If n	nall is not delivered to street a	idress) Room/suit	9	E Telephone	number	
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	Applicati	Ion pending F	Name and address of principal offic	Jer.			group return for sui Leutoordinates l	ncluded? Yes No	
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К		organization:	Corporation 🔄 Trust 📃 Associ	lation 🔄 Other 🕨	L Year of formation			f legal domicile:	
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m	17	Other expe	enses (Part IX, column (A), lin	nes 11a-11d, 11f-24e)					
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Ur	der penal	ities of perjury,	, I declare that I have examined this	return, including accompanyli	ng schedules and statem	ents, and to	the best of my	knowledge and belief, it is	-
tru	e, correct	t, and complete	e. Declaration of preparer (other tha	n officer) is based on all inform	ation of which preparer I	has any know	/ledge.		
Sig		Signati	ure of officer			D	ate		
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For	Paperw	vork Reduct	ion Act Notice, see the separ	ate instructions.	Cat. No	. 11282Y		Form 990 (2018)	

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

 completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "<u>final invoice</u>" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <u>https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</u>. 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 truthinnegotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and

• Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

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

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In

the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the

prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and

will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

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

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

Public Safety Department- Division of Justice Services/Reentry

amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

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

With copy to:

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377,

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

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

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

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

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

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless

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

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

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

ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

JOSEPH ABRUZZO CLERK AND COMPTROLLER

By:____

Deputy Clerk

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By_

Department Director

Public Safety Department- Division of Justice Services/Reentry

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS: By: _____

Mayor

ENTITY:

Company Name

Signature

Typed Name

Title

(corp. seal)

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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 longterm 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;
- o 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 <u>https://www.ncsc.org/Services-and-Experts/Government-Relations/Appropriations/Justice-Assistance-Grant-Program.aspx</u>.

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 <u>https://www.ecfr.gov/cgi-bin/text-</u>

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