

MEMORANDUM OF UNDERSTANDING

Between

THE GEO GROUP, INC.

and

BROWARD COUNTY, FLORIDA

This Memorandum of Understanding (MOU) is entered into upon the execution between The GEO Group, Inc., hereinafter referred to as "GEO", and Broward County, a political subdivision of the State of Florida, hereinafter referred to as "Broward County", to provide specified services, through its certified sexual assault program, to detainees who are survivors 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 immigration facilities provide detained survivors of sexual abuse, timely, unimpeded access to emergency medical treatment, forensic medical examinations, and crisis intervention services where medically or evidentially appropriate; and

WHEREAS, GEO operates the Broward Transitional Center (the "BTC"), an immigration facility for short-term non-criminal and low security detainees.

WHEREAS, Broward County operates a certified sexual assault program through its Nancy J. Cotterman Center ("NJCC"), which is not part of the criminal justice system; and

WHEREAS, Broward County agrees to coordinate and offer confidential emotional support, therapy services, and forensic medical examinations, in accordance with the National Standards, to survivors of sexual abuse in custody at the BTC ("Detained Survivors").

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, 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:

GEO shall indemnify, hold harmless, and defend Broward County and all of Broward County's current, former, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this MOU, and caused or alleged to be caused, in whole or in part, by any breach of this MOU by GEO, or any intentional, reckless, or negligent act or omission of GEO, its officers, employees, or agents arising from, relating to, or in connection with this MOU (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, GEO shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this MOU. If considered necessary by the Contract Administrator and the County Attorney, any sums due GEO under this MOU may be retained by Broward County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Broward County.

V. HIPAA:

Where applicable, GEO and Broward County agree that they will comply with the Health Insurance Portability 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's 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 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 is its County Administrator.

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 under 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 MOU 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 MOU 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 GEO or Broward County under this MOU that relate to a Detained Survivor 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.

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

BROWARD COUNTY, FLORIDA	THE GEO GROUP, INC.
SIGNED:	SIGNED: <i>John Oliver</i>
NAME:	NAME:
TITLE: MAYOR	TITLE:
DATE:	DATE:

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Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: _____
Ronald Honick
Assistant County Attorney

By: _____
Karen S. Gordon
Senior Assistant County Attorney

EXHIBIT A
RESPONSIBILITIES

I. GEO agrees to the following:

- A. Provide Detained Survivors 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 the appropriate hospital in Broward County to provide a forensic medical examination and sexual assault advocacy services within 120 hours of a sexual assault report.
- C. Provide follow up medical services for Detained Survivors as per the Sexual Assault Nurse Examiner's (hereinafter "SANE") recommendations.
- D. Maintain, at all times, standards of supervision to ensure the safety of the Detained Survivor undergoing the forensic medical examination, the SANE, and sexual assault advocate performing such services.
- E. If the incident occurred more than 120 hours prior to the report, ensure that the Detained Survivor receives a timely medical evaluation and any needed treatment, a mental health evaluation, and Broward County sexual assault advocate information including the NJCC 24-hour helpline.
- F. Assign appropriate staff to serve as central point of contact for services under this MOU.
- G. Maintain accurate and legible records for the services requested and obtained.
- H. Include certified sexual assault advocates as a component of the standard response to a report of sexual assault and/or a request for help from a Detained Survivor.
- I. Facilitate follow-up, whenever possible, between the Detained Survivor and a Broward County sexual assault advocate by mail or telephone while the Detained Survivor is in custody at the BTC. GEO will also provide Broward County's NJCC contact information to all Detained Survivors upon release. This shall be done without regard to the presence or status of an investigation.
- J. Provide all detainees at the BTC with confidential, 24-hour access to the NJCC helpline, at no cost, through the GEO telephone system.

- K. Respect the confidential nature of communication between Broward County sexual assault advocates and the detainees at the BTC.
- L. Ensure that Broward County sexual assault advocates are cleared to enter the BTC for meetings, training sessions, or for therapy or counseling with a detainee. Provide for other logistical needs, such as transportation to NJCC facilities, or a private meeting space for therapy or counseling sessions, whether in person or remote.
- M. Facilitate the placement of informational placards with instructions on how to access the NJCC helpline in areas visible to the detainees.
- N. Communicate any questions or concerns to NJCC staff.
- O. Pay Broward County for the initial forensic medical examination of a Detained Survivor, performed by a SANE, at a cost of one thousand dollars (\$1000.00) per exam, or the rate established by Florida Statutes, whichever is higher. Payment shall be made within 30 days of the date of the invoice. Such payment shall be made regardless of whether the Detained Survivor is covered by health or disability insurance or whether the Detained Survivor participates in the criminal justice system or cooperates with law enforcement.
- P. Pay Broward County one hundred and thirty dollars (\$130.00) for each unit of therapy (45-50 minutes). Payment shall be made within 30 days of the date of the invoice. Such payment shall be made regardless of whether the Detained Survivor is covered by health or disability insurance or whether the Detained Survivor participates in the criminal justice system or cooperates with law enforcement.

II. Broward County agrees to the following:

- A. Respond to calls from detainees in custody at the BTC received on the Broward County NJCC 24/7 Sexual Assault Helpline (954) 761-RAPE (7273). Broward County's NJCC sexual assault advocate will speak with the detainee 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 procedures, Broward County's NJCC sexual assault advocate 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 a SANE.
- C. Respond to requests from GEO to provide a SANE and a sexual assault advocate to respond to the appropriate hospital in Broward County to conduct a forensic medical examination within 60 minutes of being notified by GEO for reports of sexual abuse made within 120 hours of the incident, and immediately

inform GEO medical personnel if the Detained Survivor needs emergency medical care.

- D. Provide a sexual assault advocate to accompany and support the Detained Survivor through the forensic medical examination process and investigatory interviews; and provide emotional support, crisis intervention, information, and referrals.
- E. Provide follow-up services and crisis intervention contacts to a Detained Survivor, as resources allow.
- F. Work with designated GEO officials to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
- G. Maintain confidentiality of communications with Detained Survivors.
- H. Communicate any questions or concerns about the MOU to GEO.
- I. Provide sexual assault advocacy information to the Detained Survivors.
- J. Invoice GEO one thousand dollars (\$1000.00) per forensic medical exam and one hundred and thirty dollars (\$130.00) for each unit of therapy (45-50 minutes).

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 Sexual Assault Program
- B. Christine Zapata, RN, BSN, Health Service Administrator, The GEO Group, Inc.

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