

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 8, 2010

[X] Consent [] Regular
[] Ordinance [] Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to approve: a contract with the Oakwood Center of the Palm Beaches, Inc., a not-for-profit agency, for \$268,252 for the period of October 1, 2009 to March 31, 2012, for the provision of expanding Crisis Intervention Team training and providing intensive forensic case management to dually diagnosed repeat offenders.

SUMMARY: Palm Beach County has received a direct award of \$249,942 and matched the grant with \$84,085 in cash and in-kind services, under the Justice and Mental Health Collaboration Program (JMHCP) of the United States Department of Justice, Office of Justice Programs Bureau of Justice Assistance. The grant application was made through the Palm Beach County Criminal Justice Commission in partnership with the Oakwood Center of the Palm Beaches Inc. This award was received and filed by the Board of County Commissioners on October 20, 2009. The Oakwood Center of the Palm Beaches Inc., will receive \$268,252 of the grant funds to provide mental health and substance abuse treatment services on the project to dually-diagnosed repeat offenders, and to provide an expansion of the Crisis Intervention Training program. Countywide (DW)

BACKGROUND: 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, 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 other criminal justice professionals (for example, medical professionals, social workers, psychiatrists, etc.) To ensure better service for consumers and more effective and efficient use of public resources, Oakwood will provide intensive case management services to treatment resistant, dually diagnosed persons with a history of recidivism with the goal to reduce recidivism of the mentally ill in the criminal justice system. Under this agreement Oakwood will also provide an expansion of the Crisis Intervention Team (CIT) training in Palm Beach County. Oakwood will manage both the existing and expanded CIT training programs within Palm Beach County, in collaboration with the Palm Beach County CIT Council, and the cadre of volunteer trainers.

Attachment:

1. Contract with the Oakwood Center of the Palm Beaches Inc.

Recommended by: _____

Department Director

Date

5/2-10

Approved By: _____

Assistant County Administrator

Date

[Signature]

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>78,413</u>	<u>124,145</u>	<u>65,694</u>		
External Revenues	<u><71,413></u>	<u><108,145></u>	<u><45,884></u>		
Program Income (County)					
In-Kind Match (County)			<u><3,000></u>		
NET FISCAL IMPACT	<u>\$7,000</u>	<u>\$16,000</u>	<u>\$16,810</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)

Funds to cover the net fiscal impact were transferred from the Drug Abuse Trust Fund and the Crime Prevention Fund in October 2009

Unexpended funds will be administratively carried forward to the next fiscal year.

C. Departmental Fiscal Review: ms

III. REVIEW COMMENTS

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

Total Funding \$334,027 (249,942 Grant 84085 match) approved in R2009-1808. Only using \$268,252 of that funding for this contract. 40

John B. Burch 3/20/10
OFMB

Dr. J. J. Jones 6/11/10
Contract Dev. and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 6/2/10
Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, 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 the Oakwood Center of the Palm Beaches Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as OAKWOOD, whose Federal Tax I.D. is 59-1171320.

In consideration of the mutual promises contained herein, the COUNTY and OAKWOOD agree as follows:

WHEREAS, OAKWOOD will complete key activities for the Palm Beach County Justice, Mental Health Collaboration Project during the grant project period of October 1, 2009 through March 31, 2012 including employing a transitional case manager, a crisis intervention team program manager and a crisis intervention team program coordinator; 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 OAKWOOD to participate; and

WHEREAS, the COUNTY will reimburse OAKWOOD for expenses up to the amount of \$268,252.00 from the execution date of this contract through March 31, 2012 for the Justice and Mental Health Collaboration Program (JMHCP) set forth in Exhibit A; and

WHEREAS, OAKWOOD will complete tasks and deliverables as set forth in Exhibit A; and

WHEREAS, 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 Crisis Intervention Team (CIT) training to other criminal justice professionals (for example, medical professionals, social workers, psychiatrists, etc.).

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 OAKWOOD to complete key activities in support of the Palm Beach County Justice, Mental Health Collaboration Project including intensive case management for treatment resistant offenders involved in the criminal justice system and including providing Crisis Intervention Team program management.
- B. Upon receipt and approval of OAKWOOD'S invoices the COUNTY will pay OAKWOOD for costs associated with the project, as outlined in Exhibit B.
- C. OAKWOOD 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.

OAKWOOD'S representative/contract monitor during the term of this Agreement shall be, Dr. Linda DePiano whose telephone number is (561) 383-5711.

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

OAKWOOD 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

OAKWOOD shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to OAKWOOD, as well as confirmation of OAKWOOD's expenditures for the Project. Upon receipt and approval of OAKWOOD's monthly programmatic and fiscal invoices, included as part of Exhibit B, the COUNTY will reimburse OAKWOOD. The total reimbursement will not exceed \$268,252.00.

Agreement CJC and Oakwood 4_15_2010

Invoices shall be itemized in sufficient detail for prepayment audit thereof. OAKWOOD shall supply any further documentation deemed necessary by the COUNTY. Invoices received from OAKWOOD will be reviewed and approved by the COUNTY'S representative noted in section 2 above, 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.

SECTION 6. ACCESS AND AUDITS

OAKWOOD 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 OAKWOOD, notices shall be mailed to:
Dr. Linda DePiano, CEO
Oakwood Center of the Palm Beaches, Inc.
1041 45th Street
West Palm Beach, Florida 33407

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 OAKWOOD.

SECTION 12. FILING

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

SECTION 13. 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 14. EQUAL OPPORTUNITY PROVISION

The COUNTY and OAKWOOD 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 15. 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. OAKWOOD is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If OAKWOOD 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, OAKWOOD shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

OAKWOOD agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

OAKWOOD understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

OAKWOOD shall provide the COUNTY with a copy of OAKWOOD's contract with any SBE subcontractor or any other related documentation upon request.

OAKWOOD understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

OAKWOOD will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

OAKWOOD shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

OAKWOOD agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article

III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

SECTION 16. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, OAKWOOD 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).

SECTION 17. NOTICES

OAKWOOD, 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 18. REGULATIONS; LICENSING REQUIREMENTS

OAKWOOD shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. OAKWOOD 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 19. OAKWOOD'S PROGRAMMATIC REQUIREMENTS

OAKWOOD 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 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 to both fiscally and programmatically monitor OAKWOOD 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. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. OAKWOOD shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY 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.

SECTION 20. CAPTIONS

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

SECTION 21. 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 22. 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 OAKWOOD of the COUNTY'S notification of a contemplated change, OAKWOOD 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 OAKWOOD'S ability to meet the completion dates or schedules of this Agreement.

SECTION 23. EXCUSABLE DELAYS

OAKWOOD 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 OAKWOOD 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 OAKWOOD'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if OAKWOOD'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.

SECTION 24. INSURANCE

- A. OAKWOOD shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OAKWOOD shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by OAKWOOD are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OAKWOOD under the Contract.
- B. **Commercial General Liability** OAKWOOD shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. OAKWOOD shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** OAKWOOD shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event OAKWOOD doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing OAKWOOD to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OAKWOOD shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** OAKWOOD shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OAKWOOD shall provide this coverage on a primary basis.

- E. **Professional Liability** OAKWOOD shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 OAKWOOD'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OAKWOOD shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 life of this Contract, OAKWOOD shall purchase a SERP with a minimum reporting period not less than 3 years. OAKWOOD shall provide this coverage on a primary basis.
- F. **Additional Insured** OAKWOOD shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OAKWOOD shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** OAKWOOD hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 OAKWOOD shall agree to 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should OAKWOOD enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, OAKWOOD shall deliver to the COUNTY'S representative as identified in Section 10, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten **(10)** day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, OAKWOOD may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** 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, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

SECTION 25. INDEMNIFICATION

OAKWOOD 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 OAKWOOD'S performance of the terms of this Contract or due to the acts or omissions of OAKWOOD.

SECTION 26. 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 27. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and

parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

SECTION 28. 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 Contract on behalf of COUNTY and OAKWOOD has hereunto set its hand the day and year above written.


ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair


**OAKWOOD CENTER OF THE PALM
BEACHES, INC.**

By: 
Linda De Piano, Ph. D.
Chief Executive Officer

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Michael L. Rodriguez
Executive Director
Criminal Justice Commission

Scope of Work pertaining to the Contract between the Oakwood Center
of the Palm Beaches Inc. and the Board of County Commissioners of
Palm Beach County

SCOPE OF WORK

Through the Justice and Mental Health Collaboration Program (JMHCP) of the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance grant, the Oakwood Center of the Palm Beaches Inc. (hereinafter referred to as "OAKWOOD") will provide a collaborative and systemic network approach to addressing the interface of criminal justice, mental health and substance abuse issues. To ensure better services for consumers and more effective and efficient use of public resources, OAKWOOD will provide intensive case management services to dually diagnosed persons with a history of recidivism and OAKWOOD will provide an expansion of Crisis Intervention Team (CIT) training.

Background: 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 CIT training. In addition to expanding the CIT training to other criminal justice professionals the fidelity of the CIT program will be assessed to determine if the model implemented in Palm Beach County compared to the original Memphis model.

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 Florida Assertive Community Treatment (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 operational 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.

Program Description Transition Case Management

This project will address a significant service delivery gap by linking recidivist offenders immediately to the mental health system and other necessary support resources when they are diverted or discharged from the criminal justice system. By addressing the three to six week gap between discharge and the availability of treatment services, a significant reduction in repeat arrests of program participants is anticipated.

Program Description CIT Training

The scope of this project will fund two improvements to current CIT training. First, it will expand the number of persons being trained by offering an additional two classes a year to law enforcement personnel including juvenile and adult probation officers (in addition to the current four being offered), and a third modified class for 911 and police dispatchers. Second, it will develop and offer a modified CIT training program for criminal justice professionals other than law enforcement officers such as attorneys, public health professionals, jail personnel, and judges. This expansion of CIT is to ensure a broader range of criminal justice and health care professionals are familiar with mental health issues and can make better decisions regarding de-escalation, appropriate placement or disposition. More significantly, the voluntary CIT coordinating council will now have dedicated clinical support to evaluate and improve the

strategies used to identify and respond to incidents involving individuals with mental illness, and build data to support these strategies.

OAKWOOD will: (1) Provide intensive case management services as described above; (2) Develop and implement collaborative protocols with the Palm Beach County Justice Services/Pre-trial Services/Jail Mental Health Unit to integrate screening, assessment and coordinate recommendations to the court, and (3) Arrange for transition of the intensive case management clients to appropriate programs.

OAKWOOD will manage both the existing and expanded CIT training programs within Palm Beach County, in collaboration with the Palm Beach County CIT Council, and the cadre of volunteer trainers. Specific responsibilities for CIT include (1) the training identified earlier, including training and support for the ongoing four annual sessions, (2) assessment to determine if the CIT training is faithful to the original model, in both training and implementation, and develop an action plan with improvements and (3) review literature and make recommendations for appropriate training products to increase the knowledge and skill of professionals who work in the interface of criminal justice, mental health and substance abuse as effective partners with CIT trained law enforcement personnel.

Progress Reports:

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the project objectives. OAKWOOD will prepare progress reports which summarize all Agreement activities conducted by OAKWOOD for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated drawbacks. Each progress report is due to the Criminal Justice Commission, project manager, Jenise Link at JLink@pbcgov.org or 301 N. Olive Ave., Suite 1001, West Palm Beach, FL 33401 within **fifteen (15)** working days of the first of each month.

Tasks and Deliverables: Under the terms of this scope of work OAKWOOD will perform the following tasks and provide the following deliverables:

Tasks:	Deliverables:
<p>1. Hire and train full time Intensive Case Manager. Position will be hired Full time, 100% of position, during grant period with .03% increase each year. Starting annual salary for year 1 is \$35,234 (will be paid for 8 months in year 1); year 2 is \$36,291.02 (will be paid for 12 months); and year 2.5 is \$37,377.59 (will be paid for 6 months).</p>	<p>1. Provide job description, title and name of employee hired. Submit monthly reimbursements with hours worked, mileage, and tasks completed for salary payment. Not to exceed a total reimbursement for the project period of \$109,236.44. (mileage will be paid in accordance with county policy, current rate is .505 cents per mile)</p>
<p>2. Hire and train part time CIT Manager. Position will be hired at 60% part time during first 8 months operations; 70% during 2nd 12 months of operations; and 70% FTE during last 6 months with .03% increase in salary each year. Starting annual salary for year 1 is \$44,990.40 (will be paid for 8 months in year 1); year 2 is \$46,340.11 (will be paid for 12 months in year 2); year 2.5 is \$47,730.31 (will be paid for 6 months in year 2.5).</p>	<p>2. Provide job description, title and name of employee hired. Submit monthly reimbursements with hours worked, mileage, travel, training registration fees, and tasks completed for salary payment. Not to exceed a total reimbursement for the project period of \$90,131.30. (mileage will be paid in accordance with county policy, current rate is .505 cents per mile)</p>
<p>3. Hire and train part time CIT Coordinator. Position will be hired during month 8 of year one. This position will not receive fringe benefits. Position will be paid \$10.00 per hour and will work approximately 55 to 60 hours per month.</p>	<p>3. Provide job description, title and name of employee hired. Submit monthly reimbursements with hours worked, and tasks completed for salary/hourly payment. Not to exceed a total reimbursement for the project period of \$13,500.00.</p>
<p>4. Participate in collaborative screening and court recommendation protocols</p>	<p>4. Provide recommendations on screening protocols to the Task Force and the Criminal Justice Commission</p>
<p>5. Develop screening system to select intensive case management clients</p>	<p>5. Provide recommendation on screening system to select intensive case management clients and submit approved Screening system</p>
<p>6. Select clients for intensive case</p>	<p>6. Provide client pool</p>

management and provide communication to clients	
7. Research to identify reverse CIT curriculum needs and content	7. Submit developed Training Plan
8. Coordinate and manage CIT training program	8. Submit list of agencies attending training and training announcements
9. Provide CIT training	9. Training Events are completed; submit reimbursements for training supplies not to exceed \$8,900.00 for project period.
10. Assess CIT training model	10. Provide action plan with assessment outcomes and improvements to current program
11. One staff will attend orientation training in Washington, D.C. on February 24 th & 25 th , 2010	11. Submit travel form, mileage form, receipts and orientation meeting agenda
12. Two staff will attend grant close out training in Washington, D.C. in 2012	12. Submit travel form, mileage form, receipts and meeting agenda
13. Provide Client outreach	13. Submit reimbursements in adherence to the following items not to exceed total funds allocated:

	Year 1	Year 2	Year 2.5	Total
Client Flex Funds Expenses (Client Outreach)	(8 months)	(12 months)	(6 months)	
1. Service Activity: Transitional Housing, rent payment for one 2 bedroom apartment at \$750 per month first year, \$850 per month second year and \$1000 per month for the last 6 month changing to a month to month lease.	\$6,000.00	\$8,300.00	\$6,000.00	\$20,300.00
2. Service Activity: Move in and out cost (\$1400 last month rent and security and \$2110 move out expenses)	\$1,400.00	\$0.00	\$2,110.00	\$3,510.00

Furniture cost (Living room set, dining room set, 4 beds and 4 night stands)	\$3,629.29	\$0.00	\$0.00	\$3,629.29
3. Utilities: electric cost = \$180 per month first year, \$220 per month second year and \$275 per month third year.	\$1,440.00	\$2,580.00	\$3,300.00	\$7,320.00
4. Service Activity: Bus passes (First 8 month \$ 5 for a 30 days bus pass x 6 clients x 8 months, \$10 for a 30 days bus pass x 28 clients x 12 months and \$20 for the next	\$240.00	\$3,360.00	\$2,700.00	\$6,300.00
5. Service Activity: Clothing Birth Certificates, State ID's Quantity: first year \$150 per month, second year \$202.08 per month and \$300.00 per month.	\$1,200.00	\$2,424.97	\$1,800.00	\$5,424.96
Total	\$13,909.29	\$16,664.97	\$15,910.00	\$46,484.26

Exhibit B

Palm Beach County Criminal Justice Commission

30 month period

BJA Grant Application

Budget Category	Budget Narrative	Year 1				Year 2				Year 2.5				30 month total expenses		
		Total	Grant	Match*		Total	Grant	Match*		Total	Grant	Match*		Total	Grant	Match*
Personnel																
Transitional Case Manager	Position will be hired during month 4 of year 1, Full time, 100% of position, during grant period with .03% increase each year. Starting annual salary for year 1 is \$35,234 (will be paid for 8 months in year 1); year 2 is \$36,291.02 (will be paid for 12 months); and year 2.5 is \$37,377.59 (will be paid for 6 months).	\$23,489.36	\$23,489.36	\$0.00		\$36,291.02	\$36,291.02	\$0.00		\$18,688.80	\$18,688.80	\$0.00		\$78,469.18	\$78,469.18	\$0.00
CIT Program Manager part time	Position will be hired during month 4 of startup period, 60% during first 8 months operations; 70% during 2nd 12 months of operations; and 70% FTE during last 6 months with .03% increase in salary each year. Starting annual salary for year 1 is \$44,990.40 (will be paid for 8 months in year 1); year 2 is \$46,340.11 (will be paid for 12 months in year 2); year 2.5 is \$47,730.31 (will be paid for 6 months in year 2.5).	\$17,996.16	\$17,996.16	\$0.00		\$32,438.08	\$32,438.08	\$0.00		\$16,705.62	\$16,705.62	\$0.00		\$67,139.86	\$67,139.86	\$0.00
CIT Coordinator part time	Position will be hired during month 8 of year one. This position will not receive fringe benefits. Position will be paid \$10.00 per hour and will work approximately 55 to 60 hours per month.	\$2,940.00	\$2,940.00	\$0.00		\$7,080.00	\$7,080.00	\$0.00		\$3,480.00	\$480.00	\$3,000.00		\$13,500.00	\$10,500.00	\$3,000.00
Fringe Benefits	See detailed breakout on next worksheet															
Transitional case manager	FICA, Workers' Comp, Retirement, Unemployment, Health Insurance	\$9,939.71	\$9,939.71	\$0.00		\$12,119.08	\$12,119.08	\$0.00		\$4,418.47	\$4,418.47	\$0.00		\$26,477.26	\$26,477.26	\$0.00
CIT program manager	FICA, Workers' Comp, Retirement, Unemployment, Health Insurance	\$6,158.56	\$6,158.56	\$0.00		\$9,081.92	\$9,081.92	\$0.00		\$3,605.96	\$3,605.96	\$0.00		\$18,846.44	\$18,846.44	\$0.00
Travel																
Transitional case manager	local travel to visit clients throughout county @ .55/mile - at average of 300 miles per month; 2400 miles for year 1; 3600 miles for year 2; and 1800 for year 2.5	\$1,320.00	\$1,320.00	\$0.00		\$1,980.00	\$1,980.00	\$0.00		\$990.00	\$990.00	\$0.00		\$4,290.00	\$4,290.00	\$0.00
CIT program manager	local travel to police departments, mental health centers, and training centers throughout county @ .55/mile at an average of 150 miles per month; 1200 miles for year 1; 1800 miles for year 2; and 900 miles for year 2.5. Travel and lodging to International CIT conference @ \$1,000 per year.	\$1,660.00	\$1,660.00	\$0.00		\$1,990.00	\$1,990.00	\$0.00		\$495.00	\$495.00	\$0.00		\$4,145.00	\$4,145.00	\$0.00
Equipment	none															
Supplies																
CIT training supplies	Supplies includes binders, printing of CIT manuals, videos, creation and cost for compact discs, and refreshments for training days. (Year 1: binders \$15 x40 people=\$600; paper and printing training manuals \$5 x 40people= \$200; cds, DVDs, and videos \$10 x 40people=\$400; refreshments for training days, \$9 x 40 people x 5 days= \$1800.) Total \$3,000.	\$1,000.00	\$1,000.00			\$6,500.00	\$2,500.00	\$4,000.00	4,000 cash match	\$1,400.00	\$500.00	\$900.00	\$900 cash match	\$8,900.00	\$4,000.00	\$4,900.00
	(Year 2: binders \$15 x100 people=\$1500; paper and printing training manuals \$5 x 100people= \$500; cds, DVDs, and videos \$10 x 100people=\$1000; refreshments for training days, \$9 x 100 people x 5 days= \$4500.) Total \$7,500.															
	(Year 2.5: binders \$15 x40 people=\$600; paper and printing training manuals \$5 x 40people= \$200; cds, DVDs, and videos \$10 x 40people=\$400; refreshments for training days, \$9 x 40 people x 5 days= \$1800.) Total \$3,000.															
Construction	none															
Other																
Client flex funds	See detailed chart on next worksheet. Client Outreach. Funds will be used as needed for the client to purchase services for transitional case management in situations where no appropriate services are available through existed program resources. Transitional housing options will be available (2 bedroom apartment at \$750 per month + \$150 per month for electricity) and bus passes at \$5 for 30 days each.	\$13,909.29	\$6,909.29	\$7,000.00	cash match	\$16,664.97	\$4,664.97	\$12,000.00	cash match	\$15,910.00	\$0.00	\$15,910.00	cash match	\$46,484.26	\$11,574.26	\$34,910.00
Indirect costs	none	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total		\$78,413.08	\$71,413.08	\$7,000.00		\$124,145.07	\$108,145.07	\$16,000.00		\$65,693.85	\$45,883.85	\$19,810.00		\$268,252.00	\$225,442.00	\$42,810.00

*Match funds are provided by the Palm Beach County Criminal Justice Commission through in-kind services, supplies and by cash match through a Crime Prevention Trust Fund

	Year 1	Year 2	Year 2.5	Total
Client Flex Funds Expenses	(8 months)	(12 months)	(6 months)	
1. Service Activity: Transitional Housing, rent payment for one 2 bedroom apartment at \$750 per month first year, \$850 per month second year and \$1000 per month for the last 6 month changing to a month to month lease.	\$6,000.00	\$8,300.00	\$6,000.00	20,300.00
2. Service Activity: Move in and out cost (\$1400 last month rent and security and \$2110 move out expenses)	\$1,400.00	\$0.00	\$2,110.00	3,510.00
Furniture cost (Living room set, dining room set, 4 beds and 4 night stands)	\$3,629.29	\$0.00	\$0.00	3,629.29
3. Utilities: electric cost = \$180 per month first year, \$220 per month second year and \$275 per month third year.	\$1,440.00	\$2,580.00	\$3,300.00	7,320.00
4. Service Activity: Bus passes (First 8 month \$ 5 for a 30 days bus pass x 6 clients x 8 months, \$10 for a 30 days bus pass x 28 clients x 12 months and \$20 for the next	\$240.00	\$3,360.00	\$2,700.00	6,300.00
5. Service Activity: Clothing Birth Certificates, State ID's Quantity: first year \$150 per month, second year \$202.08 per month and \$300.00 per month.	\$1,200.00	\$2,424.97	\$1,800.00	5,424.96
Total	\$13,909.29	\$16,664.97	\$15,910.00	46,484.26

Palm Beach County Criminal Justice Commission
30 month period
BJA Grant Application

Fringe benefits detail	Oakwood Center Fringe Benefits							Total
	Salary	Fica	Retirement contribution	Workers Comp	Unemployment	Health Ins	Subtotal Fringe	
		7.65%	3.90%	3.50%	0.5%			
Transitional Case Manager - Year 1	\$23,489.36	\$1,796.94	\$916.09	\$822.13	\$117.45	\$6,287.11	\$9,939.71	\$33,429.07
Transitional Case Manager - Year 2	\$36,291.02	\$2,776.26	\$1,415.35	\$1,270.19	\$181.46	\$6,475.83	\$12,119.08	\$48,410.00
Transitional Case Manager--Year 2.5	\$18,688.80	\$1,429.69	\$728.86	\$654.11	\$93.44	\$1,512.36	\$4,418.47	\$9,000.00
CIT Manager-Year 1	\$17,996.16	\$1,376.71	\$701.85	\$629.87	\$89.98	\$3,360.16	\$6,158.56	\$24,154.72
CIT Manager-Year 2	\$32,438.08	\$2,481.51	\$1,265.09	\$1,135.33	\$162.19	\$4,037.80	\$9,081.92	\$41,520.00
CIT Manager--Year 2.5	\$16,705.62	\$1,277.98	\$651.52	\$584.70	\$83.53	\$1,008.24	\$3,605.96	\$6,000.00