



**II. FISCAL IMPACT ANALYSIS**

**A. FIVE YEAR SUMMARY OF FISCAL IMPACT:**

FISCAL YEAR	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>45,000</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>45,000</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES _____	NO <u>X</u> _____			
BUDGET ACCOUNT NO.:	FUND _____	AGENCY _____	ORG. _____	OBJECT _____	

**B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:**

Criminal Justice Reserve Fund (1507) - \$45,000

**C. DEPARTMENTAL FISCAL REVIEW: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:**

Atwillhite 7-2-08  
 OFMB  
 7/2/08  
 CN 7/2/8  
 PM 7-2-08

[Signature] 7/3/08  
 CONTRACT ADMINISTRATION  
 7/2/08

**B. LEGAL SUFFICIENCY:**

[Signature] 7/3/08  
 ASSISTANT COUNTY ATTORNEY

This Contract complies with our contract review requirements.

At the time of our review, the certificate of insurance was not available.

**C. OTHER DEPARTMENT REVIEW:**

\_\_\_\_\_

08-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1  
BGEX-767-062508\*2952

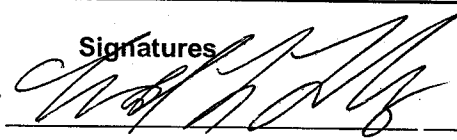
FUND 1507 - Criminal Justice Reserve Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 6/24/2008	REMAINING BALANCE
<b>EXPENDITURES</b>								
767-7607-8101	Contributions - Non-Govt'l Agencies	300,000	413,918	45,000		458,918	311,160	147,758
820-9901-9902	Operating reserves	169,743	76,703		45,000	31,703		
	<b>TOTAL EXPENDITURES</b>			<u>45,000</u>	<u>45,000</u>			

Criminal Justice Commission  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures



Date

By Board of County Commissioners  
At Meeting of 7/08/08

Deputy Clerk to the  
Board of County Commissioners

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made as of the eighth day of July, 2008, 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 Child Protection Team of Palm Beach, Inc., [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

### **ARTICLE 1 - SERVICES**

The SERVICE PROVIDER'S responsibility under this Contract is to provide medical exams for the allegedly abused, abandoned, or neglected child as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael Rodriguez, telephone no. (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Alison Hitchcock, telephone no. (561) 433-3544.

### **ARTICLE 2 - SCHEDULE**

The SERVICE PROVIDER shall commence services on receipt of a fully executed contract and complete all services by September 30, 2008.

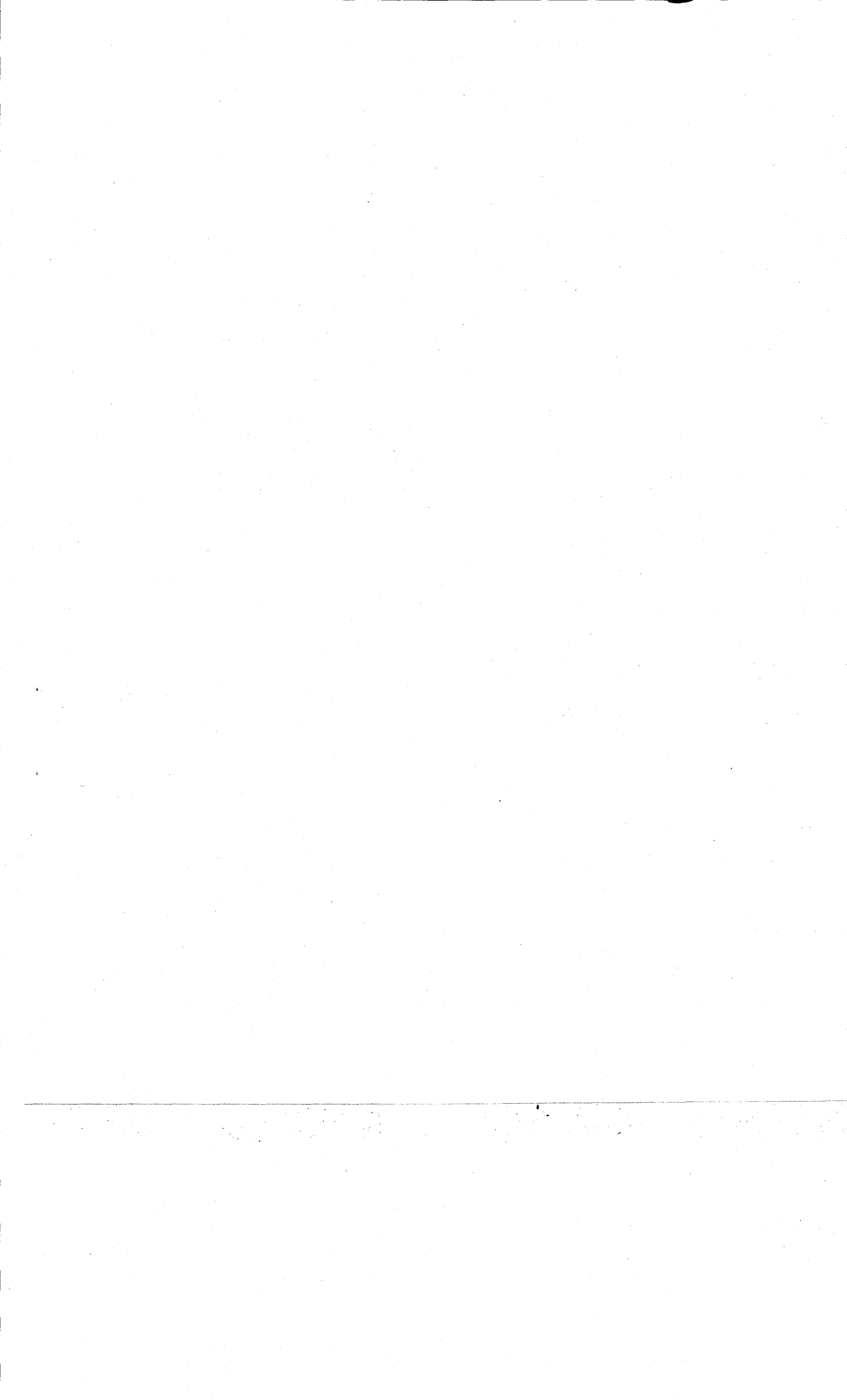
Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER**

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of forty five thousand dollars (\$45,000.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. "Out-of-pocket" expenses, except as set forth in Exhibit "B," are not permissible under this Contract.



D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside SERVICE PROVIDERS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - SUBCONTRACTING**

The SERVICE PROVIDER shall not subcontract any work under this contract.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. SERVICE PROVIDER 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 SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000 Each Occurrence/\$1,000,000 Aggregate**. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Waiver of Subrogation** SERVICE PROVIDER 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, then SERVICE PROVIDER 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER 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.

- J. **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 Contract. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

SERVICE PROVIDER 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 Contract or due to the acts or omissions of SERVICE PROVIDER.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at

law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the

Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means

and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and SERVICE PROVIDERS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

### **ARTICLE 25 - NOTICE**

All notices required in this Contract 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:

Michael Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401

With copy to:

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

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Alison J. Hitchcock, Executive Director  
Child Protection Team of Palm Beach, Inc.  
2840 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461

With copy to:

Frank Kreidler, Attorney  
1124 South Federal Highway  
Lake Worth, FL 33460

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS:**

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

**Remainder of page intentionally left blank**



## EXHIBIT "A"

### Palm Beach County Criminal Justice Commission Child Protection Team Medical Exams

## SCOPE OF WORK

The scope of work is to fund medical evaluations for children who are the alleged victims of abuse, neglect and/or abandonment and are referred to CPT by law enforcement, DCF or the courts. Completion of the medical evaluation will supplement investigation activities of the Department of Children and Families and law enforcement by providing expertise in:

- Evaluating alleged child maltreatment,
- Assessing risk factors and
- Providing recommendations for interventions

to protect children and enhance families' capacities to provide a safer environment when possible.

Subject to all HIPPA requirements concerning release of medical information, the medical evaluations, upon completion, shall be released to The Department of Children and Families and law enforcement for release to the Courts and service providers. This information should be provided to the appropriate Court by The Department of Children and Families so that the judge may make an informed decision on risk factors and child safety.

**Child Protection Team Assessment - Certain reports of child abuse and neglect will indicate a need for child protection team assessment. All reports shall be screened pursuant to section 39.303, FS, and when indicated {see especially s. 39.303 (2), FS}, a referral made to the team as soon as possible in the investigative response process.**

#### **Reports that must be referred to CPT for an assessment:**

1. Injuries to the head, bruises to the neck or head, burns or fractures in a child of any age;
2. Bruises anywhere on a child 5 years of age or under;
3. Any report alleging sexual abuse of a child;
4. Any sexually transmitted disease in a prepubescent child;
5. Reported malnutrition of a child and failure of a child to thrive;
6. Reported medical neglect of a child;
7. Any family in which one or more children have been pronounced dead on arrival at a hospital or other health care facility, or have been injured and later died, as a result of suspected abuse, abandonment or neglect when any other sibling or other child remains in the home;
8. Symptoms of serious emotional problems in a child when emotional or other abuse, abandonment or neglect is suspected.



**BUDGET AND SCHEDULE OF PAYMENTS**

**Schedule of Payments:**

The Scope of Work to be completed by SERVICE PROVIDER as defined in Exhibit "A" consists of specific completion of medical exams which shall be clearly identified upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work stated herein shall be in accordance with the following:

**Medical Exam**

Task(s) to be Completed:

1. Medical evaluation

Monthly Invoices are to be submitted for the medical exams completed between the dates of July 1, 2008 and September 30, 2008. The invoices will include appropriate documentation. These charges should be made in accordance with the approved budget below. The amount for the medical exams is not to exceed \$45,000. Payments will be based on the number of exams completed by the Child Protection Team as set forth in the table below. The exam rate of \$175 is lower than the rate most Florida counties receive. The number of exams was estimated based on the historical average of the last three years.

**Budget:**

Number of Medical exams	Exam rate	Totals
257	\$175	\$45,000.00
<b>TOTAL</b>		<b>\$45,000.00</b>