

MEMORANDUM OF UNDERSTANDING
Between
SHERIFF OF BROWARD COUNTY, FLORIDA
and
BROWARD COUNTY

This Memorandum of Understanding (MOU) is entered into upon the execution between the Sheriff of Broward County, Florida, hereinafter referred to as “BSO,” and Broward County, a political subdivision of the State of Florida, hereinafter referred to as “Broward County,” to provide specified services through its Nancy J. Cotterman Center (NJCC), Broward County’s Certified Rape Crisis Center, to inmates or detainees who are victims of sexual abuse, in accordance with the Prison Rape Elimination Act National Standards (hereinafter “National Standards”), Part 115 of Title 28 of the Code of Federal Regulations, as required by the Prison Rape Elimination Act of 2003 (PREA).

WHEREAS, the National Standards require that jail facilities provide inmate victims of sexual abuse timely, unimpeded access to emergency medical treatment, forensic medical examinations, and crisis intervention services where medically or evidentiarily appropriate; and

WHEREAS, Broward County operates a Certified Rape Crisis Center, which is not part of the criminal justice system; and

WHEREAS, Broward County is qualified and agrees to coordinate and offer to inmate victims of sexual abuse the opportunity to obtain confidential emotional support services and forensic medical examinations in accordance with National Standards.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

I. Recitals:

The parties mutually agree that the foregoing recitals are true and correct and are incorporated herein by reference.

II. Responsibilities:

The parties agree to perform the responsibilities outlined in Exhibit A, “Responsibilities.”

III. Force Majeure:

Neither party shall be obligated to perform any duty, requirement, or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

IV. Indemnification:

The parties to this MOU are governmental entities per the provisions of section 768.28, Florida Statutes, and thus each party agrees to be liable to the limits as set forth in 768.28, Florida Statutes, for its acts of negligence or omissions or intentional tortious acts which result in claims or suits against them, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

V. HIPAA:

Where applicable, BSO and Broward County agree that they will comply with the Health Insurance Portability and Accountability Act (HIPAA) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

VI. Renewal or Termination of MOU:

This MOU shall take effect on the date the MOU is fully executed (signed by both parties). It shall remain in effect for a period of five (5) years. This MOU may be renewed by either party. If both parties desire to renew this MOU, this option shall be exercised in writing no later than 60 days prior to the MOU expiration. This MOU may only be amended by mutual agreement of the parties and shall in all respects be governed by the laws of the State of Florida. This MOU may be terminated by either party with no less than 30 calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both parties.

VII. Modification:

No modification, amendment, or alteration in the terms or conditions contained in Sections I through XIV herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by an authorized representative of both parties. For Broward County, the authorized representative shall be its County Administrator.

Modifications or alterations to any of the Exhibits may be effected by written mutual agreement signed by authorized representatives of both parties. For Broward County, the authorized representative shall be the Human Services Department Director or Deputy Director.

VIII. Compliance with Laws:

Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this MOU.

IX. Governing Law:

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

X. Binding Effect:

This MOU shall be binding upon and inure to the benefit of the parties. This Agreement is for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

XI. Assignment:

Neither this MOU nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party.

XII. Authority:

Each person signing this MOU on behalf of either party individually warrants that he or she has the full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.

XIII. Duplicate Originals:

The parties agree that the MOU may be executed in multiple counterparts, each of which will be deemed an original document but all of which will constitute a single document. An electronic copy of this MOU and any signatures thereof shall be considered for all purposes as originals.

XIV. Confidentiality of Records:

Records used or developed by the BSO or Broward County under this MOU that relate to an inmate victim are to be kept confidential and may not be released to any other person or agency, except as provided by law. The sharing of other information, except for survey aggregate findings, is limited to those parties needing to know in accordance with policy, State or Federal statute, professional licensure and ethical standards.

[BLANK SPACE INTENTIONALLY INSERTED]

IN WITNESS WHEREOF, the parties hereto have caused this 7-page MOU to be executed by their undersigned officials and duly authorized.

BROWARD COUNTY	SHERIIF OF BROWARD COUNTY, FLORIDA
SIGNED:	SIGNED:
NAME: DALE V.C. HOLNESS	NAME: GARY PALMER
TITLE: MAYOR	TITLE: COLONEL/EXECUTIVE DIRECTOR, DEPARTMENT OF DETENTION
DATE:	DATE:

Reviewed for legal sufficiency by:

Karen S. Gordon *5/6/2020*

Karen S. Gordon, Sr. Asst. County Attorney

EXHIBIT A
RESPONSIBILITIES

I. BSO agrees to the following:

- A. Provide inmate victims of sexual abuse timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
- B. Notify NJCC to respond to a BSO jail or a hospital facility for the purpose of providing a forensic medical examination and victim advocacy services within 120 hours of a sexual abuse report.
- C. Provide follow-up medical services for an inmate victim as per the Sexual Assault Nurse Examiner (hereinafter "SANE") recommendations.
- D. Maintain, at all times, standards of supervision to ensure the safety of the inmate victim undergoing the forensic medical examination, the SANE, and the Victim Advocate performing such services.
- E. If the incident occurred over 120 hours prior to the report, ensure that the inmate victim receives a timely medical evaluation and any needed treatment, a mental health evaluation, and Broward County victim advocate information including the 24-hour helpline.
- F. Assign appropriate staff to serve as central contact points for Broward County.
- G. Maintain accurate and legible records for the services requested and obtained.
- H. Include victim advocates as a component of the standard response to a report of sexual abuse and/or a request for help from a victim of sexual abuse.
- I. Facilitate follow-up, whenever possible, between the inmate victim and a Broward County Victim Advocate by mail or telephone while the inmate victim is detained by BSO. BSO will also provide Broward County's NJCC contact information to all inmate victims upon release. This should be done without regard to the presence or status of an investigation.
- J. Provide the inmate victim with confidential, 24-hour access to the NJCC helpline, at no cost, through the BSO inmate telephone system.
- K. Respect the confidential nature of communication between Broward County Victim Advocates and inmate victim detained at BSO.

- L. Ensure that Broward County Victim Advocates are cleared to enter the jail facilities for meetings, training sessions, or to meet with an inmate victim. Provide for other logistical needs, such as a private meeting space for counseling sessions.
- M. Facilitate the placement of informational placards with instructions on how to access the NJCC helpline in areas visible to inmates.
- N. Communicate any questions or concerns to NJCC staff.
- O. Pay Broward County for the initial forensic medical examination of an inmate victim performed by a SANE at a cost of five hundred dollars (\$500.00) per exam. Payment will be made within 30 days of the date of the invoice. Such payment shall be made regardless of whether the inmate victim is covered by health or disability insurance and whether the inmate victim participates in the criminal justice system or cooperates with law enforcement.

II. Broward County agrees to the following:

- A. Provide inmates under BSO supervision access to Broward County's NJCC 24/7 Rape Crisis Helpline (954) 761-RAPE (7273). The Broward County NJCC Crisis Intervention Staff will speak with the inmate to determine if the circumstances require the attention of the on-call SANE. Based on the content of the call and in accordance with Broward County rape crisis procedures, the Broward County NJCC Crisis Intervention Staff may contact the SANE and will document the call. If the SANE is called, the SANE will determine if a forensic examination is necessary.
- B. Provide forensic medical examinations conducted by Sexual Assault Forensic Examiners (SAFE) or SANE.
- C. Provide a SANE and Victim Advocate to respond to any of the BSO jail facilities to conduct a forensic medical examination within 60 minutes of being notified by BSO for reports of sexual abuse made within 120 hours of the incident, and immediately inform BSO medical personnel if the victim needs emergency medical care.
- D. Respond to requests from BSO to provide victim advocacy and SANE forensic medical examination when an inmate victim is transported to a Broward County hospital when injuries from a report of sexual abuse necessitates emergency medical treatment.
- E. Provide a victim advocate to accompany and support the inmate victim through the forensic medical examination process and investigatory interviews and provide emotional support, crisis intervention, information, and referrals.

- F. Respond to calls from BSO inmate victims received on the Broward County NJCC helpline.
- G. Provide follow-up services and crisis intervention contacts to an inmate victim of sexual abuse at BSO, as resources allow.
- H. Work with designated BSO officials to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
- I. Maintain confidentiality of communications with inmate victims detained by BSO.
- J. Communicate any questions or concerns about the MOU to BSO.
- K. Provide victim advocacy information to the inmate victim.
- L. Invoice BSO five hundred dollars (\$500.00) per forensic medical examination within 14 days of completing the inmate victim's initial forensic medical examination.

III. COPIES OF THIS MOU:

Copies of this MOU shall be placed on file and provided to the following:

- A. Carol Cook, Division Director, Broward County Crisis Intervention and Support Division, Nancy J. Cotterman Center - Certified Rape Crisis Center
- B. Sheriff of Broward County