

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 2, 2013

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Approve the** Agreement with the Florida State University Board of Trustees (FSU) to conduct an evaluation of the federally grant-funded Palm Beach County Family Drug Court Program in an amount not to exceed \$15,000 for the period April 2, 2013 through August 31, 2013.

Summary: The Palm Beach County Family Drug Court program is funded by a federal grant, through the Office of Justice Programs. It has been operational since 2009 and an evaluation of the program is needed to assess the effectiveness and to assist in future program development. The essential issues to be addressed in the evaluation is the program criteria and whether the program participants discontinued their substance abuse and if they were ultimately reunified with their families. The last deliverable, a final report, will consist of an executive summary, description of the evaluation goals and objectives, description of the research methodology, presentation of main findings, lessons learned, recommendations, and appendices. The final report will be presented to a Family Drug Court Advisory Board for review, discussion and future program directives. The results of the evaluation may assist staff in applying for future grant funding. The Division of Justice Services advertised for a request for services to perform the evaluation and received two proposals, one from the University of Florida and one from FSU. A selection committee reviewed both proposals, scored FSU satisfactory, and is recommending the award on this contract. This agreement is 100% funded by the Family Drug Court federal grant.
Countywide (PGE)

Background and Justification: The Palm Beach County Family Drug Court is an intervention model which emphasizes a holistic focus on strengthening families by offering extensive and comprehensive wraparound services to the substance abusing parent, affected children, as well as relatives and partners that are individualized to the needs of each family member. Cohesive linkages among stakeholders in the child welfare, substance abuse treatment, and judicial systems assure that effective communication occurs through family drug court team collaboration, with representatives from all involved systems claiming team membership and providing accountability. In Palm Beach County, the Family Drug Court has been sponsored largely by the Judiciary. Circuit Fifteen Juvenile Judge Kathleen Kroll presides over the Family Drug Court each Wednesday afternoon.

Attachment:

- 1) Interlocal Agreement with Florida State University

Recommended by: _____

Department Director

3/6/13
Date

Approved By: _____

Assistant County Administrator

3/6/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures					
Operating Costs	\$15,000				
External Revenues	(15,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$0				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 1437 Department 662 Unit 5242 Object var
Rev No: Fund 1437 Department 662 Unit 5242 Rev. Source 3129

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

Grant: Family Drug Court Program Grant
Fund: 1437 Family Drug Court Grant
Unit: 5242 Family Drug Court

Departmental Fiscal Review: Stephanie Lepore

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 3/13/2013 OFMB 3/12/13 2/11</p>	<p><u><i>[Signature]</i></u> 3/18/13 Contract Administration 3-18-13 B Wheeler</p>
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B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

This Agreement (hereinafter "Agreement" or "contract") is made as of the _____ day of _____, 2013, 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 Florida State University Board of Trustees, hereinafter referred to as "UNIVERSITY" or "Evaluator".

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

ARTICLE 1 - SERVICES

The UNIVERSITY'S responsibility under this Agreement is to provide a process and outcome evaluation of the federally grant funded Family Drug Court program as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Agreement shall be Court Services Manager, Jenise Link, telephone number (561) 688-4623.

The UNIVERSITY'S technical representative/liaison during the performance of this Agreement shall be College of Criminology and Criminal Justice, Center for Criminology and Public Policy Research Dean, Thomas G. Blomberg, telephone number (850) 644-7365. The UNIVERSITY'S administrative/liaison during the performance of this Agreement shall be Greg K. Thompson and Marcy Friedle, Sponsored Research Services (850) 644-5260.

ARTICLE 2 - SCHEDULE

The UNIVERSITY shall commence services on April 2, 2013 and complete all services by August 31, 2013. The parties agree that the UNIVERSITY will be entitled to payment for services rendered on the beginning date as evidenced by the invoice for services submitted, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO UNIVERSITY

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of FIFTEEN THOUSAND Dollars (\$15,000). The UNIVERSITY shall notify the COUNTY's representative in writing when

90% of the "not to exceed amount" has been reached. The UNIVERSITY will bill the COUNTY on a fixed priced basis at the completion of the project at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

- B. "Out-of-pocket" expenses will not be reimbursed under this Agreement.
- C. Final Invoice: Under the terms of this Agreement only one final invoice will be submitted and processed at the close of the project period. Invoices received from the UNIVERSITY pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. In order for both parties herein to close their books and records, the UNIVERSITY will clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the UNIVERSITY. The final invoice will be prepared and mailed by the UNIVERSITY no more than 30 days after the Agreement end date. The final invoice is Invoices can be sent to:

Jenise Link, Manager Court Services
Palm Beach County Pretrial Services
205 North Dixie Highway, Room 2.2400
West Palm Beach, FL 33401

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the UNIVERSITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the UNIVERSITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside UNIVERSITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the UNIVERSITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform

in accordance with the terms of this Contract through no fault of the UNIVERSITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Contract, the UNIVERSITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the UNIVERSITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The UNIVERSITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the UNIVERSITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the UNIVERSITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The UNIVERSITY will perform work on a reasonable best efforts basis and all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the UNIVERSITY'S personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

Subcontracting is prohibited under this Agreement.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes.

The UNIVERSITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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, UNIVERSITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve University of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

To the limits allowed by Florida law, the UNIVERSITY 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 their performance of the terms of this Agreement or due to the acts or omissions of UNIVERSITY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the UNIVERSITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the UNIVERSITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the UNIVERSITY.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or UNIVERSITY.

ARTICLE 14 - CONFLICT OF INTEREST

To the best of our knowledge the UNIVERSITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the UNIVERSITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UNIVERSITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association,

interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the UNIVERSITY under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The UNIVERSITY 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 the UNIVERSITY 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 the UNIVERSITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNIVERSITY'S failure to perform was without fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The UNIVERSITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNIVERSITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the UNIVERSITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UNIVERSITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the UNIVERSITY'S sole direction, supervision, and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The UNIVERSITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The UNIVERSITY warrants to the best of its knowledge that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the UNIVERSITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

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

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 limited to the power to review past, present and proposed County Agreements, 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 Agreement 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.

ARTICLE 21 - NONDISCRIMINATION

The UNIVERSITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, 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).

ARTICLE 25 - 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, if the UNIVERSITY agrees to the change(s) 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.

If the COUNTY so instructs in writing, the UNIVERSITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Ms. Nicole Bishop, Director Justice and Victim Services
205 North Dixie Highway, Room 5.1000
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. - 6TH Floor
West Palm Beach, Florida 33401

If sent to the UNIVERSITY, notices shall be addressed to:

Program/Technical:
Mr. Thomas G. Blomberg, Dean & Sheldon L. Messinger Professor of Criminology
Florida State University
College of Criminology and Criminal Justice
634 West Call Street
Tallahassee, Florida 32306-1127

Administrative/Contractual:
The Florida State University, Sponsored Research Services
Marcy Friedle, Grant Compliance Analyst
874 Traditions Way, Third Floor
Tallahassee, FL 32306-4166

ARTICLE 27 - ENTIRETY OF INTERLOCAL AGREEMENT

The COUNTY and the UNIVERSITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If UNIVERSITY'S employees are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the UNIVERSITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The UNIVERSITY acknowledges and agrees that all employees who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the UNIVERSITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - 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. 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.

The remainder of this page was left blank intentionally.

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER
COMMISSIONERS:

PALM BEACH COUNTY
BOARD OF COUNTY

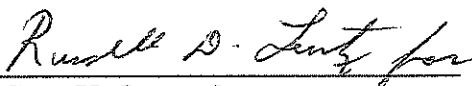
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES:

By: _____
County Attorney


Gary K. Ostrander
Vice President for Research

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

EXHIBIT "A"

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND FLORIDA STATE UNIVERSITY**

**SCOPE OF WORK PERTAINING TO THE
EVALUATION OF THE PALM BEACH COUNTY FAMILY DRUG COURT
PROGRAM**

Background

The 15th Circuit Palm Beach County Family Drug Court Program is a voluntary court program designed to help substance abusing parents work towards a goal of reunification. To reach that goal, the Family Drug Court Program helps parents recover from substance abuse by referring them to a substance abuse treatment program and monitoring their progress. The program also helps make sure that parents stay in contact with their children and plan for their future. Parents submit to frequent drug testing, appear at regularly-scheduled court status hearings, and comply with other court conditions geared to accountability, rehabilitation, long-term sobriety, and cessation of criminal activity. To reunify families, this program requires that parents complete substance abuse treatment as well as other requirements set forth by the Court.

In order to enter Family Drug Court: (1) participants must be Palm Beach County residents who are the parent(s) of children with new dependency petitions where substance abuse is identified as an issue for parent(s); (2) the case jurisdiction is in Palm Beach County; (3) the primary goal for the family must be reunification; (4) the parent(s) must admit to the abuse/neglect allegation(s).

Disqualifiers include: Parents who are alleged to be sexual perpetrators, who are incompetent, suffer from an un-stabilized mental disorder, are on a pain management protocol (including methadone maintenance), have an advanced terminal illness, or have a long history of violent offenses, prior TPR's, or a pending felony.

The Grant-funded program began in September 2009 and will continue until September 30, 2013 under the current funding program.

In August 2012, the Palm Beach County Department of Public Safety, Justice Services Division, through a formal Request for Services process, sought interested not-for-profit agencies or universities to provide an evaluation of a federally grant funded family drug court program. The evaluation request is for services in preparing the program's process and outcome evaluations and technical assistance in preparing the program's annual report for a six (6) month contracted project period.

Role of the Evaluator (University)

The Evaluator is responsible for developing reliable and valid methodologies to study the effectiveness of the Family Drug Court. It is necessary for all drug courts to regularly evaluate their effectiveness. This is done through primarily two evaluations: process and outcome. The evaluator is an essential component of the Family Drug Court Program, though this is not a position/FTE employed by the program; the evaluator will be a partner from an educational institution. The evaluator, while generally considered a part of the Family Drug Court team, does not participate in Family Drug Court team reviews as it compromises the objectivity of the evaluator and the integrity of the evaluation process.

The Evaluator will spend a minimum of 12 working days in Palm Beach County during the six month project. In addition to a significant physical presence in Palm Beach County, the research staff will be able to communicate readily with appropriate individuals in Palm Beach County through phone calls, conference calls, and e-mail,

The following evaluation plan is based upon recommendations made by the Juvenile Justice Evaluation Center and supported by the Office of Juvenile Justice and Delinquency Prevention.

The essential issue to be addressed in the process evaluation component of this project is to determine the relationship between the services the Family Drug Court Program intended to provide to its clientele, along with how those services were to be administered, and the actual services that clients received and whether they were administered as intended. Additionally, the process evaluation is designed to provide the identification and understanding of any reasons why the delivery of services have been more successful or less successful.

Key Process Outcome Evaluation Questions to be answered during the evaluation:

1. Did the program deliver the activities specified in the grant?
2. Who was served in the grant and do the characteristics of these individuals match the target population?
3. What policies and procedures were developed to implement the grant?
4. What types of intervention/services/activities were provided?
5. What steps were taken to engage stakeholders, conduct planning, encourage collaboration?
6. What milestones were accomplished in the grant?
7. What resources, policies or procedures changed or were developed as a result of the program?
8. How satisfied were participants with program activities?
9. What changes in motivation, knowledge, attitudes, skills, feelings, cognitions, behaviors and relationships occurred among participants?
10. What benefits accrued for the community as a result of the program?

EXHIBIT "A" Continued

11. What training programs were provided to staff and how were they evaluated by participants?
12. Do stakeholders believe the program was beneficial? If so, in what way?
13. What suggestions do stakeholders have to improve or strengthen the program?
14. How will the program sustain services after the grant?

Data Analysis Methods for the Process Evaluation

The analysis of the data for the Family Drug Court Program process evaluation will include both qualitative and quantitative analysis based on the nature and form of the information collected to address each of the research questions.

Key Performance Measures for Outcome Evaluation:

1. Days/average time from referral for substance abuse assessment to completion of assessment Days/average time from assessment to starting treatment
2. Clients completed meetings
3. Participants that have successfully remained in treatment beyond 90 days
4. Participants that have completed treatment and report improvements in desired change
5. Participants that are being re-assessed for continued services
6. Participants that have re-offended
7. Participants that have had a new CPS referral
8. Participants that have a new CPS case
9. Reunifications out of the total participants
10. Terminations from the program due to non-compliance with recommended treatment and FDC Requirements
11. Children that have had service referrals based on assessed needs

Questions to be Answered for the Outcome Evaluation:

1. What are the characteristics of the clients served by the Family Drug Court Program and how consistent are they with the target population articulated in the grant?
2. What are the outcomes of the cohort of clients who have entered the Family Drug Court Program since its inception in September 2009 in terms of program completion rates, arrest rates, and judicial contacts?
3. What is the level of satisfaction of the program participants with the activities they engaged in and the services that were afforded them from their initial entry to completion?

EXHIBIT "A" Continued

4. What changes occurred in the program participants in terms of their motivation to change, attitudes, skills, behaviors, and relationships with their significant others and children?
5. To what extent has the community at large benefited from the Family Drug Court Program?
6. What is the level of benefit of the Family Drug Court Program from the perspective of stakeholders and in what way do they perceive the programs as more or less valuable to the participants and community?

Timeframe and Reporting Requirements:

The evaluation consultant(s) is expected to produce the following deliverables:

1. Work plan for evaluation activities and data collection instruments, May 28, 2013
2. First draft due July 25, 2013
3. Final draft due August 10, 2013
4. Final report due August 31, 2013

The draft report shall include the following sections:

1. Description of evaluation goals and objectives;
2. Description of research methodology including data collection strategy, possible limitations and data analysis process;
3. Presentation of the main findings and conclusions of the assessment;
4. Lessons learned;
5. Redesign recommendation for the Palm Beach County Family Drug Court Program

The final report shall include the following sections:

1. Executive Summary
2. Description of evaluation goals and objectives;
3. Description of research methodology including data collection strategy, possible limitations and data analysis process;
4. Presentation of the main findings and conclusions of the assessment;
5. Lessons learned;
6. Redesign recommendation for the Palm Beach County Family Drug Court Program
7. Appendices, including all data collection instruments, list of interviewees, etc.

The draft and final report will be submitted in a Microsoft Word format and should not exceed 40 pages.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by UNIVERSITY as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Completion Time: May 31, 2013

Deliverables Required: Evaluation methodology and work plan for evaluation activities and data collection instruments. (Items #1-3 on Florida State University proposal timeline, Exhibit C.)

PHASE 2

Completion Time: July 31, 2013

Deliverable(s) Required: Finalize and analyze the compilation of data from interviews, focus groups and automated data sources. (Items #4-7 on Florida State University proposal timeline, Exhibit C.)

PHASE 3

Completion Time: August 31, 2013

Deliverables Required: Approved final report of evaluation with appendices, including all data collection instruments, list of interviewees, etc. (Items #8-10 on Florida State University proposal timeline, Exhibit C.)

Compensation

This project consists of three phases, each phase consisting of 33% of the project. The University understands and agrees that the contract price of \$15,000.00 will not be paid until all three phases are completed. The total compensation for the project is \$15,000.00 due at completion.

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

Exhibit "C"

Timeline

Project Timeline and Research Calendar: April 2, 2013 to August 31, 2013

Tasks	April	May	June	July	August
1. Travel to PBC to meet with the PBC Family Drug Court Program (FDCP) team to discuss the project, identify documents to be reviewed and data sources, and determine individuals to interview and be involved in focus groups.	X				
2. Develop interview instruments, questions for focus groups, and develop the strategy and protocol for the collection of information from FDCP documents relating to policies and practices.	X				
3. Travel to PBC to collect information from policy and procedure documents, conduct interviews and focus groups, and review the automated data sources.		X			
4. Compile data from interviews and focus groups completed in February and develop a data request based on the review of the automated data source		X	X		
5. Travel to PBC to collect any final information from policy and procedure documents, conduct final interviews and focus groups, and request any additional data from the automated data.			X		
6. Finalize the compilation of data from interviews, focus groups, and automated data sources.				X	
7. Analyze the data for statistical purposes.				X	
8. Write the final report.					X
9. Present a draft of the final report to the PBC Justice Services Division and make any necessary changes to the report.					X
10. Submit the final report					X

Note: FSU obtained Institutional Review Board approval to conduct this research through the FSU Human Subjects Committee in January 2013.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-0122

General Liability
Certificate of Coverage

Name Insured: Florida State University

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

Coverage Limits:

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

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: AL-0122

Fleet Automobile Liability
Certificate of Coverage

Name Insured: Florida State University

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: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER

DFS-D0-864
(REV. 11/05)



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0122 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Florida State University

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: FC-0122

Federal Civil Rights Liability and
Employment Discrimination
Certificate of Coverage

Name Insured: Florida State University

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, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER