

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*see below				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

_____ _____

Budget Account Exp No:

Fund Dept Unit Obj

Rev No:

Fund Dept Unit Obj

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

* There is no fiscal impact associated with the approval of this agenda item.

Departmental Fiscal Review: *Unicee Serna* 2-7-17

AS

III. REVIEW COMMENTS

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

[Signature]

OFMB 2/21/17 2/21/17

[Signature] 2/23/17

Contract Development & Control

2/23/17 *(TR)*

B. Legal Sufficiency:

[Signature] 2-23-17

Assistant County Attorney

C. Other Department Review:

Department Director

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

COOPERATIVE AGREEMENT

This Cooperative Agreement (Agreement) is hereby entered into as of the _____ day of _____, 2017, 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 Bay Area Youth Services, Inc., d/b/a BAYS Florida, a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as AGENCY and whose Federal I.D. is 59-2184150.

WHEREAS, AGENCY is a not-for-profit organization providing services to residents of Palm Beach County; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Agreement is to provide behavioral therapy services to youth and their families throughout Palm Beach County, as part of the established Juvenile Diversion Alternative Program service plan (Service Plan).

The COUNTY'S representative/liaison during the performance of this Agreement shall be Dr. Tony Spaniol, Residential Treatment & Family Counseling Director (telephone no. 561-625-2540).

The AGENCY'S representative/liaison during the performance of this Agreement shall be Charmaine Bens, Supervisor of Circuits 15, 17 and 19 (telephone no. 561-345-0512).

II. TERM

A. The term of this Agreement shall commence upon execution by both parties and continue for a period of two (2) years.

B. This Agreement will automatically renew for one additional two (2) year period, unless either party notifies the other in accordance with Section V. herein.

III. DESCRIPTION OF SERVICES

A. AGENCY agrees:

- 1) To develop individualized service plans in collaboration with youth and their families to address social and criminogenic needs.
- 2) Identify and make referrals to appropriate community agencies to address these needs.
- 3) To refer youth in need to COUNTY, utilizing COUNTY'S referral form.

- 4) To communicate with COUNTY to ensure that youth are complying with service recommendations and to monitor success toward completion of the Service Plan (with release of confidential information form signed by parent/guardian).
- 5) To share pertinent information with community agencies that will benefit youth and their families and enhance service delivery (with release of confidential information form signed by parent/guardian).
- 6) To maintain communication with COUNTY staff regarding case status.
- 7) To provide data reports to COUNTY, as may be requested and acceptable to COUNTY.

B. COUNTY agrees:

- 1) To accept eligible referrals from and coordinate with AGENCY'S case managers to ensure access to services.
- 2) To share pertinent information with AGENCY'S case manager, supervisor, or director of operations (with release of confidential information form signed by parent/guardian).
- 3) To provide confidential information such as: program/treatment participation, program/treatment progress, appointment schedule and status, behavior issues, and/or any other concerns and/or attendance related issues (with release of confidential information form signed by parent/guardian).
- 4) To collaborate with AGENCY'S case managers to identify problems and develop solutions in order to give youth and families resources needed for success.

IV. REGULATIONS; LICENSING REQUIREMENTS

The parties shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY 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.

V. TERMINATION

Either party may terminate this Agreement by serving a minimum thirty (30) days' prior written notice to the other party.

VI. 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:

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33415

With copy to:

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

If sent to AGENCY, notices shall be addressed to:

Bay Area Youth Services, Inc.
Attn: Charmaine Bens, Circuit 15 Supervisor
P.O. Box 270846
Tampa, Florida 33688-0846

VII. CONFIDENTIALITY

The parties agree that the AGENCY is a contracted provider of the Florida Department of Juvenile Justice operating delinquency diversion programs in several Florida Judicial Circuits. AGENCY'S objective is to provide services that divert arrested youth from further penetration in the juvenile justice system and enhance quality of life, in accordance with Section 20.316, Florida Statutes.

Youth are less than 18 years of age at the time of the offense and the State Attorney has agreed to the recommended diversion.

The parties will protect the rights of children and families with respect to records created, maintained, and used by public institutions. It is the intent of this Agreement to ensure that children and families have the right to access and the right to privacy with respect to records and reports. The parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of children and families with respect to childrens' and families' records and reports.

VIII. INDEMNIFICATION

AGENCY and COUNTY recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

IX. RELATIONSHIP OF THE PARTIES

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 a partnership or joint venture between the parties.

X. NO THIRD PARTY BENEFICIARIES

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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

XI. NON-DISCRIMINATION

The parties warrant and represents that all of their 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, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

WITNESS:

AGENCY:

Signature

Bay Area Youth Services, Inc.,
d/b/a BAYS Florida

Name (type or print)



Signature

Pamela M. Alvarez

Typed Name

President & CEO

Title