

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 5, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Accept a State grant funded agreement with the Circuit 15 Department of Children and Families Substance Abuse and Mental Health Program Office for contractual services for a Case Manager for the DCF Re-Entry Case Manager Program for the period of October 1, 2007 to September 30, 2008; **B) Approve** a budget amendment in the amount of \$47,000 to the Sheriff's Grants Fund.

Summary: The Circuit 15 Department of Children and Families Substance Abuse and Mental Health Program Office is providing funding to the Palm Beach County Sheriff's Office in the amount of \$47,000 to support the hire of a full time, Re-Entry Case Manager. This Re-Entry Case Manager will be tasked with assisting inmates of the Palm Beach County Jail who are near discharge and who have mental illness and/or substance abuse disorders to "re-enter" the community. One PBSO allocation is created with this action. The Circuit 15 Department of Children and Families Substance Abuse and Mental Health Program Office will provide funding annually for this allocation contingent on funds availability. There is no match requirement associated with this award and no additional County funds are required. Countywide (DW)

Background and Justification: The Substance Abuse and Mental Health Services Administration, United States Department of Health and Human Services (SAMSHA), is the lead Federal agency addressing substance abuse and mental health services. SAMSHA focuses attention, programs and funding on promoting a life in the community with jobs, homes and meaningful relationships with family and friends for people with or at risk for mental or substance use disorders. State funds are subject to Section 215.97, Florida Statutes. The Catalog of State Financial Assistance (CSFA) number is 60.053. Funding for future fiscal years is contingent on the availability of funds.

Attachments:

1. Budget Amendment
2. Memorandum of Agreement
3. Post Award Notice

RECOMMENDED BY: _____
DEPARTMENT DIRECTOR

DATE 8/14/03

APPROVED BY: *Mark J. Jenkins*
ASSISTANT COUNTY ADMINISTRATOR

1/24/08
DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	\$47,000				
External Revenues	(\$47,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	1				

Is Item Included in Current Budget: YES _____ NO X _____

Budget Account No.: Fund 1152 Agency 160 Org 2116 Object 3429

Reporting Category _____

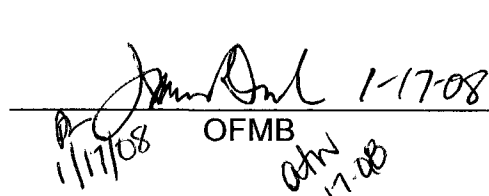
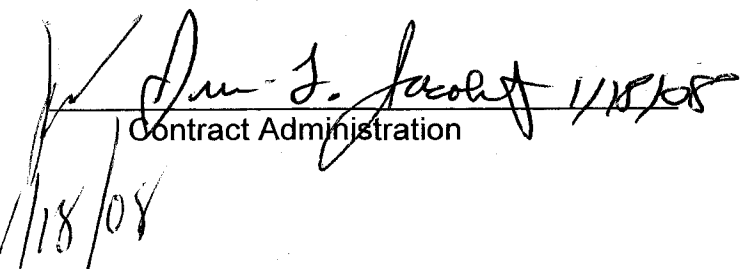
B. Recommended Sources of Funds / Summary of Fiscal Impact:

The DCF Re-Entry Case Manager Program is funded through a State grant from the Circuit 15 Department of Children and Families Substance Abuse and Mental Health Program Office. No additional County funds are required in FY 2008.

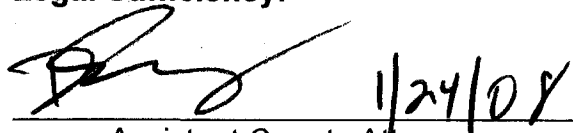
DCF Re-Entry Case Manager Program	<u>\$47,000</u>
Total Program Budget	<u>\$47,000</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 OFMB 1/17/08 1/17/08 CW 1/16/08	 Contract Administration 1/18/08
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B. Legal Sufficiency:


1/24/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Page 1 of 1 pages

FUND 1152 SHERIFF'S GRANTS FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>								
DCF Re-Entry Case Manager Program 160-2116-3429	Federal Grant - Other Public Safety	0	0	47,000	0	47,000		
<u>TOTAL FUND REVENUES</u>		<u>\$0</u>	<u>\$2,350,029</u>	<u>\$47,000</u>	<u>\$0</u>	<u>\$2,397,029</u>		
<u>Expenditures</u>								
DCF Re-Entry Case Manager Program 160-2116-9498	Transfer to Sheriff Fund	0	0	47,000	0	47,000		
<u>TOTAL EXPENDITURES</u>		<u>\$0</u>	<u>\$2,350,029</u>	<u>\$47,000</u>	<u>\$0</u>	<u>\$2,397,029</u>		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of January 8, 2008

Deputy Clerk to the
Board of County Commissioners

MEMORANDUM OF AGREEMENT
Between
The Circuit 15 Department of Children and Families
Substance Abuse and Mental Health Program Office
And
The Palm Beach County Sheriff's Office

This Memorandum of Agreement is between The Circuit 15 Department of Children and Families Substance Abuse and Mental Health Program Office, hereinafter referred to as "C15 SAMH Program Office" and the Palm Beach County Sheriff's Office, hereinafter referred to as "PBSO"

General:

The C15 SAMH Program Office is to provide funding to the PBSO in the amount of \$47,000.00 to support the hire of a full time, Re-Entry Case Manager. This Re-Entry Case Manager will be tasked with assisting inmates of the Palm Beach County Jail who are near discharge and who have mental illness and/or substance abuse disorders to "re-enter" the community; specific tasks are noted below. It is the intent of the two agencies to facilitate a smooth transition for inmates as they re-enter the community. Ideally, this smooth transition will prevent future detention.

SECTION 1. GENERAL TERMS AND CONDITIONS

- A. Both the C15 SAMH Program Office and the PBSO agree to be governed by this Agreement, as well as applicable State and Federal laws, rules and regulations.
- B. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- C. The Term of this of Agreement shall be contingent on the availability of funds and coincide with the State's fiscal year. The terms of the Agreement will be renewed annually, effective from the date on which the Agreement is executed by joint signatures.

SECTION 2. PURPOSE

- A. The C15 SAMH Program Office agrees to:
 - 1. Provide a check made payable to Palm Beach County Sheriff's office in an amount not to exceed forty-seven-thousand dollars (\$47,000) annually for the hire and retention of a Re-Entry Case Manager who will provide services to inmates nearing release and inmates recently released from the Palm Beach County Jail.
 - 2. Provide funding for the Re-Entry Case Manager to cover personnel costs only (including overtime and employer related payroll expenses), of which the funding will be prorated based on the date of hire.

3. Provide technical assistance to the PBSO with regard to establishing program goals, establishing admission and discharge criteria for services provided, and accessing community resources. PBSO is recognized as final authority regarding such matters.
4. Assign a representative to meet with the PBSO staff person responsible for the oversight of this position/program on a quarterly basis to discuss program happenings and to address any related program concerns.

B. The PBSO agrees to:

1. Hire and supervise a full time "Re-Entry Case Manager" who will be responsible for providing re-entry case management services to inmates of the Palm Beach County Jail who are near release or who have been recently released. Specific services provided may include, but are not limited to:
 - a. An Assessment of inmate needs
 - b. Development of individualized service plans
 - c. Coordination of organizational and community resources
 - d. Monitoring the delivery of services with follow up visit to determine
 1. Whether the inmate followed up with their appointments
 2. Whether the inmate received services
 3. Whether additional services are required
 - e. Evaluating the effect of service delivery through follow-up visits with those agencies providing the services to determine
 1. Whether the inmate's identified needs were met
 2. Whether recidivism rates decreased for those inmates receiving services
 - f. Ongoing inmate advocacy
 - g. Document inmate activities and maintain related inmate records
2. Provide a monthly report to the C15 SAMH Program Office which shall contain, at a minimum:
 - a. Number of inmates served
 - b. Overall update of program activities
 - c. Data related to community referral sources utilized
 1. Referrals made without regard to whether or not the inmates were accepted for services
 2. Referrals made and the time frame of service delivery
 3. Referrals made and the overall benefit to the inmate
 - d. General profile of inmate needs

SECTION 3. LIABILITY

- A. The C15 SAMH Program Office, as a division of the State, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the PBSO and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the C15 SAMH Program Office to which sovereign immunity

applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. The PBSO agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortious acts which result in claims or suits against the C15 SAMH Program Office and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the PBSO to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 4. TERMINATION

This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

SECTION 5. NOTICE AND CONTACT

All notices required in this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the Department of Children and Families:

Department of Children and Families
111 S. Sapodilla Ave.
West Palm Beach, FL 33401
Attention: Alan Abramowitz

If sent to the PBSO, notices shall be mailed to:

Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
Attention: Ric Bradshaw, Sheriff

With a copy to:

George Forman, CFO
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SECTION 6. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 7. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 8. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the C15 SAMH Program Office and PBSO.

SECTION 9. EQUAL OPPORTUNITY PROVISION

The C15 SAMH Program Office and the PBSO agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 10. REGULATIONS; LICENSING REQUIREMENTS

The PBSO shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PBSO 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.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

WITNESSES:

Kyler Shupard
Signature
KEELER SHUPARD
Name (type or print)

**PALM BEACH COUNTY
SHERIFF'S OFFICE:**

By: Ric Bradshaw
Sheriff
Date: 11/8/07

WITNESSES:

Mary Ellen Stewart
Signature
Mary Ellen Stewart
Name (type or print)

**DEPARTMENT OF CHILDREN
AND FAMILIES:**

By: Alan Abramowitz
Acting Circuit 15 Administrator
Date: 11/11/07

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

No Federal Funds Awarded

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at www.whitehouse.gov/omb/circulars.

**II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

No Matching State Funds Awarded

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project 1	(Department of Children and Families, 60.053, Adult Community Mental Health Community Support Services)	\$47,000.00
TOTAL STATE FUNDS AWARDED SUBJECT TO SECTION 215.97, F.S.		\$47,000.00

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at <https://apps.fldfs.com/fsaa/>.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

No Other State Funds Awarded

Compliance requirements applicable to these funds can be found in the contract.