

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ RevSc _____

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

Fund:
 Unit:
 Grant:

The fiscal impact is indeterminable. The fee for each exam the County conducts is \$400. No forensic exams have been conducted by the County from this facility over the last two years.

Departmental Fiscal Review: _____ *[Signature]* 10/4/16

III. REVIEW COMMENTS

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

_____ *[Signature]*
 OFMB 8/10/28 10/31/14

_____ *[Signature]* 11/14/16
 Contract Administration
 11/14/16

B. Legal Sufficiency:

_____ *[Signature]* 11/15/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT
BETWEEN
SEQUEL TSI OF FLORIDA, LLC
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is entered into on _____, by and between Sequel TSI of Florida, LLC, a limited liability company, d/b/a Palm Beach Youth Academy ("SYFS"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), which are the Parties hereto.

WITNESSETH

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable SYFS and the County to collaborate as partners to provide advocacy services and forensic examinations for incarcerated juvenile victims of sexual assault.

NOW THEREFORE, subject to controlling law, rules, regulations and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on the date on which it is approved by the Board of County Commissioners, Palm Beach County, and shall end at midnight three (3) years from the date of approval.

This Agreement may be renewed for an additional three (3) year period, after the initial Agreement term, upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at each party's sole discretion. The County, if it desires to exercise a renewal option, will provide written notice to SYFS no later than thirty (30) days prior to the Agreement expiration date. The renewal term shall be considered separate and shall require the execution of a renewal amendment that shall be signed by both parties.

II. SCOPE OF AGREEMENT

The County and SYFS agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Overview

The County and SYFS agree to provide services to incarcerated juvenile victims of sexual violence in Palm Beach County, in a manner that aligns with the Prison Rape Elimination Act (PREA) standards established by the U.S. Department of Justice, best practice standards in the field of sexual violence victim services, and commensurate with services available to sexual violence victims in the community at large.

B. Responsibilities of SYFS

1. Any time that an incident or allegation of sexual abuse is discovered or reported that requires the activation of this Agreement, SYFS will call the sexual assault helpline at 561-833-7273 (if requested by the inmate victim) to request a victim advocate and Sexual Assault Nurse

Examiner (SANE) respond to accompany the inmate during the sexual assault forensic exam and provide advocacy services;

2. Any time that an incident or allegation of sexual abuse is discovered or reported that does not require an immediate response, SYFS will ensure that the victim receives the appropriate contact information including the helpline number and mailing address for the Rape Crisis Center;
3. Approve and process payment in the amount of Four Hundred Dollars and no cents (\$400) for each forensic exam that is performed by County, and each time a SANE was activated but the exam was not conducted (i.e. victim changed his/her mind after SANE was dispatched, the timeframe to collect evidence is exceeded, etc.), within thirty (30) days of receipt of invoice from the County;
4. Provide orientation and training regarding facility operations to the County's staff working in the facility, as listed in Exhibit 1, with inmates as needed or appropriate;
5. Ensure that the crisis helpline phone number and mailing address are available to inmates and information is placed in prominent areas;
6. Provide for the transportation and security needs of inmates to travel to the nearest most appropriate medical facility for the forensic examination;
7. Provide for logistical needs of inmates have when attempting to make contact with the County;
8. Provide for the logistical and security needs of the County SANE and victim advocate when performing services under this Agreement;
9. Respect the nature of privileged communication between rape crisis center staff and clients and abide by all state and federal laws governing confidentiality; and
10. Communicate any questions or concerns to the County.

C. Responsibilities of the County (as resources allow)

1. Provide a 24/7 rape crisis helpline, staffed by certified victim advocates;
2. Provide a mailing address for inmate victims to send correspondence;
3. Provide a certified victim advocate to respond to requests for advocacy and accompaniment during sexual assault forensic exams and investigatory interviews;
4. Provide a Sexual Assault Nurse Examiner (SANE) to conduct forensic examinations for inmates age 14 and up, at the closest most appropriate medical facility to SYFS;
5. Invoice SYFS within 30 days of each instance where a forensic exam was performed, or a SANE was activated but the exam was not conducted (i.e. victim changed his / her mind after SANE was dispatched, the timeframe to collect evidence is exceeded, etc.);

6. Provide in-service training, as needed, to SYFS staff on topics such as the victim centered approach and clinical training to mental health professionals on working with sexual assault victims;
7. Provide follow-up services and crisis intervention to inmate victims of sexual assault;
8. Provide SYFS with the name of the advocate and SANE, if needed, responding to a forensic exam, investigatory interview or individual counseling/advocacy/follow-up session;
9. Maintain privileged communication with clients as required by state and federal law and the County's policies;
10. Terminate the helpline call or individual service session(s) if an inmate's need for services is not, or is no longer, primarily motivated by a desire to heal from sexual violence as reasonably determined by the County;
11. Provide inmates with referrals for treatment after release or upon transfer to another facility;
12. Provide inmates with information about the sexual assault reporting process, including the correctional institution's responsibility to investigate each report and to protect inmates and staff who report from retaliation; and
13. Communicate any questions or concerns to SYFS.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties except as described in Section II, B, 3 of this Agreement. In the event that other costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

A. County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

Nicole Bishop
 Palm Beach County Board of County Commissioners
 Director, Division of Victim Services
 205 North Dixie Highway
 West Palm Beach, FL 33401
 561-355-1723 (office)
 561- 723-4789 (cell)
 nbishop@pbcgov.org(e-mail)

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR SYFS

Katina Hill- Thompson, MSW, LCSW
Clinical Director /
Designated Mental Health Authority
9680 Weisman Way
West Palm Beach, FL, 33411
Telephone: 561-333-0664 Ext: 1109
Fax:
E-mail: Katina.Hill-Thompson@sequelyouthservices.com

FOR THE COUNTY

Carol Messam-Gordon
Program Coordinator

4210 North Australian Avenue
West Palm Beach, FL 33407
Telephone: (561) 625-2568
Fax: (561) 845-4424
E-mail: CMESSAMG@pbcgov.org

For all Legal Notices to County
Palm Beach County Attorney's Office
Attn: Public Safety-Victim Services
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-659-7974

V. **REVIEW AND MODIFICATION**

On an annual basis upon request of either Party, both Parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. If they mutually agree that the terms and conditions require update or revision, the Parties may renegotiate terms and conditions hereof which shall be documented in a written amendment to this Agreement executed by both parties. There is no obligation to agree to a renewal, new or revised terms and conditions, and both parties retain the right of termination as set forth in Section VI below.

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. **TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, with or without cause, upon no less than thirty (30) calendar days' notice.

In addition, this Agreement may be terminated with 24 hours notice by County for any failure of SYFS to comply with the terms of this Agreement or any applicable Florida law.

VII. **OTHER CONDITIONS**

A. Public Records Law

SYFS understands and acknowledges that Chapter 119 and Chapter 945.10, Florida Statutes are applicable to this Agreement and that all "records", as defined in Chapter 119, Florida Statutes, obtained in the performance of this Agreement are public records, and will be maintained by

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Attachment # 1

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County as public records in accordance with applicable state and federal law, even if obtained from SYFS, unless otherwise exempt and/or confidential under Florida law. County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law. SYFS shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) that relate to SYFS' performance of this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

B. Indemnification

SYFS 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 SYFS, its agents, employees or contractors.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County's Director of the Division of Victim Services who shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers and the Agreement Administrator. If the decision is not acceptable to SYFS, then SYFS may cancel the Agreement immediately.

E. Notices

All legal notices and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the addresses contained in Section IV above as the addresses to which legal Notices may be delivered, and delivery to the addresses designated therein shall constitute binding notice given to such Party.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Agreement to comply with HIPAA is evidenced by the execution of this Agreement.

G. Prison Rape Elimination Act (PREA)

The Parties will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115.

H. Insurance

1. The County is a political subdivision of the State as defined in Section 768.28, Florida Statutes, and the County shall furnish SYFS, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in Section 768.28, Florida Statutes.
2. SYFS shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. SYFS shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by SYFS are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SYFS under this Agreement.
3. Commercial General Liability. SYFS shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SYFS shall provide this coverage on a primary basis.
4. Business Automobile Liability. SYFS shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event SYFS doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SYFS to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SYFS shall provide this coverage on a primary basis.
5. Worker's Compensation Insurance & Employers Liability. SYFS shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SYFS shall provide this coverage on a primary basis.
6. Professional Liability. SYFS shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of SYFS' most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SYFS shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, SYFS shall purchase a SERP with a minimum reporting period not less than 3 years. SYFS shall provide this coverage on a primary basis.

7. Additional Insured. SYFSS shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SYFS shall provide the Additional Insured endorsements coverage on a primary basis.
8. Waiver of Subrogation. SYFS hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then SYFS shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should SYFS enter into such an agreement on a pre-loss basis.
9. Certificate(s) of Insurance. Prior to execution of this Agreement, SYFS shall deliver to the County's Agreement Administrator in Section IV, A, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.
10. Umbrella or Excess Liability. If necessary, SYFS may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
11. Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

I. Employee Status

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the parties.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

K. Cooperation with Inspector General

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.

O. Nondiscrimination

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

SYFS has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if SYFS does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

P. Appropriations

The County's performance and obligations under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose.

Q. Counterparts

The Parties may execute this Amendment in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

R. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

S. Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

R. Effective Date

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

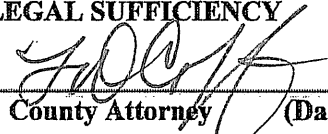
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
a political subdivision of the State of Florida

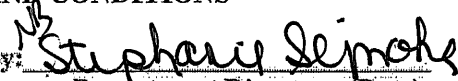
By: _____
Deputy Clerk (Date)

By: _____
Mary Lou Berger, Mayor (Date)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
County Attorney (Date)

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Department Director (Date)

**FOR SEQUEL TSI OF FLORIDA, LLC d/b/a
PALM BEACH YOUTH ACADEMY**

SIGNED BY: 

SIGNED BY:

NAME: C. Mike Smith

NAME:

TITLE: Regional Director
Sequel TSI of Florida, LLC.

TITLE:

DATE: 7-26-16

DATE:

**Exhibit 1
Locations**

- A. Sequel TSI of Florida, LLC.
Palm Beach Youth Academy
9680 Weisman Way
West Palm Beach, FL 33411