

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>17,000</u>	_____	_____	_____	_____
External Revenues	< <u>17,000</u> >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No

Budget Account No.: Fund 1510 Dept. 762 Unit 7682 Object 8101

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Justice & Mental Health Collaboration Program Grant (Fund 1510)

C. Departmental Fiscal Review: *ms 1/27/10*

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> 2-3-10 _____ OFMB</p>	<p><i>[Signature]</i> 2/14/10 _____ Contract Dev. and Control <i>E. Jones 2/4/10</i></p>
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B. Legal Sufficiency:

[Signature] 2/8/10

Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

**INTERLOCAL AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS AND THE UNIVERSITY OF SOUTH FLORIDA**

THIS INTERLOCAL AGREEMENT is made the ___ day of January, 2010 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the University of South Florida Board of Trustees, a public body corporate, whose primary place of business is Tampa, Florida (herein referred to as the UNIVERSITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the UNIVERSITY will provide technical assistance for the Palm Beach County Justice, Mental Health Collaboration Project during the 2010 fiscal year; and

WHEREAS, the Palm Beach County Criminal Justice Commission in partnership with the Oakwood Center of the Palm Beaches, Inc. through the use of grant funds from the Justice and Mental Health Collaboration Program (JMHCP) of the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is working to begin implementing two key elements of its preliminary strategic plan to address criminal justice, mental health and substance abuse; and

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Bureau of Justice Assistance Grant funds to support the partnership by providing funds for the UNIVERSITY to participate; and

WHEREAS, the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$17,000 from October 1, 2009 through March 31, 2012 for the Justice and Mental Health Collaboration Program (JMHCP) set forth in Exhibit A; and

WHEREAS, the UNIVERSITY will provide tasks and deliverables as set forth in Exhibit A; and

WHEREAS, the grant will be used to pay for efforts towards implementing two key elements of its preliminary strategic plan to address criminal justice, mental health and substance abuse. The overarching goal of this project is to address two specific gaps identified in Palm Beach County's strategic plan - the need for intensive transitional case management for the period of 30-90 days following jail release or diversion, and an expansion of traditional Crisis Intervention Team (CIT) training to address the effectiveness of implementation strategies and expand the individuals

trained to other criminal justice professionals.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Purpose and Payment

- A. The purpose of this Agreement is for the UNIVERSITY to provide technical assistance to the Palm Beach County Justice, Mental Health Collaboration Project analysis of clinical and law enforcement records of recidivist pretrial and sentenced jail populations to determine the appropriate target population and services barriers.
- B. Upon receipt and approval of the UNIVERSITY'S invoices the COUNTY will pay the UNIVERSITY the not-to-exceed amount of \$17,000.00, as outlined in Exhibit A.
- C. The UNIVERSITY will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the BJA grant requirements.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Jenise Link, whose telephone number is (561) 355-1503.

The UNIVERSITY'S representative/contract monitor during the term of this Agreement shall be, John Petrla whose telephone number is (813) 974-9301.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including March 31, 2012 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The UNIVERSITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The UNIVERSITY shall submit ~~monthly~~^{quarterly} programmatic reports and ~~monthly~~^{quarterly} financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the UNIVERSITY, as well as confirmation of the UNIVERSITY'S expenditures for the Project. Upon receipt and approval of the UNIVERSITY'S ~~monthly~~^{quarterly} programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the UNIVERSITY the not-to-exceed amount in accordance with the budget (\$17,000). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The UNIVERSITY shall supply any further documentation deemed necessary by the COUNTY. Invoices received from the UNIVERSITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

INITIALS
JA
MR

SECTION 6. ACCESS AND AUDITS

The UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the agreement. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

SECTION 9. 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 10. NOTICE AND CONTACT

All notices provided under or pursuant to 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 COUNTY: Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

with a copy to: Dawn Wynn, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be mailed to:
Project Director:

John Petrila, J.D., LL.M.
Department of Mental Health Law & Policy
MHC 2738
University of South Florida
13301 Bruce B Downs Blvd
Tampa, Florida 33612

Administrative Contact:

~~Estelita Bunch~~ Anita M. Thompson
Sr. Grant Administrator
University of South Florida - ~~St. Petersburg Campus~~
~~KRC 3113~~ Suite 160
~~1407th Avenue South~~ 3650 Spectrum Blvd
~~St. Petersburg, Florida 33701~~ Tampa, FL 33612-9446
~~(727) 553-1150/phone~~ 813-974-4257/phone
~~bunch@research.usf.edu~~ athomp@research.usf.edu

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and the UNIVERSITY.

SECTION 12. FILING

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

SECTION 13. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 14. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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 or 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.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The COUNTY and the UNIVERSITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, 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 16. INSURANCE BY THE UNIVERSITY

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the UNIVERSITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida

sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event UNIVERSITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the UNIVERSITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the UNIVERSITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the UNIVERSITY of its liability and obligations under this Interlocal Agreement.

SECTION 17.

In the event the University utilizes subcontractors to provide services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement. The County reserves the right to accept or to reject the selection of a subcontractor and to inspect the facilities of any subcontractor to determine the capability of the subcontractor to perform properly under this contract.

SECTION 18. NOTICES

The UNIVERSITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Justice, Mental Health Collaboration Project and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY 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 20. UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

The UNIVERSITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the CRIMINAL JUSTICE COMMISSION to both fiscally and programmatically monitor UNIVERSITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The CRIMINAL JUSTICE COMMISSION staff will utilize and review other funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the CRIMINAL JUSTICE COMMISSION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

Copies of the required COUNTY forms have been supplied to the UNIVERSITY as exhibits to this Interlocal Agreement.

SECTION 21. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 22. AVAILABILITY OF FUNDS

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

SECTION 23. 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 UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

SECTION 24. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 25. 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 Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and _____ has executed this Agreement on behalf of the UNIVERSITY on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

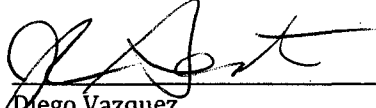
By: _____
Deputy Clerk

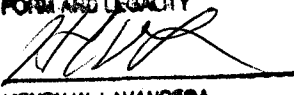
By: _____
Burt Aaronson, Chair

(SEAL)

WITNESS:

UNIVERSITY OF SOUTH FLORIDA

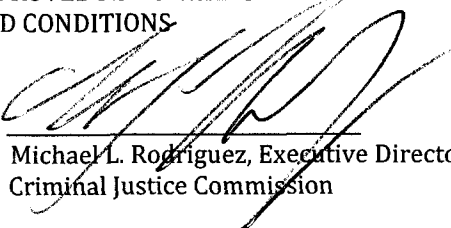

Diego Vazquez
Interim AVP, Office of Sponsored Research

APPROVED AS TO
FORM AND LEGALITY

HENRY W. LAVANDERA
ATTORNEY UWF

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: 
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

Scope of Work pertaining to the Contract between the University of South Florida, Florida Mental Health Institute and the Board of County Commissioners of Palm Beach County

SCOPE OF WORK

The Criminal Justice Mental Health Substance Abuse Technical Assistance Center, Florida Mental Health Institute of the University of South Florida (CJMHSATAC, FMHI, USF) will provide technical assistance to the Palm Beach County Justice, Mental Health Collaboration Project. Specifically, technical assistance is needed to [the Palm Beach County Justice, Mental Health Collaboration Project] analyze clinical and law enforcement records of pretrial and sentenced jail populations to determine the appropriate target population and barriers to service. The target population is individuals with dual diagnosis, non violent criminal records, and multiple arrests/admissions in the past 5 years.

Background: Through the use of grant funds from the Justice and Mental Health Collaboration Program (JMHCPC) of the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance the Palm Beach County Criminal Justice Commission and the Oakwood Center of the Palm Beaches, Inc. is working to begin implementing two key elements of the County's strategic plan to address criminal justice, mental health and substance abuse. The overarching goal of this project is to address two specific gaps identified in Palm Beach County's strategic plan – the need for intensive transitional case management for the period of 30-90 days following jail release or diversion, and an expansion of traditional Crisis Intervention Team (CIT) training to address the effectiveness of implementation strategies and expand the individuals trained to other criminal justice professionals.

Purpose: This project's primary purpose in the area of intensive case management is to reduce recidivism of the mentally ill in the criminal justice system, particularly that of dually diagnosed females. The target populations for transition case management are those persons who can be characterized as dually diagnosed recidivists. (Who are not currently enrolled in the FACT team, engaged in treatment at the Oakwood Center of the Palm Beaches or engaged in treatment

at the South County Mental Health Center). These persons are often treatment resistant, have little in the way of support and place the highest demands upon the criminal justice system. It is the intent to target and serve sixty (60) persons per year during the two-year course of the project. To be eligible for this portion of the project participants will be non-violent and may be either gender, but preference will be given to females; have at least five prior arrests in the previous five years; and be a mentally ill offender who has an Axis I diagnosis (Bipolar Disorder, Schizoaffective Disorder, Schizophrenia, or Major Depressive Disorder) that is severe in degree and persistent in duration and a co-diagnosis of some form of substance abuse.

Tasks and Deliverables: Under the terms of this scope of work the CJMHSA-TAC, FMHI, USF will perform the following tasks and provide the following deliverables:

Tasks:	Deliverables:
1. Analyze case files from the past 12 months of the arrestees in the jail pretrial population & sentenced population and in the mental health unit, (Sheriff's BIRS system, Mental Health unit, JSIS Pretrial system or any unidentified data systems) to determine recidivist rates of 5 arrest in last 5 years and to extract non-violent offenders from data supplied by CJC office.	1. Provide excel, text or csv database including a code book and/or record layout of preliminary target groups for the client selection committee to utilize for its discussion and protocol development no later than Feb. 15, 2010. Database will include fields such as: sex, age, county of residence, charge, length of stay, sentenced vs. pretrial, prior incarcerations, prior offense history, employment, education, arresting agency, bond amount, holders, mental health diagnosis, substance abuse diagnosis, housing needs
2. Create recommendations on refining individual data collection of persons needing mental health services as to established linkages with a mental health agency, time in jail, rate of recidivism and other individual data useful to the project.	
3. Conduct conference calls or web conferencing as needed to ensure the case file analysis is complete with a review of	

medical and treatment histories

4. Identify treatment issues that have led to clients previous re-arrests from the case file analysis
2. Provide an evaluation of the population served in the project.

5. Analyze the clients identified in the jail data extraction to the Medicaid/SAMH and other data to verify usage of services and their barriers/needs from various data sources

6. Participate, either via phone conference or in person, in meetings with project client selection committee and provide recommendations

3. Provide a preliminary report of target population recommendations no later than March 1, 2010

4. Provide recommendations on confidentiality agreements for sharing medical and criminal justice information

5. Provide a final report of target population recommendations no later than August 1, 2010

6. If needed, assist in the creation of client waivers for project participants

General Terms: The Contract shall not exceed \$17,000. Payments will be made upon receipt of invoice with description of services rendered and time period for completed services as noted above. Payment is subject to the delivery of a satisfactory report as determined by the project authority.