

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 3/06/12

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: **A) Approve** The Interlocal Agreement with the University of South Florida for \$100,000 to provide an evaluation of reentry services in Palm Beach County for the period of February 7, 2012, to February 6, 2013; and **B) Receive and File Two** Approved Grant Adjustment Notices from the Bureau of Justice Assistance to change the scope of work of the grant project to be used for the evaluation services.


SUMMARY: This Agreement will provide \$100,000 in Bureau of Justice Assistance funding to evaluate a minimum of nine (9) reentry programs in Palm Beach County that have received funding through Palm Beach County Board of County Commissioners from 2002 to 2011. The change of scope is moving lapsed salary funds for two (2) positions to be utilized for the evaluation. Countywide (PE)

BACKGROUND AND JUSTIFICATION: Offender reentry programs seek to assist offenders transitioning back into their communities following incarceration or other correctional supervision. The goal of these programs is to help offenders obtain basic services, job placement, and educational opportunities so they may return to the community and lead meaningful, productive and crime free lives. In recent years, reentry in Palm Beach County has received increased attention as public policy leaders are searching for innovative ways of decreasing cost of incarceration while maintaining public safety. As a result, various projects have been funded at differing times during the past nine years that address the offender reentry populations. The Palm Beach County Criminal Justice Commission (CJC) serves as an advisory board to the Board of County Commissioners. The CJC also administers various grant programs and has made reentry one of its top five priority areas of consideration this year. The expenditure of \$100,000 was previously approved to complete an evaluation of reentry services in Palm Beach County. On June 13, 2011 funds were allocated for the first time by the CJC for an evaluation of reentry services of programs being funded by the CJC. It is the intent of this evaluation design to elicit interested parties that have the capability to perform a comprehensive process and outcome evaluation including, but not limited to, the following programs: 1.) Offender Reentry Initiative: Gulfstream Goodwill Industries Inc.; 2.) Reentry Case Management; 3.) Grammercy Park Reentry; 4.) Reentry Paralegal Assistance; 5.) RESTORE Project; 6.) Recovery, Empowerment, Achievement and Prosperity (R.E.A.P.); 7.) Riviera Beach Justice Service Center; 8.) Reentry ID Program; and 9.) The Lord's Place Transition From Jail To Community (TJC) Program. A final report with recommendations will be provided to the CJC at the conclusion of the evaluation.

Attachments:

1. Interlocal Agreement with the University of South Florida (2)
2. Grant Adjustment Notice from the Bureau of Justice Assistance – Programmatic activities
3. Grant Adjustment Notice from the Bureau of Justice Assistance – Project adjustments

Recommended by:  
 Department Director Date

Approved By:  3/2/12
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>100,000</u>	_____	_____	_____	_____
External Revenues	<u><100,000></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1507 & 1505 Dept. 762 Unit 7670/7692 Object 8101

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

Local JAG 2011-DJ-BX-2709 Fund 1507 \$58,000
 Local JAG 2010-DJ-BX-0168 Fund 1505 \$42,000

C. Departmental Fiscal Review: MS 2/8/12

III. REVIEW COMMENTS

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

[Signature]
 OFMB *WS 2/14/12 JB 2/23/12 SN 2/27/12 P/10/12 (SC)*

[Signature] *3/2/12*
 Contract Dev. and Control *3-2-12*

B. Legal Sufficiency:

original signatures being obtained from university - to be overnighted to Dept for final execution of contract pg. 2 3/2/12

[Signature] *3/2/12*
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS AND THE UNIVERSITY OF SOUTH FLORIDA BOARD OF
TRUSTEES, a public body corporate**

THIS INTERLOCAL AGREEMENT is made _____ 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 (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 Palm Beach County Criminal Justice Commission advertised a Request for Information seeking interested not-for-profit agencies or universities to provide an in depth evaluation of criminal justice reentry programs and the UNIVERSITY submitted an acceptable response; and

WHEREAS, the UNIVERSITY will provide an evaluation of reentry services in Palm Beach County; and

WHEREAS, the Criminal Justice Commission has recommended the use of Edward Byrne Memorial Justice Assistance Grant Local Solicitation funds to support the evaluation by providing funds for the UNIVERSITY to participate; and

WHEREAS, the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$100,000 from February 7, 2012 through February 6, 2013 for the Evaluation of Reentry Services in Palm Beach County as set forth in Exhibit A; and

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

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 an in depth evaluation of reentry services of programs being funded by the Criminal Justice Commission.

- B. Upon receipt and approval of the UNIVERSITY'S invoices the COUNTY will pay the UNIVERSITY the not-to-exceed amount of \$100,000.00, as outlined in Exhibit A.
- C. The UNIVERSITY will provide status reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the Edward Byrne Memorial Justice Assistance 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, e-mail: jlink@pbcgov.org. The UNIVERSITY'S representative/contract monitor during the term of this Agreement shall be, Sandra McDonald whose telephone number is (813) 974-2897, e-mail: smcdonald@research.usf.edu.

SECTION 3. EFFECTIVE DATE/TERMINATION

The begin date of this contract will be February 7, 2012 regardless of the date of signature of the last party and shall continue in full force and effect up to and including February 6, 2013 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 quarterly programmatic reports and 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 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 (\$100,000). 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.

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 Center. 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not

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limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

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: Gentry Benjamin, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be mailed to:
John Petril, J.D., LL.M.
Department of Mental Health Law & Policy
MHC 2738
University of South Florida
13301 Bruce B Downs Blvd

Tampa, Florida 33612

And

Sandra McDonald
University of South Florida
Sponsored Research
3650 Spectrum Blvd., Suite 160
Tampa, Florida 33612

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 age, race, color, sex, national origin, disability, religion, ancestry, familial status, 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 within the monetary waiver limits set forth by the legislature.

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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 Edward Byrne Memorial Justice Assistance Grant 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.

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

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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 Rebecca Puig has executed this Agreement on behalf of the UNIVERSITY on the day and year first above written.

ATTEST:

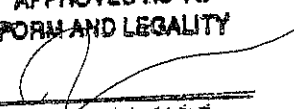
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

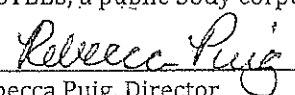
Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

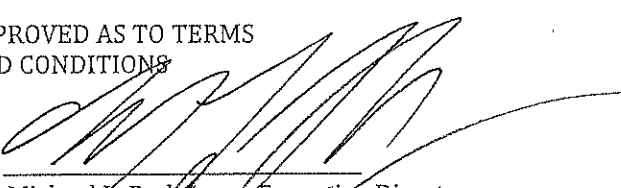
**APPROVED AS TO
FORM AND LEGALITY**

ATTORNEY - U.S.F.

UNIVERSITY OF SOUTH FLORIDA BOARD OF
TRUSTEES, a public body corporate

Rebecca Puig, Director
University of South Florida Sponsored Research

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



Palm Beach County Criminal Justice Commission

Evaluation Statement of Work pertaining to the agreement between Palm Beach County, Florida and the University of South Florida

CJC = Criminal Justice Commission

USF FMHI = University of South Florida, Florida Mental Health Institute

<p>CJC Projects to be Evaluated: Reentry Services in Palm Beach County-</p> <ol style="list-style-type: none"> 1. Offender Reentry Initiative; Gulfstream Goodwill Industries Inc. 2. Reentry Case Management by Gulfstream Goodwill Industries Inc. 3. Grammercy Park Reentry 4. Reentry Paralegal Assistance 5. RESTORE Project 6. Recovery, Empowerment, Achievement and Prosperity (R.E.A.P.) 7. Riviera Beach Justice Service Center 8. Reentry ID Program 9. The Lord's Place Transition From Jail to Community Program 10. Other programs not funded through the CJC that wish to voluntarily participate 	<p>Initial and Final Funding Years: 2002 - 2012</p>
<p>Type of Evaluation: Program Implementation</p>	<p>Purpose and Intended Uses of the Evaluation: Planning and funding allocations</p>
<p>Brief Description of Project, the "Program Theory" that underlies it and it's Intended Results: Offender reentry programs seek to assist offenders transitioning back into their communities following incarceration or other correctional supervision. The goal of these programs is to help offenders obtain basic services, job placement, and educational opportunities so they may return to the community and lead meaningful, productive and crime free lives.</p>	
<p>Existing Performance Information Sources: The office of the Criminal Justice Commission; the Office of the Public Defender; Riviera Beach Justice Service Center; Gulfstream Goodwill Industries Inc.; and the Lord's Place. USF FMHI will use their access to the Florida Department of Law Enforcement statewide arrest data, Medicaid claims files from the Florida Agency for Health Care Administration, behavioral health service encounters from the Florida Department of Children and Families and Baker Act petitions from a file maintained by FMHI.</p>	

Evaluation Methods:

Includes both process and outcome components. USF FMHI will evaluate program characteristics including: acceptability to clients, providers and stakeholders; appropriateness in terms of addressing the key reentry objectives; and match with client needs; fidelity or adherence to protocol; and feasibility of delivery. Three methods of data collection will be used: 1.) discussions with CJC, Reentry Task Force and other stakeholder groups; 2.) gathering and analysis of information from each program; and 3.) focus groups. The outcome evaluation component will focus on two primary outcome issues. First, are the programs producing the outcomes specified in their contracts with Palm Beach County? Second, are the programs contributing to community reintegration, as measured by improved clinical and public safety outcomes?

Deliverables:

1. Meeting with CJC and Reentry Task Force
2. Evaluation plan covering the overall design strategy for the evaluation, the data collection and analysis plan for the evaluation and the team's schedule for the evaluation
3. Data Collection and analysis
4. Program interviews
5. Focus groups
6. Quarterly progress reports
7. Draft final evaluation report
8. Oral presentation of the evaluation
9. Final evaluation report including recommendations

Evaluation Team Composition:

Four members from the Department of Mental Health Law & Policy at the Florida Mental Health Institute

John Petrilu, J.D. LL.M. (PI)

Sarah Desmarais, Ph.D

Diane Haynes, M.P.A.

Mark Engelhardt, LCSW

Schedule and Logistics:

Table 1. Proposed Project Evaluation Workplan Project Activities	Project Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Meetings with CJC, Reentry Task Force and Stakeholders												
Initial meeting with CJC, Task Force	X											
Meeting to update CJC, Task Force				X			X					
Preliminary recommendations to CJC, Task Force										X		
Final Report to CJC, Task Force												X
Data Collection												
Collect program data from reentry programs	X	X	X									
Collect lists of individuals served from reentry programs			X	X								
Conduct two focus groups in county					X	X						
Collect length of stay data from county					X	X						
Data Analysis												
Analysis of program data				X	X	X						
Analysis of focus group data							X	X				
Analysis of quantitative data on arrests, services etc								X	X	X		
Completion of preliminary recommendations									X	X		
Completion and submission of final report											X	X

Reports and dissemination:

USF FMHI will submit quarterly reports providing updates on the progress of the evaluation to the CJC electronically. A draft final report of the evaluation will be provided to the CJC and to the Reentry Task Force prior to finalizing the report. A final report of the evaluation will be completed by USF FMHI and submitted to the CJC electronically. An oral report will be provided to the Criminal Justice Commission and the Reentry Task Force.

Budget

Quarter 1 Activities	Payment at end of quarter
Meet with CJC	\$25,000
Provide evaluation plan	
Apply for IRB approval	
Collection of program information	
Begin program interviews	
1 st quarter progress report	
Quarter 2 Activities	
Finish program interviews	\$25,000
Begin collection of client specific data	
Conduct at least 1 focus group	
2 nd quarter progress report	
Quarter 3 Activities	
Complete focus groups	\$25,000
Complete collection of client-specific data	
Begin analysis of client-specific and FMHI data	
Analyze focus group data	
3 rd quarter progress report	
Quarter 4 Activities	
Complete all data analysis	\$25,000
Provide oral report of preliminary findings	
Provide draft written report	
Provide final report and presentation	



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-0281 Fleet Automobile Liability
Certificate of Coverage

Name Insured: University of South Florida

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: October 1, 2011

Expiration Date: July 1, 2012

A handwritten signature in black ink, appearing to read "J. B. Stewart".

CHIEF FINANCIAL OFFICER



CERTIFICATE OF LIABILITY PROTECTION

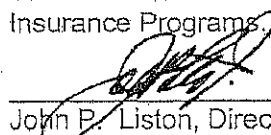
This certificate shall provide a summary of the liability protection of the Florida Board of Governors (FBOG) and/or the University of South Florida Board of Trustees (UBOT), as provided by law, for claims and actions which arise from the acts or omissions of health care faculty and other professional employees, residents and students of the University of South Florida Health Sciences Center.

The FBOG and/or UBOT as provided by law, is a State agency, and to the extent the State of Florida has partially waived its immunity to tort claims as described in Section §768.28, Florida Statutes, the FBOG and/or UBOT as provided by law, is protected for a claim or judgment by any one person in a sum not exceeding ONE HUNDRED THOUSAND (\$100,000) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding TWO HUNDRED THOUSAND (\$200,000), such protection being provided on an occurrence basis by the University of South Florida Health Sciences Center Self-Insurance Program (USF SIP).^{*} In the event the legislature awards an amount greater than \$200,000^{*} in the form of a claims bill or as otherwise set forth in §768.28, additional protection may be available. If available, this protection will be on a claims made basis and the specific terms of the coverage may vary depending upon the policy year in which the claim is reported. This protection will be available only in the event of affirmative action by the legislature.

Medical, nursing, public health, physical therapy, and pharmacy students participating in approved clinical activities are provided liability protection of \$100,000/\$200,000.^{*}

Professional liability action filed against the FBOG and/or UBOT as provided by law, pursuant to Section §768.28 F. S., are subject to §766.112(2), F. S., which provides that any judgment shall be on the basis of comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the FBOG and/or UBOT as provided by law, shall be pursuant to §768.28, F. S. Further, it is the opinion of the General Counsel of the USF that USF SIP is legally prohibited from adding as "insureds" or "protected entities" any individual or entity not described in §1004.24, or other statute specifically authorizing protection as indemnity or save-and-hold-harmless or similar agreements.

This certificate is issued for credentialing purposes only and is issued only as a matter of information and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies described herein. This certificate shall remain in effect until such time as it is modified in the future by the Self-Insurance Programs.


 John P. Liston, Director
 USF Health Sciences Center Self-Insurance Programs

^{*}For incidents occurring on or after October 1, 2011, the sovereign immunity limits of \$200,000/\$300,000 are applicable.

SELF-INSURANCE PROGRAM • USF HEALTH
 University of South Florida • 12901 Bruce B. Downs Boulevard MDC43 • Tampa, FL 33612-4799
 (813) 974-8008 • Fax (813) 974-8114 • USFSIP@health.usf.edu



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: CA-0281

Court Awarded Attorney Fees
Certificate of Coverage

Name Insured: University of South Florida

Court Awarded Attorney Fees provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Court Awarded Attorney Fees

Liability Unlimited each person
Unlimited each occurrence

Inception Date: July 1, 2011

Expiration Date: July 1, 2012

A handwritten signature in black ink, appearing to read "Jeff Stewart".

CHIEF FINANCIAL OFFICER

DFS-D0-862
(REV. 3/01)



STATE RISK MANAGEMENT TRUST FUND
COURT AWARDED ATTORNEY FEES
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided court awarded attorney fees. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

- I. **COVERAGE**
To pay on behalf of the named insured, court awarded attorney fees and costs as set forth in Chapter 284, Part II, Florida Statutes, in other proceedings against the State, in which the State is not a prevailing party.
- II. **SETTLEMENT**
The Department of Financial Services has the right to participate in the defense of any suit or appeal with respect to the payment of attorney fees.
- III. **DEFINITIONS**
- A. **Named Insured:** The department or agency named herein.
- B. **Attorney's fees and Costs:** The reasonable and necessary attorney fees and costs incurred for all preparation, motions, hearings, trials, and appeals in a proceeding.
- C. **Prevailing Party:** A party prevails when a final judgment or order has been entered in favor of the party, or partially in favor of the party, and such judgment or order has not been reversed on appeal or the time for seeking judicial review of the order has expired.
- D. **Other Proceedings against the State:** All action against the State not related to the specific coverage accounts specified in Section 284.30 and 284.31, Florida Statutes.
- IV. **EXCLUSIONS**
This certificate does not apply to:
- (a) any attorney fees awarded by an Administrative Law Judge as a result of an administrative hearing or proceeding under Chapter 120, Florida Statutes
- (b) no award of attorney fees shall be made in any case in which the State is a nominal party
- (c) no attorney fees shall be paid if application for attorney fees has not been made in accordance with s.284.30, Florida Statutes
- (d) no attorney fees shall be paid in those instances where the action is part of a regulatory process and a separate Fund has been established to provide for the payment of court awarded fees and costs to a prevailing party
- (e) no award of attorney fees and costs will be paid due to inverse condemnation or eminent domain actions
- (f) no award of attorney fees and costs relating to 42 USC 1983 Federal Civil Rights actions for injunctive and declaratory relief shall be paid
- (g) no award of attorney fees and costs shall be paid due to actions arising from Employment Discrimination proceedings.
- (h) No award of attorney fees and costs shall be paid if it is determined that the Insured's action that precipitated the legal action was a gross abuse of the insured's discretion or was done for an improper purpose. "Improper purpose" means participation in a proceeding primarily to harass or to cause unnecessary delay or for frivolous purpose or to needlessly increase the cost of litigation, licensing, or securing the approval of an activity.
- (i) No award of attorney fees and costs shall be paid if such attorney fees and costs are awarded under Section 57.105, Florida Statutes.
- V. **CONDITIONS**
- A. A party to a suit in any court, entitled to have attorney fees paid by the State must serve a copy of the pleadings claiming the fees on the Department of Financial Services in accordance with s.284.30, Florida Statutes.
- B. The Division of Risk Management shall assess the State agencies' premiums in accordance with the provisions as set forth in Chapter 284, Part II, Florida Statutes.
- C. **Audit**
The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.
- D. **Insured's Duties in the Event of Claim**
- (1) **Terms of Coverage**
This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.
- (2) **Cancellation**
Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.
- (3) **Action against the Fund**
No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.
- (4) a. **Assistance and Cooperation of the Insured**
The Insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, make available all agency records pertaining to a specific claim, and shall attend hearings and trials. The Insured shall not, except at his own cost, voluntarily make any payment, covered by this certificate.
- b. **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by the Insured. Failure by the Insured to advise the Fund of a claim or suit prior to a



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

settlement agreement or the Insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

If actions by the Insured prevent or cause prejudice to defenses available to the Division, coverage shall be voided for that claim.

(5) **Limits of Liability**

The Fund's monetary limits of liability for this coverage shall be the same monetary limits as stated in Section 768.28, Florida Statutes.

E. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: FC-0281 Federal Civil Rights Liability and Employment
Discrimination

Certificate of Coverage

Name Insured: University of South Florida

Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II,
Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:

Liability: Unlimited each person
 Unlimited each occurrence

Inception Date: July 1, 2011

Expiration Date: July 1, 2012

A handwritten signature in black ink, appearing to read "Jeff Stivala".

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
 FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION COVERAGE
 CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided federal civil rights liability and employment discrimination coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

A. Federal Civil Rights Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from federal civil rights actions filed under 42 USC 1983, and other similar federal statutes. The coverage includes payment of claims and awards for plaintiff attorney fees where so provided by the above federal statutes.

B. Employment Discrimination Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from employment discrimination actions filed under 42 USC 2000e, Title VII of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 (handicap discrimination), the Age Discrimination in Employment Act of 1967, the Vietnam Era Veteran's Readjustment Act of 1974, and other similar employment discrimination acts and statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverages as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida and federal laws.
- (b) defend any suit against an insured filed under the statutes and acts stated in coverages A and B, except the named insured is responsible for defending or directing the defense of injunctive or prospective relief issues;
- (c) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (d) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon.

III. DEFINITIONS

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.

(c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

(d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (b) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (c) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (d) to punitive damages;
- (e) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (f) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (g) to liability related in any way with nuclear energy;
- (h) to liability assumed by the insured under any contract or agreement;
- (i) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (j) to awards for injunctive or prospective relief rendered against an insured by any federal or state court, agency or commission except plaintiff's attorney fee awards. In such actions are covered by the Fund. The Fund will not pay any costs associated with implementing or monitoring a declaratory, injunctive or prospective relief award.
- (k) to awards to employees or retirees of the named insured for backpay or other benefits, except backpay and other benefits awarded for the period prior to and up to the date of final judgment and paid by the named insured are reimbursable from the Fund to the named insured through journal transfer.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred

by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties In the Event of Occurrence, Claim or Suit

(1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The Term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Insurance

If there is a valid and collectible policy of insurance applicable to any claim, the coverage extended by this certificate shall not apply.

(7) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statute or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



Change Project Scope GAN



All Active



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Change Requested

GRANT ADJUSTMENT NOTICE

Approved

Denied

Draft

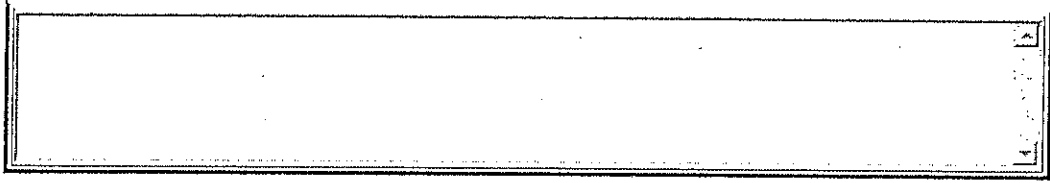
Create Grant Adjustment

Help/Frequently Asked Questions

Grantee Information			
Grantee Name:	Palm Beach County	Project Period:	10/01/2009 - 09/30/2013
Grantee Address:	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	Program Office:	BJA
Grantee DUNS Number:	07-847-0481	Grant Manager:	Stefanie Harris
Grantee EIN:	59-6000789	Application Number(s):	2010-H8260-FL-DJ
Vendor #:	596000789	Award Number:	2010-DJ-BX-0168
Project Title:	Palm Beach County Criminal Justice Initiatives Project	Award Amount:	\$287,336.00
GAN Number:	006	Date:	12/10/2011

Change Project Scope	
*Scope Change Types	
<input checked="" type="checkbox"/> Altering programmatic activities	<input type="checkbox"/> Altering the purpose of the project
<input type="checkbox"/> Changing the project site	<input type="checkbox"/> Change in organization with primary responsibility for implementation of grant
<input type="checkbox"/> Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities that are central to the purpose of the award	<input type="checkbox"/> Other (Please enter type of scope change below) <input type="text"/>
*Required Justification for Change Project Scope:	
This request is to discontinue the services of the reentry coordinator contained in the current scope. The project team requests to use the funds from the reentry coordinator position to use for an evaluation of reentry services in Palm Beach	
Attachments:	
Filename:	User: Timestamp: Action:
USF signed privacy certificate.pdf	jcidgonz 12/05/2011 4:57 PM Delete Attachment
IRB determination from USF on Reentry Evaluation.pdf	jcidgonz 12/05/2011 4:57 PM Delete Attachment
agreement final for USF FHMI 11_2011.pdf	jcidgonz 12/05/2011 5:02 PM Delete Attachment
2010-DJ-BX-0168 and 2011-DJ-BX-2709_Protection of Human Subjects Approval 12511.pdf	harriss 12/05/2011 5:07 PM Delete Attachment
Actions:	
<input type="button" value="Close"/>	
<input type="button" value="Printer Friendly Version"/>	
Audit Trail:	
Description:	Role: User: Timestamp: Note:
Approved-Final	PO - GAN 1st Line Supervisor locicero 12/10/2011 11:07 AM View Note
Submitted	PO - Grant Manager jcidgonz 12/05/2011 5:04 PM View Note
Draft	EXTERNAL - External User jcidgonz 12/05/2011 4:59 PM View Note

Attachment 2





Program Office Approvals GAN



All Active

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Change Requested



GRANT ADJUSTMENT NOTICE

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Grantee Information			
Grantee Name:	County of Palm Beach	Project Period:	10/01/2010 - 09/30/2014
Grantee Address:	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	Program Office:	BJA
Grantee DUNS Number:	07-847-0481	Grant Manager:	Stefanie Harris
Grantee EIN:	59-6000789	Application Number(s):	2011-H5837-FL-DJ
Vendor #:	596000789	Award Number:	2011-DJ-BX-2709
Project Title:	FY 2011 Justice Assistance Grant Program	Award Amount:	\$228,558.00

Program Office Approvals				
*Approval Types				
<input type="checkbox"/> Changes in Consultant rates (in excess of \$450/day)	<input type="checkbox"/> Publication Plan Submissions			
<input type="checkbox"/> Purchase of Automatic Data Processing (ADP) Equipment and Software	<input type="checkbox"/> Funding for Criminal Justice Information and Communication Systems			
<input type="checkbox"/> Foreign Travel Costs	<input checked="" type="checkbox"/> Other (Please enter type of Program Office Approval below) <input type="text" value="Project adjustments"/>			
*Required Justification for Program Office Approvals:				
This request is to make adjustments to the budget project providing for travel funds, lowering the fringe benefits amount for 2 positions, adjusting the personnel amount and adjusting the contractual amount. Please see attached documents.				
Attachments:				
Filename:	User:	Timestamp:	Action:	
USF signed privacy certificate.pdf	jcidgonz	11/29/2011 4:36 PM	Delete Attachment	
2011 DJ BX 2709 GAN Budget Worksheet 11 7 11.pdf	jcidgonz	11/29/2011 4:37 PM	Delete Attachment	
PBC Project Abstract Revised 2011-DJ-BX-2709.pdf	jcidgonz	11/29/2011 4:38 PM	Delete Attachment	
PBC Project Budget Narrative Revised 2011-DJ-BX-2709.pdf	jcidgonz	11/29/2011 4:38 PM	Delete Attachment	
PBC Project Narrative Revised 2011-DJ-BX-2709.pdf	jcidgonz	11/29/2011 4:38 PM	Delete Attachment	
2010-DJ-BX-0168 and 2011-DJ-BX-2709 Protection of Human Subjects Approval 12511.pdf	harriss	12/05/2011 4:31 PM	Delete Attachment	
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Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - GAN 1st Line Supervisor	locicero	12/10/2011 11:07 AM	View Note

Attachment 2

Submitted	PO - Grant Manager	jcldgonz	11/29/2011 4:40 PM	View Note