

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

Meeting Date: September 12, 2017      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing

**Department:** Department of Public Safety  
**Submitted By:** Department of Public Safety  
**Submitted For:** Division of Justice Services

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Memorandum of Agreement with CareerSource Palm Beach County, Inc. to facilitate ex-offender reentry services for the period September 12, 2017, through September 11, 2020, at no cost to the County.

**Summary:** This Memorandum of Agreement establishes the general conditions and joint processes that will enable Palm Beach County and CareerSource Palm Beach County to effectively collaborate as partners in regard to the employment of individuals with criminal histories. Countywide (LDC)

**Background and Justification:** Palm Beach County has developed a Strategic Plan for providing effective and coordinated ex-offender reentry services to those returning from incarceration. This agreement is intended to improve employment outcomes for the ex-offender population in order to reduce recidivism among the population as well as reduce future victimization, enhance public safety and improve the lives of communities, victims and offenders.

**Attachments:**

- ## 1) Memorandum of Agreement between CareerSource and Palm Beach County

Recommended by: Stephanie Lepore 8/17/17  
Department Director Date

**Approved By:** \_\_\_\_\_ **Date** 9/11/17

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0	0		
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

**Is Item Included In Proposed Budget?**    Yes           No       


**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
**No Fiscal Impact.**

**Departmental Fiscal Review:**

8/15/2017

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**


8/22  8/23/17  
OFMB 

Don J. Jacobson 8/31/17

Contract Administration

8/31/17 TW

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into on \_\_\_\_\_, by and between CareerSource Palm Beach County (CSPBC) and the Palm Beach County, a political subdivision of the State of Florida, (hereinafter the “COUNTY”) which are collectively the “Parties” and individually a “Party” hereto.

### WITNESSETH

**WHEREAS**, the Reentry Task Force (“RTF”) is an advisory committee of the COUNTY tasked with providing advisory services to provide for coordinated and effective reentry services to those returning to our community from incarceration; and

**WHEREAS**, this Agreement establishes the general conditions and joint processes that will enable CSPBC and the COUNTY through its RTF to effectively collaborate as partners in regard to the employment of individuals with criminal histories; and

**WHEREAS**, employment is essential for closing the revolving prison door and supporting a formerly incarcerated person’s successful return to his or her community.

**NOW THEREFORE**, in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

#### I. TERM

This Agreement shall begin on the Effective Date and shall end at midnight three (3) years from the date of approval.

This Agreement may be renewed for an additional three (3) year period, upon the same terms and conditions contained herein, upon the mutual agreement of both Parties. Exercise of the renewal option is at each Party’s sole discretion and COUNTY renewal shall be conditioned, at a minimum, on CSPBC’s performance of this Agreement. The COUNTY, if it desires to pursue a renewal option, will provide written notice to CSPBC no later than sixty (60) days prior to the Agreement expiration date. A renewal term shall require the execution of a written renewal amendment that shall be signed by both Parties.

#### II. SCOPE OF AGREEMENT

The COUNTY and CSPBC agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

##### A. Overview

The COUNTY and CSPBC agree to provide services to individuals with criminal records in Palm Beach County, in a manner that aligns with the Integrated Reentry and Employment Strategies (IRES) Project policies and procedures as set forth in Attachment 1, which is attached hereto and made a part hereof.

B. Responsibilities of the COUNTY through the RTF include:

1. Coordinate community and government resources to assist residents that are transitioning back to Palm Beach County (PBC) after incarceration;
2. Seek and identify funding to make available to agencies for the purposes of; a) identifying eligible clients; and b) providing a risk/needs assessment of each client;
3. Provide CSPBC access to the PBC Reentry Network (RENEW);
4. Coordinate the provision of reentry services for low, medium and high risk clients returning to the County from incarceration (per the outcome of their Level of Service Inventory, revised, LSI-r);
5. Coordinate the referral process to CSPBC for low risk clients and those clients who are job ready that are returning to the County from incarceration and in need of employment services per the result of assessments;
6. Update the CareerSource Board annually on reentry progress, accomplishments and emerging issues;
7. Maintain open and clear lines of communication with CSPBC staff in order to address any questions or concerns;
8. Develop countywide reentry policies and procedures that define the referral processes;
9. Maintain and update a PBC Reentry Strategic Plan;
10. Contact each individual convicted in and returning to PBC from the Florida prison system or local jail and provide referral information for reentry services;
11. Provide semi-annual trainings for CSPBC staff on reentry best practices, motivational interviewing, LSI-r risk needs assessment and the RENEW system;
12. Include appropriate CSPBC staff in all countywide staff meetings;
13. Work with CSPBC and other business partners to develop a committee of businesses that is interested in hiring individuals with barriers to employment; and
14. Educate and disseminate resources to employers and CSPBC staff on making informed hiring decisions, including guidance on when criminal background checks should be conducted during the hiring process, what types of criminal records should be considered for particular positions, how those records should be appropriately evaluated when filling job vacancies, and how to effectively partner with community-based organizations for referrals.

C. Responsibilities of CSPBC include:

1. CSPBC will: a) identify eligible walk-in clients that were convicted in and returning to PBC; b) provide a risk/needs proxy for individuals with criminal histories that contact CSPBC for services; and c) enter client and risk/needs proxy information into the PBC Reentry Network (RENEW);
2. Refer individuals that score medium to high-risk on the LSI-r proxy to the most appropriate community service provider through RENEW;
3. Provide reentry services to individuals returning to PBC who score low risk on the LSI-r risk/needs assessment;
4. Accept referrals for all clients who are deemed less job ready and provide linkage to employment training opportunities through the local WIOA allocation for those that qualify;
5. Develop and implement internal agency policies that enable individuals with criminal histories to receive employment assistance, including access to training funds as described above and a designated liaison for individuals with criminal histories and staff within the COUNTY and community service providers;

6. Collaborate with the RTF to understand the employment needs of active clients involved in job search activities;
7. Maintain open and clear lines of communication with COUNTY RTF staff to address any questions or concerns;
8. Provide quarterly training for reentry staff on best practices in workforce development;
9. Regularly analyze the regional labor market to provide timely and relevant labor market data and projections for growth opportunities within selected career pathways that may benefit individuals with criminal histories;
10. Build rapport with local employers by addressing specific hiring needs that could result in training partnerships for formerly incarcerated individuals through industry-specific engagement events;
11. CSPBC will develop On the Job Training (OJT) opportunities for individuals;
12. Maintain a current database of open and potential job opportunities;
13. Educate the local business community about the benefits of hiring reentry clients, including the Federal Bonding Program and the Work Opportunity Tax Credit, through presentations and participation at community meetings such as Chambers of Commerce, business development boards, etc.; and
14. PREPARE reentry unit will serve all interested clients (all risk levels) in the local jail.

### **III. FINANCIAL OBLIGATIONS**

The Parties acknowledge that this Agreement is not intended to create financial obligations between any of the Parties. However, if costs are incurred because of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

The obligations of the Parties hereunder are subject to annual appropriations and/or applicable grant funding for the program obligations.

### **IV. AGREEMENT MANAGEMENT AND LEGAL NOTICES**

A. Changes to a designated Agreement Administrator or Agreement Manager contact contained in this Section shall be made via email notification to the addresses set forth below.

B. COUNTY's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address and telephone number of the COUNTY's Agreement Administrator is:

Nicole Bishop, Director of Justice Services  
Palm Beach County Public Safety Department  
205 North Dixie Highway, Suite 5.1100  
West Palm Beach, Florida 33401  
Telephone: (561) 355-1723  
Email: [NBishop@pbcgov.org](mailto:NBishop@pbcgov.org)

And

**For all Legal Notices**

Palm Beach County Attorney's Office  
Attn: Criminal Justice Commission

301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-659-7974

**C. CSPBC Agreement Managers**

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR CSPBC**

Steve Craig,  
President/CEO  
3400 Belvedere Road,  
West Palm Beach, FL 33406  
Telephone: (561) 340-1060 ex 2221  
E-mail: [scraig@careersourcepbc.com](mailto:scraig@careersourcepbc.com)

- D.** All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the addresses contained in this Section IV as the addresses to which legal Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party.

**V. REVIEW AND MODIFICATION**

On an annual basis or upon the request of either Party, the Parties will review this Agreement to determine whether its terms and conditions are still appropriate. If the Parties mutually agree that the terms and conditions require update or revision, the Parties may renegotiate terms and conditions hereof which shall be documented in an amendment to this Agreement executed by the Parties. There is no obligation to agree to new or revised terms and conditions and the Parties retain the right of termination as set forth in Section VI below. Modifications to the provisions of this Agreement, shall be valid only through execution of a formal written amendment to the Agreement, except that a designated Agreement Manager or Agreement Administrator, currently set forth in Section IV herein, can be changed by written notice to both Parties, without formal amendment.

**VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of the Parties or unilaterally by a Party upon no less than thirty (30) calendar days' advance notice to the other Party. Notice shall be delivered pursuant to the provision of Article IV herein.

In addition, this Agreement may be terminated with 24-hours notice by the COUNTY for any failure of CSPBC to comply with the terms of this Agreement or any applicable Florida law.

## **VII. OTHER CONDITIONS**

### **A. Public Records Law**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if CSPD: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CSPD shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. CSPD 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. CSPD 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 CSPD does not transfer the records to the public agency.

D. Upon completion of the Contract CSPD shall transfer, at no cost to the County, all public records in possession of CSPD 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 CSPD transfers all public records to the County upon completion of the Contract, CSPD shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If CSPD keeps and maintains public records upon completion of the Contract, CSPD shall meet all applicable requirements for retaining public records.

E. All records stored electronically by CSPD 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 CSPD 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. CSPD 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 CSPD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSPD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC**



**AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401,  
BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT  
561-355-6680.**

**B. Indemnification**

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

**C. Confidentiality**

CSPBC shall exercise due diligence to safeguard confidential information, which shall include but not be limited to, adopting policies and procedures and implementing training to ensure that staff assigned to perform services pursuant to this Agreement, or that have access to confidential information provided pursuant to this Agreement, have been instructed on the requirements for safeguarding and maintaining confidential records and information associated with individuals receiving services under this Agreement as required by applicable state or federal law.

**D. Disputes**

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Administrators. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the COUNTY. The COUNTY shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to CSPBC, then CSPBC may cancel the Agreement immediately.

**E. Data Sharing and Confidential Information**

CSPBC acknowledges that the records exchanged between them are provided for official purposes only and that public access to such data is prescribed by statute. The COUNTY and CSPBC acknowledge their separate obligations to store and disseminate records containing data in compliance with the requirements of the public records law Chapter 119, Florida Statutes, as further described in Section VII(A) herein, and as required by other state and federal statutes and/or regulations. The Parties acknowledge that some records that may be provided to another Party pursuant to this Agreement are designated as confidential and/or exempt by Chapter 119, Florida Statutes and/or other Section 945.10, Florida Statutes, and/or other laws (the "Confidential Records"). In the event Confidential Records are provided to a Party in order to further the purposes of this Agreement, the receiving Party shall hold and maintain the Confidential Records in strictest confidence as required by state and federal law and shall carefully restrict access to Confidential Records to employees and third parties as is reasonably required in order to perform the services or duties set forth in this Agreement and with adequate safeguards in place to ensure



maintenance of the confidential nature of the record. The receiving Party shall not, without prior written approval of the disclosing Party, publish, copy, or otherwise disclose to others, any Confidential Records, except as required by law. The receiving Party shall return to the disclosing Party any and all records, data, and other written, printed, or tangible materials in possession that constitutes Confidential Records immediately if the disclosing Party requests it in writing. A Party receiving Confidential Records shall maintain the confidential and/or exempt status of the record as required by law at all times.

F. Health Insurance Portability and Accountability Act

CSPBC shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and Florida Information Protection Act of 2014 (FIPA) (Section 501.171, Florida Statutes and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA and FIPA is evidenced by the execution of this Agreement.

G. Insurance

CSPBC is a local agency subject to the limitations of Florida Statutes 768.28, and shall furnish the COUNTY upon request, written verification of liability protection (self-insured or otherwise) in accordance with the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed to be a waiver of any Party's sovereign immunity nor shall it be construed to extend any Party's liability beyond that provided in Section 768.28, Florida Statutes, nor shall same be construed as consent to be sued by third parties.

H. Employee Status

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that they each act as independent contractors under this Agreement and neither of the Parties shall be deemed an employee of the other for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual Party. Each party shall be solely responsible for securing at its own expense, all necessary personnel required to perform the services under this Agreement. Services provided by each Party and its employees pursuant to this Agreement shall be subject to the supervision of such Party. In providing such services, no Party nor its agents or employees, shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent enterprises, and that each of them has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither of the Parties will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

I. Force Majeure

None of the Parties shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

J. Cooperation with Inspector General

To the extent applicable, CSPBC will cooperate and comply with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to Section 20.055(5), Florida Statutes. Additionally, pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County 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 the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

L. Nondiscrimination

Each of the Parties shall assure and hereby certify that they will comply with the Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R2014-1421, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring pursuant to this Agreement.

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

CSPBC has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CSPBC does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that CSPBC will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

M. Appropriations

Each Party's performance and obligations under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose. The COUNTY's performance is subject to applicable grant funding for the reentry program.

N. No Third Party Beneficiary

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County, RFT, and/or any of CSPBC named herein.

O. Counterparts

The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

P. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Q. Conflict of Interest

The CSPD 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 CSPD further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CSPD 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 CSPD'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 CSPD 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 CSPD. The COUNTY agrees to notify the CSPD of its opinion by certified mail within thirty (30) days of receipt of notification by the CSPD. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CSPD, the COUNTY shall so state in the notification and the CSPD 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 CSPD under the terms of this Contract.

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 CSPBC has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

CAREERSOURCE PALM BEACH  
COUNTY:

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (type or print)

CareerSource Palm Beach County  
Company Name  
By: Steve Craig  
Signature

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (type or print)

Steve Craig  
Typed Name  
  
President/Chief Executive Officer  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Stephanie Semco  
Department Director

**Palm Beach County  
IRES Project**



**Policy and Procedure Guide**



**GENERAL BACKGROUND**

**Palm Beach County, Florida (PBC)**, in collaboration with **The Florida Department of Corrections (FDC)**, the **Palm Beach County Sheriff's Office (PBSO)** and **Community-based Service Providers (CSPs)** facilitate the successful reintegration of ex-offenders returning to Palm Beach County. The ***Regional and State Transitional Offender Reentry (RESTORE) Initiative***, established in 2011, is a comprehensive model for inmate reentry designed to reduce recidivism for the target population by identifying needs, providing targeted evidence-based programs and coordinating pre- and post-release services to assist inmates transitioning from incarceration to the community.

A case management system, RENEW, was developed to ensure offender risk and criminogenic needs are identified and addressed in an effort to lower risk and reduce recidivism and victimization. This system is intended to focus the majority of resources on moderate and high risk offenders and shall include the following elements: on-going risk and needs assessment, responsivity, case planning, case plan follow-up and documentation, transfer of records, staff training and quality assurance.

In 2014, PBC was selected as one of two sites in the nation to implement an Integrated and Employment Strategies (IRES) pilot project through the Council of State Governments, the Department of Justice, the Department of Labor and the Annie E. Casey Foundation. The IRES pilot project was designed to test innovative approaches to reducing recidivism and increasing job readiness for ex-offenders and to identify successful strategies for integrating reentry and employment programming. The pilot project focuses on operationalizing a level of cross-systems coordination among corrections, reentry and workforce development agencies on a scale rarely seen in the field. The theory being tested is that by applying resources based on an assessment-driven referral process, recidivism and employment outcomes will improve. Thus, the pilot project has the potential to influence both correctional and workforce development programming across the country.

This policy and procedure guide is intended to define roles, tasks and referral processes related to the IRES project to develop a clear career path for each ex-offender. To be eligible for services, individuals must have been convicted in Palm Beach County.

**PROGRAM OPERATIONS**

**I. PROGRAM ENTRY**

The RESTORE Initiative utilizes four entry points that have varying levels of pre-release services (once released, the clients are eligible for identical levels of post-release services):

**Entry Point 1- Sago Palm Reentry Center-** The Sago Palm Reentry Center, a medium-security FDC facility located in PBC, provides linkage to community reentry service providers through the RESTORE Initiative for inmates returning to PBC. The Lord’s Place, the Riviera Beach Reentry Center and Gulfstream Goodwill Industries are the Community-Based Service Providers (CSPs). CSPs establish a pre-release relationship, create a transition plan with the inmates and meet the ex-offenders at felon registration the day of their release to begin post-release services. The **Program Design** is as follows: Focusing on the critical transition success elements, the target population is transferred to the institution for the last 10-36 months of their sentence. RESTORE Initiative representatives work with the inmates to develop an individualized transition plan using validated assessments. Based on identified needs, the participants complete educational, vocational, substance abuse treatment and various life skills programming prior to release, including linkage to the post-release services via reentry service providers and case managers. The project design shifts the model from pre-release employees to the CSPs for the delivery of post-release services. Pre-release staff determine risk and job readiness levels.

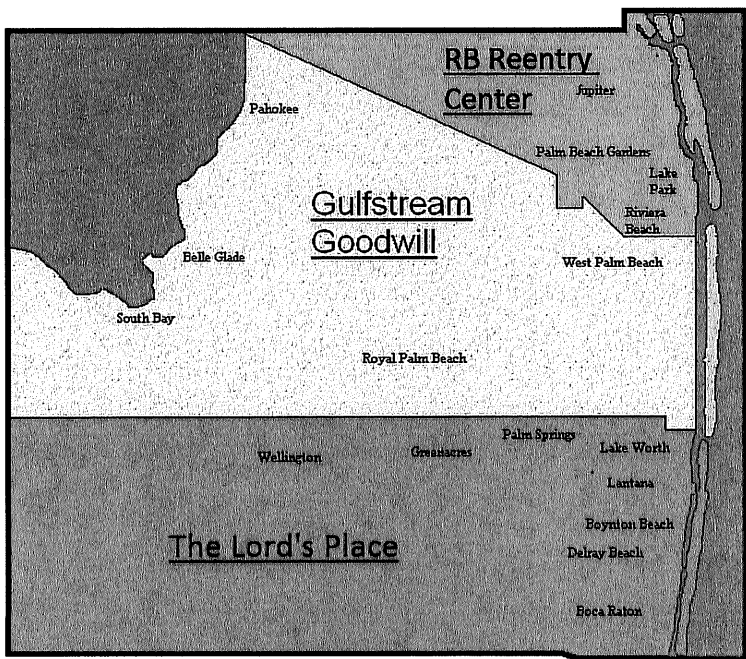
**Entry Point 2- All other FDC State Prisons-** PBC provides linkage to community reentry service providers through all other FDC facilities. Medium and high risk inmates identified as returning to PBC that are not housed at Sago Palm are contacted by PBC staff 6 to 18 months prior to their release through classification officers. An initial questionnaire is sent to those medium or high risk inmates returning to PBC. Reentry services and reentry programs are presented to the ex-offender. If the inmate is interested in services, he will mail back the questionnaire. Based on the best fit for services and risk level, the inmate is assigned a Case Manager from a CSP through the RENEW system. Post-release staff determine risk and job readiness levels.



**Entry Point 3- Local Palm Beach County Jail-** The PBC Jail provides linkage to CSPs through RESTORE. Community-based service providers establish a pre-release relationship, create a transition plan with county-sentenced inmates and meet the ex-offenders the day of their release and begin post-release services. The **Program Design** is as follows: RESTORE Initiative representatives work with the inmates to develop an individualized transition plan using validated assessments. Based on identified needs, the participants complete educational, vocational, substance abuse treatment and various life skills programming prior to release, including linkage to the post-release services via reentry service providers and case managers. The project design shifts the model from pre-release employees to a community-based organization for the delivery of post-release services. County sentenced inmates identified by PBSO as returning to PBC are approached by pre-release reentry staff and presented with the opportunity to participate in reentry programs. The project design shifts the model from pre-release employees to the CSPs for the delivery of post-release services. Pre-release staff determine risk and job readiness levels.

**Entry Point 4- Walk-in Clients-** Ex-Offenders can also access RESTORE Initiative services by contacting any of the CSPs or CareerSource, the local workforce board, directly. Based on the geographical region that the inmate is returning to or best fit for services the client is assigned a CSP that will provide case management. This category includes those returning from the Federal system.

**Walk-ins to CareerSource or a CSP-** All Reentry partners will determine risk score and a job readiness score for walk-in clients. Moderate or High Risk clients will be sent to a CSP through RENEW and assigned a case manager, low risk clients will be referred to the CareerSource reentry liaison.



**II. PROGRAM ASSESSMENTS**

- 1) All reentry partners will determine risk to recidivate using either the full LSI-r or LSI-r Proxy and will classify clients as Low, Moderate or High risk.
- 1) All reentry partners will determine job readiness status using a yet to be determined tool and will be placed into one of the following quadrants:

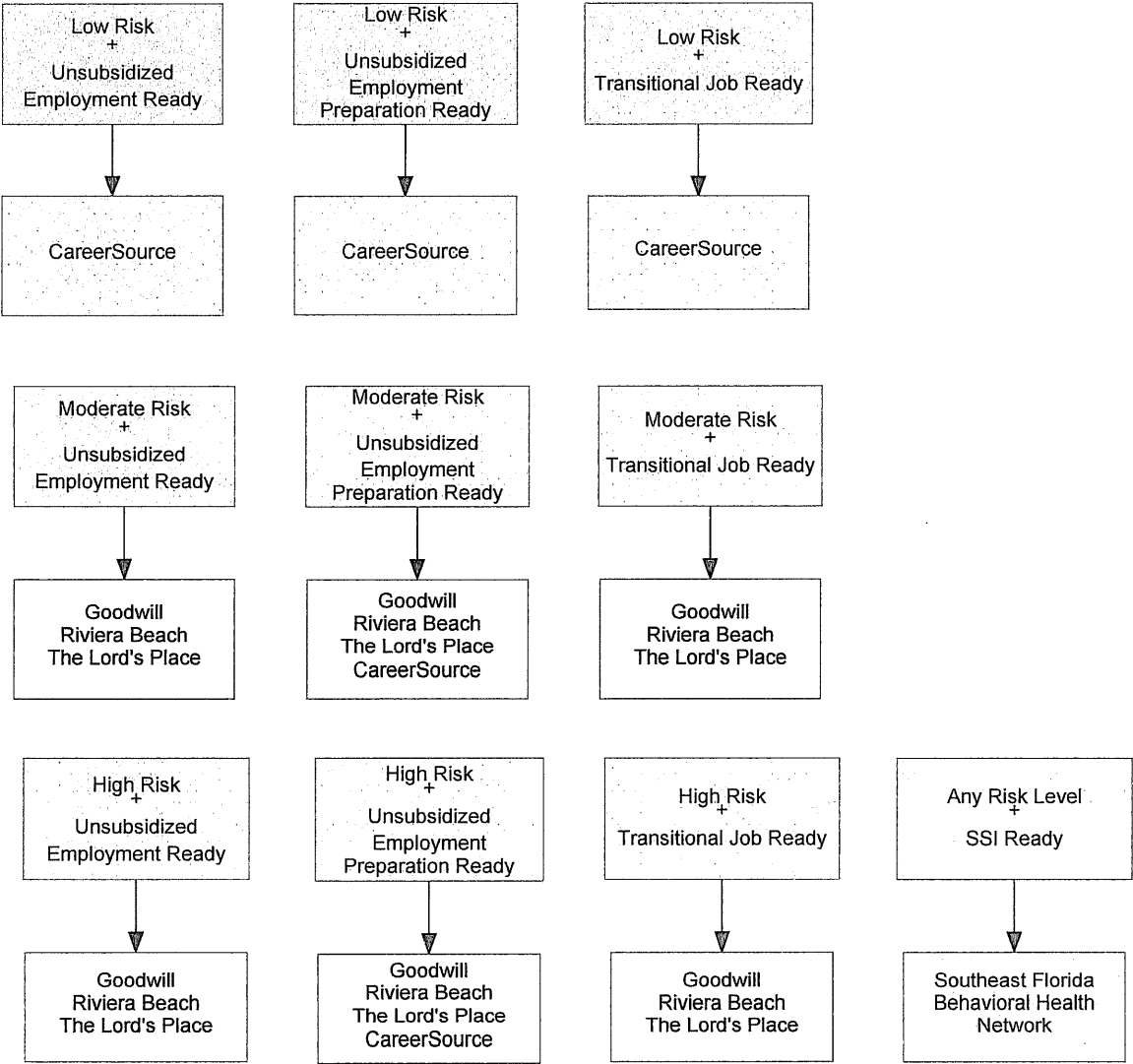
Quadrant 1: Unsubsidized Employment Ready Clients placed in this category have qualifying levels of job skills and work experience and are ready to job search.  
Quadrant 2: Unsubsidized Employment Preparation Ready Clients in this quadrant have a proven track record but will need supports in resume writing, interviewing skills, or other areas to be placed in a job. These are considered short-term supports.  
Quadrant 3: Transitional Job Ready Clients in this third category have significant barriers, limited job experience and many barriers to unsubsidized employment.  
Quadrant 4: Supplemental Security Income (SSI) Ready Clients are determined to be exempt from work participation requirements due to a disability or severe barrier.

**III. PROGRAM CROSS SYSTEM COORDINATION**

- 1) Each client now has a case manager, a risk score and a job readiness placement. CSP Case Management services will include a Cognitive-Based Intervention and can also include the following:

Transitional Housing  
Bus Passes  
Vocational Training and Certification  
Identification Assistance  
Family Reunification Counseling and Events  
Educational Classes  
Peer Support Groups  
Clothes and Toiletries  
Tattoo Removal  
On the Job Training  
Substance Abuse and Mental Health Treatment Services

2) Targeted Employment Services- Clients are referred through RENEW in the following manner for *targeted employment services*:



3) POST RELEASE DOCUMENTATION IN RENEW

Case managers will document all post release contacts, changes in employment, reentry services and service hours in RENEW under the Services Provided Tab. Upon three (3) DOCUMENTED *Unsuccessful* attempts at contact within three (3) months, the client case will be closed and the Case Manager will update the RENEW Detail Tab.

- 4) A client is considered successful when they have completed 75% of their goals. The post-release case manager will reassess using the LSI-r and change the following fields in RENEW on the DETAIL tab for the SUCCESSFUL completion.
- 5) Every participant will be tracked for at least three years.