

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>10,190</u>	_____	_____	_____	_____
External Revenues	< <u>10,190</u> >	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No ___

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

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

C. Departmental Fiscal Review: *ms 8/17/11*

III. REVIEW COMMENTS

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

[Signature]

 OFMB
8/17/11

[Signature]

 Contract Dev. and Control
8-22-11 B. Wheeler

B. Legal Sufficiency:

[Signature]

 Assistant County Attorney

This amendment complies with our review requirements.
This Amendment is retroactive.

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE UNIVERSITY
OF SOUTH FLORIDA, TAMPA , FLORIDA**

THIS FIRST Amendment to the agreement (R2010-0274) of February 23, 2010 is made this first day of July, 2011 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 UNIVERSITY will provide technical assistance for the Palm Beach County Justice, Mental Health Collaboration Project during the 2010 fiscal year; and

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

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

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

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

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

trained to other criminal justice professionals.

WHEREAS, the COUNTY will reimburse the UNIVERSITY for additional expenses up to the amount of \$10,190 from July 1, 2010 through September 30, 2012 for the Justice and Mental Health Collaboration Program (JMHCP) set forth in Exhibit A; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until September 30, 2012.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until September 30, 2012;
2. The Term of the Interlocal Agreement is amended to provide that the COUNTY will reimburse the UNIVERSITY for expenses up to the amount of \$27,190 for the Justice and Mental Health Collaboration Program (JMHCP) set forth in Exhibit A;
3. The COUNTY'S representative/contract monitor during the term of this Interlocal Agreement shall be Michael L. Rodriguez, or his designee, whose telephone number is (561) 355-4943.
4. Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.
5. All other provisions of said Interlocal Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

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

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

(SEAL)

WITNESS:

UNIVERSITY OF SOUTH FLORIDA

Rebecca Puig

Rebecca Puig
Name and Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Henry W. LaFollette
HENRY W. LAFOLLETTE
ATTORNEY AT LAW

Rebecca Puig, M.S.
Director, Division of 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

Scope of Work pertaining to the First Amendment to the Interlocal Agreement between the University of South Florida, Florida Mental Health Institute and the Criminal Justice Commission of Palm Beach County

(Original scope of work date of execution: Feb. 23, 2010)

Effective date: Contract Execution Date End date: September 30, 2012

Total payment: \$27,190

SCOPE OF WORK

The Criminal Justice Mental Health Substance Abuse Technical Assistance Center, Florida Mental Health Institute of the University of South Florida (CJMHS-A-TAC, FMHI, USF) will provide services for technical assistance in the Palm Beach County Justice, Mental Health Collaboration Project. Specifically, the scope of work for the technical assistance is needed to provide the Palm Beach County Justice, Mental Health Collaboration Project analysis its case management records for dually diagnosed repeat offenders in the Recidivist Recovery Court program. Assistance will also be provided to Palm Beach County for an evaluation of the Crisis Intervention Team training programs fidelity to the original Memphis model.

Background: The Palm Beach County Criminal Justice Commission in partnership with the Jerome Golden Center for Behavioral Health, Inc. through the use of grant funds from the Justice and Mental Health Collaboration Program (JMHC) of the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is working to begin implementing two key elements of its preliminary strategic plan to address criminal justice, mental health and substance abuse. The overarching goal of this project is to address two specific gaps identified in Palm Beach County's strategic plan – the need for intensive transitional case management for the period of 30-90 days following jail release or diversion, and an evaluation of traditional Crisis Intervention Team (CIT) training to address the effectiveness of implementation strategies and expand the individuals trained to other criminal justice professionals. The CJMHS-A-TAC, FMHI, USF will provide technical assistance to the project.

Purpose: This project's primary purpose in the area of intensive case management is to reduce recidivism of the mentally ill in the criminal justice system, particularly that of dually diagnosed females. The target populations for transition case management are those persons who can be characterized as dually diagnosed recidivists. (Who are not currently enrolled in the FACT team, engaged in treatment at the Oakwood Center of the Palm Beaches or engaged in treatment at the South County Mental Health Center). These persons are often treatment resistant, have little in the way of support and place the highest demands upon the criminal justice system. It is the intent to target and serve sixty (60) persons per year during the two-year course of the project. To be eligible for this portion of the project participants will be non-violent and may be either gender, but preference will be given to females; have at least two prior arrests in the previous ten years; and be a mentally ill offender who has a co-diagnosis of some form of substance abuse.

The CIT program will be evaluated to assess the fidelity of Palm Beach County's CIT training to the original model, not only in the training provided but in its implementation, and develop an action plan with improvements to be achieved over a three year period.

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

Tasks:	Deliverables:
1. Conduct quality assurance reviews of intensive case management data collection.	1. Provide feedback via phone conference on initial data being collected to ensure that the proper information is being captured.
2. Analyze data provided by county for its intensive case management project.	2. Conduct quarterly reviews of data provided by county. Reviews will be completed within ten (10) business days from the receipt of data. <ul style="list-style-type: none"> a. Provide quarterly descriptive analysis reports of client data provided by county. <ul style="list-style-type: none"> Due Dates: <ul style="list-style-type: none"> ▪ August 5, 2011 ▪ November 15, 2011 ▪ March 15, 2012 ▪ July 15, 2012

-
- | | |
|---|---|
| <p>3. Provide one final report that includes a pre- and post- program analysis.</p> <ul style="list-style-type: none">a. Analysis will be completed within sixty (60) business days from the receipt of data. | <p>3. Provide final descriptive analysis report of client data provided by county.</p> <p>Due Date:</p> <ul style="list-style-type: none">▪ August 30, 2012 |
| <p>4. Participate, either via phone conference or in person, in meetings with project client selection committee and provide recommendations.</p> | <p>4. Conduct site visits as needed</p> |
| <p>5. Assess the fidelity of the county's CIT program.</p> | <p>5. Provide one report of findings that includes fidelity to Memphis model and recommendations to the Council.</p> <p>Due Date: February 28, 2012</p> |
-

General Terms: Contractual services will be reimbursed for services as outlined in this agreement not to exceed \$10,190. Payments will be made upon receipt of invoice with description of services rendered and time period for completed services. Payment is subject to the delivery of a satisfactory report as determined by the project authority.