

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 22, 2013 Consent Regular
 Ordinance Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services

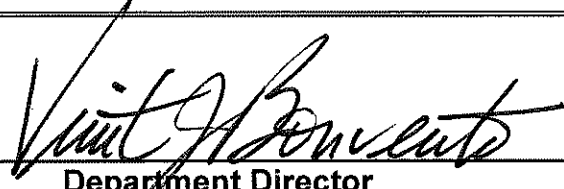
I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: **A)** First Amendment to the Agreement (R2012-1142) with Emergency Specialists of Wellington, LLC (ESOW) to amend the contract amount from \$138,147.51 to \$117,086.16; and **B)** Executed contract with ESOW in the amount of \$152,521.04 for the period of July 1, 2013 through June 30, 2014 for forensic sexual assault examinations and medical treatment.

Summary: The Public Safety Departments, Division of Victim Services was awarded Contract #COH8Z in the amount of \$880,662 in reoccurring funding from the State of Florida, Department of Health (DOH), for the period of September 1, 2011 through June 30, 2014, to implement a sexual assault forensic exam facility in Palm Beach County. A subcontract with Emergency Specialists of Wellington (ESOW) provides a medical director, a Sexual Assault Nurse Examiner (SANE) Coordinator and a pool of SANE who work on a rotational stand-by basis to perform forensic rape exams for Victim Services. The ESOW subcontract is funded by COH8Z grant money and from funds generated by the reimbursement of the initial forensic physical examination of a victim of sexual battery by the Attorney General's Crime Victims' Services Office as set forth in Florida Statute 960.28. The first amendment of the 2nd year ESOW contract (R2012-1142) is necessary to decrease the contract amount paid from COH8Z funds from \$100,024.32 to \$73,920.22, due to ESOW not expending the funds that were previously awarded and increases the amount of funding from the Attorney General rape exam reimbursement program from \$38,123.19 to \$43,165.94 for the payment of the rape exams by the stand-by SANE provided through ESOW. This increase was due to an unexpected increase in the number of rape exams performed from 189 to 214. The third and final year contract with ESOW is necessary for ESOW to continue to provide forensic rape examinations and medical treatment services. Resolution R2011-1223 authorizes the County Administrator or his designee to execute contracts and amendments utilizing funding from the State of Florida, Department of Health on behalf of the Palm Beach County Board of County Commissioners. Countywide (PGE)

Background and Justification:
Palm Beach County Victim Services is a certified rape crisis center and leads the county-wide multidisciplinary Sexual Assault Response Team (SART). From January 2013 to date Victim Services assisted 400 new primary victims of sexual violence. From January through June 2013 SANE nurses responded to 100 rape victims in need of forensic evidence collection exams.

- Attachments:**
- 1) First Amendment to Contract for Professional Services Between Palm Beach County and Emergency Specialist of Wellington, LLC
 - 2) Emergency Specialists of Wellington, LLC Contract

Recommended By:  10/2/13
 Department Director Date

Approved By:  10/2/13
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	131,460				
External Revenues	(131,460)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes x No _____
 Budget Account No: Exp: Fund 1426 Department 662 Unit 3290 Object _____
 Rev: Fund 1426 Department 662 Unit 3290 Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding for this contract is 100% grant funded by the Florida Department of Health and the Attorney General's Crime Victims' Services Office through rape exam reimbursements.

Fund: 1426 – Public Safety Grants
 Unit: 3290 – SART program

C. Departmental Fiscal Review: Stephanie Sejnoha
 Stephanie Sejnoha, Director of Finance & Admin. Services

III. REVIEW COMMENTS

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

Lisa Terry 10/8/13
 OFMB
Dr. J. Jacobson 10/11/13
 Contract Development and Control
 10-11-13 Byheeler

B. Legal Sufficiency:
Robert E. [Signature] 10/14/13
 General Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
PALM BEACH COUNTY AND EMERGENCY SPECIALISTS OF WELLINGTON, LLC**

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY EMERGENCY SPECIALISTS OF WELLINGTON, LLC MEDICAL PROVIDER SERVICES CONTRACT ("First Amendment"), originally entered on August 14, 2012 ("Original Contract" R2012-1142), is made as of this 13 day of June, 2013 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 Emergency Specialists of Wellington, LLC, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 20-3568056.

WITNESSETH:

WHEREAS, the CONSULTANT has not expended the \$138,147.51 in contract funds previously awarded in the Original Contract (R2012-1142); and

WHEREAS, the parties agree to amend the Original Contract amount from \$138,147.51 to \$117,086.16, as stated in Article 3 of the Original Contract.

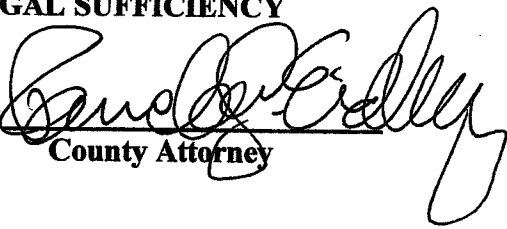
NOW THEREFORE, the above named parties hereby mutually agree to amend the Original Contract and enter this First Amendment as follows:

- I. Change the new total budget from \$138,147.51 to \$117,086.16, as reflected in the attached "Schedule for Payment - Exhibit B-01" (showing the new total budget).
- II. All other provisions not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract.


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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

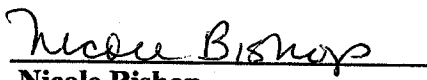
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

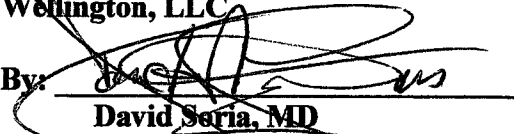
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 
Vincent J. Bonvento
Director of Public Safety

APPROVED AS TO
TERMS AND CONDITIONS


Nicole Bishop
Director of Victim Service

Emergency Specialists of
Wellington, LLC

By: 
David Seria, MD
Chief of Emergency Medicine

SCHEDULE FOR PAYMENT (EXHIBIT B-01)

Service/Program: **Victim Services Sexual Assault Response Team Project,
Medical Provider**

Contract Period: **July 1, 2012 through June 30, 2013**

Payment schedule is based on the following budgeted items:

COH8Z Funded:

Full time SANE Nurse Coordinator Salary \$45,720.22
\$5,882.56/month

SANE Nurse Stand-by Pay \$28,200.00
\$3.36/hr

Sub-Total: \$73,920.22

Attorney General-Rape Exam Funded:

Forensic Exams (214 x \$201.71 per exam) \$43,165.94

Sub-Total: \$43,165.94

TOTAL: \$117,086.16

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY
AND EMERGENCY SPECIALISTS OF WELLINGTON, LLC**

This Contract is made as of the 2nd day of OCTOBER, 2013, 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 Emergency Specialists of Wellington, LLC. A limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 20-3568056.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide medical services in the area of forensic sexual assault exams for adult and older adolescent victims, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Nicole Bishop, telephone number 561-355-1723.

The CONSULTANT'S representative/liason during the performance of this Contract shall be David Soria, M.D., Chief of Emergency Medicine, telephone number 561-798-8535.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2013 and complete all services by June 30, 2014. The parties agree that the CONSULTANT will be paid, notwithstanding the date the Contract is signed by the Board of County Commissioners.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- 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 One Hundred Fifty-Two Thousand, Five Hundred, Twenty-one Dollars and Four Cents (\$152,521.04). "Out of pocket" expenses are not included in this Contract and will not be paid by the County. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, or designee, 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. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 consultants. 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 CONSULTANT upon thirty (30) 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT'S contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT 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. CONSULTANT 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- C. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$250,000** 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 CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis,

CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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 Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- D. **Waiver of Subrogation** CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.
- E. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Public Safety Department
Attention: Stephanie Sejnoha
20 South Military Trail
West Palm Beach, FL 33415

- F. **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

CONSULTANT 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 CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

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.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT 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, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

Notwithstanding any other provision in this Contract, 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.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT 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, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - 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:

Vincent Bonvento, Director of Public Safety
Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

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

If sent to the CONSULTANT, notices shall be addressed to:
Dr. David Soria
Emergency Specialists of Wellington
10101 Forest Hill Blvd.
Wellington, FL 33414

With copy to:
Mr. Bill Machuga
PSR, LLC
12700 Park Central Drive
Suite 900
Dallas, Texas 75251

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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 in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. The CONSULTANT further acknowledges and agrees that all employees and subcontractors who have direct service contact with minors will have a background check as provided in Section 943.0542(2), Florida Statutes. The COUNTY agrees to coordinate and pay for all applicable FDLE/FBI fees required for state and national criminal history record checks.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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


THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: 
County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

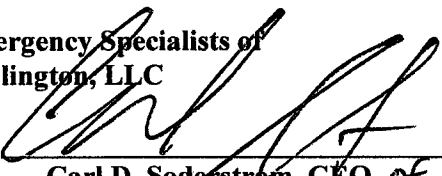
By: 
Vincent G. Bonvento
Director of Public Safety

Date: Oct 2, 2013

APPROVED AS TO
TERMS AND CONDITIONS


Nicole Bishop
Director of Victim Service

Emergency Specialists of
Wellington, LLC

By: 
Carl D. Soderstrom, CEO of PhyServe
Investments, LLC, Manager

Date: 9/12/13

SCOPE OF WORK

Consultant: Emergency Specialists of Wellington, LLC

Program: Sexual Assault Response Team – Sexual Assault Nurse Examiner (SANE) Program

Division: Palm Beach County Victim Services and Certified Rape Crisis Center

Scope of Services

CONSULTANT agrees to maintain staff necessary for performing forensic sexual assault exams for adults and adolescents according to the policy outlined in Attachment 1. Adolescents served will be victims who do not qualify for services of the Child Protection Team. Forensic sexual assault exams are performed at Palm Beach County's dedicated sexual assault exam facility, the Butterfly House, and throughout the County at area hospitals as necessary. Services will be provided in accordance with the principles of Medical Ethics of the American Nurses Association, the American Medical Association, and the customs and rules of ethical conduct prescribed by the Florida Nurses Association, the Palm Beach County Medical Association, and the guidelines of the Florida Office of the Attorney General.

CONSULTANT personnel shall comply with all federal, state, and local laws and regulations, as well as COUNTY policies and procedure regarding the confidentiality of communications and records.

CONSULTANT shall provide a Nurse Coordinator who is a trained Sexual Assault Nurse Examiner (SANE) or who meets the minimum criteria to become a trained SANE. The Nurse Coordinator will work from the SART Center Victim Services office at 4210 North Australian Avenue, West Palm Beach, FL. This position is scheduled to work 40-hours per week. In the event the Nurse Coordinator position is vacant or the incumbent is on an extended leave, the CONSULTANT may schedule a trained SANE to work as needed (PRN) until the position is filled or the incumbent returns to duty. The Nurse Coordinator is responsible for completing entire sexual assault evidentiary exams including crisis intervention, STD prevention, pregnancy risk evaluation and interception, collection of forensic evidence, and referrals for additional care as needed. In addition, this position is responsible for the day-to-day SANE program operation and administration including but not limited to scheduling, training, mentoring SANE on-call staff, preparation of reports, invoices, inventory control, chart reviews, and taking back-up call as required; participation in depositions, taped statements, pre-trial and post-trial testimony; and providing awareness presentations and training to the community, including area hospitals, about sexual assault and the role of SANE. The Nurse Coordinator will work in partnership with Victim Services personnel including advocates and collaboratively with SART members. The position description for the SANE Nurse Coordinator is provided in Attachment 2.

The following is a list of key service tasks expected of the Nurse Coordinator:

1. Complete all SANE training required of a Florida SANE position as recommended by the International Association of Forensic Nurses (IAFN) and the Forensic Nursing Certification Board.
2. Administer day-to-day operational needs of the SANE program
3. SANE first responder to sexual assault victims during regular 40-hour work week; serve as emergency back-up to the SANE on-call staff after-hours in response to sexual assault victims, or designate a back-up responder when not available.
4. Maintain files of all on-call SANE to include resumes, updated credentialing information and evidence of background check & clearance, valid licensure, current malpractice liability insurance, and SANE training, competency, and continuing education documentation; such files are maintained at the SART Center Victim Services office. Personnel information including copy of resume, original employment eligibility verification forms, tax forms, payroll/benefit forms, and payroll records are forwarded to and maintained by CONSULTANT.
5. Provide a monthly report to include: number of forensic sexual exams performed, location of exam, whether reported to law enforcement, whether victim declined exam (on-call response no exam); number of depositions and other court-related activities attended by SANE team; number of public relations, community awareness, and education presentations to law enforcement and community hospital medical personnel; and any other such information as may be necessary to coordinate services within the organization. Such monthly report shall be due to the Director of PBC Victim Services, or designee, no later than the fifth (5th) of the following month.
6. Attend Palm Beach County Victim Services and SART Project meetings in addition to other necessary meetings for coordination of services.
7. Perform administrative duties for CONSULTANT in relation to the SART-SANE program.

CONSULTANT shall provide specially trained forensic sexual assault nurse examiners as needed to provide the following service tasks:

1. On-call response to provide forensic examinations for sexual assault victims twenty-four (24) hours a day, seven (7) days a week.
2. Respond within thirty (30) to sixty (60) minutes of notification of request to perform examinations for forensic evidence.
3. Be responsible for any and all required experiences to qualify for the National SANE exam.
4. Be responsible for financial obligations for applying and taking SANE certification exams.
5. Respond to subpoenas and court orders and participate in the judicial process as described in the SANE job description described in Attachment 2.
6. Participate in monthly SANE meetings, target minimum of 8 meetings per year, to review program procedures and updates, chart review findings, and receive in-service training.

CONSULTANT shall provide a Medical Director that will be available for

1. Administrative and medical advice and assistance
2. Overall coordination of CONSULTANT personnel
3. On-call backup in any situation requiring medical expertise
4. Providing medical testimony when such expertise is required by the State Attorney's Office

COUNTY will provide an appropriate forensic exam site and all materials necessary for data collection for all examinations.

COUNTY shall have a staff representative present at the forensic exam site during all examination procedures provided under the terms of this Agreement.

COUNTY shall be responsible for day to day operation of program and provide direct oversight and day to day supervision of the Nursing Coordinator.

COUNTY shall have input with regard to hiring and firing of Nursing Coordinator.

COUNTY shall be responsible for completing credential and employment verification and background check of all SANE on-call nurses and the nurse coordinator, including coordination of Level 2 FDLE/FBI security background screen. County shall be responsible for fees required to complete the background check.

o

SCHEDULE FOR PAYMENT

**Service/Program: Victim Services Sexual Assault Response Team – SANE Program
Medical Provider**

Contract Period: July 1, 2013 through June 30, 2014

Payment schedule is based on the following budgeted items:

COH8Z FUNDED

Full Time SANE Nurse Coordinator Salary

\$5,882.56/Month x 12 months or \$33.93/hr PRN \$70,590.72

SANE Nurse Standby Pay

\$3.36/hr x 8760 hrs (24*365) \$29,433.60

Sub-Total \$100,024.32

ATTORNEY GENERAL – RAPE EXAM FUNDED

Forensic Exams

232 x 201.71 per exam \$46,796.72

SANE Nurse Coordinator – Mileage

Current Florida state mileage reimbursement
rate of 44.5 cents \$1,200.00

SANE On-call Nurse Meeting Attendance

\$22.50 per hour to attend monthly meetings
(10 nurses X 10 months X 2/hrs) \$4,500.00

Sub-Total \$52,496.72

TOTAL \$152,521.04

Sexual Assault Examination

These instructions are meant to serve as a guide for examiners completing forensic exams on sexual assault patients. These guidelines are provided by the Florida Council Against Sexual Violence. Documentation forms are included in Attachment 1-A.

As with any medical procedure, it is important that examiners tailor the exam to suit the circumstances reported by the patient. Important things to remember:

- Medical issues and treatment always take priority over forensic exam evidence collection. If patient needs immediate treatment for physical injury, this should be done first.
- If patient reports circumstances that indicate assault could have been drug facilitated, collect blood and urine samples immediately.
- Patient has the right to refuse any or all parts of the exam at any time.
- Patient has the right to have an advocate present during the exam.
- The exam is free regardless of whether or not the patient is pursuing criminal charges against the offender, although the patient may be responsible for medications and additional healthcare costs.
- Document findings clearly using legible handwriting.
- Label all collection bags and envelopes clearly and throw out any unused collection bags and/or envelopes.
- If additional collection envelopes are needed, open another unused kit and add as necessary or use new paper bags and envelopes from facility.
- Maintain chain of custody at all times.
- If at any time the examiner believes that the patient has an injury that requires immediate medical attention, stop the exam and call the attending physician.
- Fill out all information completely.
- Mark a line through any space for which you have no information.
- If more space is needed to document findings, note it on the form and attach extra sheets of paper.

General Information and Consent and Release
Retain this Form and Do Not Forward to Law Enforcement or Crime Lab

Consent

Examiners must have signed consent from victim or authorized parent/guardian. If the victim is unable to consent due to being incapacitated examiner may not commence with the exam without a court order.

The patient can choose to report the assault to law enforcement or not. For non-reporting victims, evidence storage time in Palm Beach County is 12 months. Have patient sign in the section for evidence preservation.

Examiner can sign as witness.

I. Medical History and Treatment and Follow-Up - Retain this Form and Do Not Forward to Law Enforcement or Crime Lab

Treatment

Discuss STI treatment and prophylaxis as well as emergency contraception after thorough explanation and understanding of medical history and per accepted standards of care.

If available, schedule follow-up medical treatment appointment and provide appropriate referrals.

II. Forensic Examination Page 01 – Provide Copies of this Form and Retain a Copy for Medical Facility

If the patient reports a detail that is not listed as one of the options on the paperwork provided, add an additional sheet of paper and document it.

III. Forensic Examination starts on Page 02 - Provide Copies of this Form and Retain a Copy for Medical Facility Assault Circumstances

Report circumstances regarding the assault in victim's words. For example, patient states "....."

Clothing

A pharmaceutical fold is used when the examiner needs to collect small pieces of trace evidence and they do not have a small evidence container to put them in. To make a pharmaceutical fold, take a sheet of paper and fold it in half. Next, fold the paper in thirds from the front to the back. Now, open up the fold from the front (be sure that there is a bottom) and place trace evidence in fold. After placing trace evidence in the pharmaceutical fold, fold the top toward the back and secure with evidence tape. Put the entire fold into a paper evidence bag. If necessary, examiner can use an individual container (for example a specimen cup) for trace evidence. Always label evidence clearly.

Label all bags properly. Extra paper bags may be needed. Unused paper bags from the facility are permissible.

Be sure all items are dried as much as possible before packaging. If items are not allowed to fully dry because of time constraints, notify law enforcement officer retrieving evidence which items remain wet and need to be dried.

All envelopes should be sealed with evidence tape – never use saliva to seal an envelope. Initial over evidence tape seal with pen.

Underwear should be placed in individual evidence envelope provided.

IV. Forensic Examination Page 03 - Provide Copies of this Form and Retain a Copy for Medical Facility

Inspect patient's body from head to toe (including scalp, face, back, chest, legs, and feet).

Provide detailed descriptions of any injuries found including point tenderness.

Note injuries found on diagrams provided and include descriptions in notes area. Add additional pages for notes as necessary.

V. Forensic Examination Page 04 - Provide Copies of this Form and Retain a Copy for Medical Facility

Oral swabs are taken in the case of oral assault. Take oral swabs before collecting the buccal swab.

The buccal swab is the patient's standard for DNA. Take the buccal swab after the patient has swished water in their mouth and waited 15 minutes.

Collect dried secretions/stains using swabs moistened with sterile, deionized water; wet secretions/stains do not need to have swabs pre-moistened.

Take fingernail scrapings by moistening a sterile swab and gently rolling the swab under each finger. Use one swab for the left hand and another for the right hand. Package left and right hand fingernail swabs separately.

Patient may assist examiner in oral swab collection by rolling back lips to show mouth injuries, etc.

VI. Forensic Examination Page 05 - Provide Copies of this Form and Retain a Copy for Medical Facility

When photographing injury, be sure that the background is clear of unnecessary items, that there is a clear reference (for example use a ruler) and that the photos have good lighting and are not blurry.

Comb pubic areas. Patient's hair should not be plucked. If there is a visible amount of material matted in the hair, a sample can be cut out.

Take vaginal swabs from vaginal vault. Take cervical swabs directly from the cervix.

Swabs should never be inserted into the anus. Anal folds should be swabbed if anal assault is indicated by patient.

Patient may be asked to pull back foreskin of penis to be inspected when appropriate.

Toluidine blue dye can be used to help examiner visualize small cuts and abrasions on genital areas. The dye does stain and should only be used when examiner finds it necessary.

VII. Forensic Examination Page 06 - Provide Copies of this Form and Retain a Copy for Medical Facility

Crime scene photographers may be called in to take photographs of injuries on patient (with the exception of genital areas – these photos should be taken by examiners only) or of other evidence.

(Refer to Attachment 1-A –Adult/Adolescent Forensic Sexual Assault Examination Form)

**PALM BEACH COUNTY SEXUAL ASSAULT RESPONSE TEAM – SEXUAL ASSAULT
NURSE EXAMINER (SANE) PROGRAM**

SEXUAL ASSAULT NURSE EXAMINER JOB DESCRIPTION

The SANE shall be responsible for providing patient assessment, forensic evidence collection, management of the sexual assault victim, testimony and interaction throughout the judicial process, professional and community training, and participation in SART meetings and activities.

Sexual Assault Evidence Collection Kit Paperwork will be used for documenting all exams.

A Rape Crisis Center Advocate will be present during the exam with the consent of the victim.

1. Assessment of the Sexual Assault Patient

- a. Identify the patient's immediate psychological response to sexual assault.
- b. Identify the risk factors and symptoms of peri-traumatic and/or post-traumatic stress disorder (PTSD).
- c. Identify urgent/emergent medical problems that require medical treatment prior to and/or during the SANE examination.
- d. Obtain and document a pertinent health and surgical history.
- e. Obtain and document the reported sexual assault/abuse history.
- f. Perform a head-to-toe physical assessment.
- g. Adapt examination techniques based on the patient's specific need.
- h. Distinguish trauma from disease process and/or normal variations in anatomy.
- i. Assess orifices involved in the sexual assault for trauma.
- j. Assess the patient for indicators of drug-facilitated sexual assault.
- k. Identify, implement and document deviations to usual examination procedures.
- l. Assess and promote safety of the patient during and after the SANE evaluation.
- m. Assess the patient's level of physical, psychological and cognitive development.
- n. Assess the patient for the risk of infection with the human immunodeficiency virus (HIV) and provide information and referral for treatment for prophylaxis.
- o. Assess the patient's hepatitis B immunization status and provide information and referral for treatment for prophylaxis.
- p. Assess the patient for pregnancy and counsel the patient about emergency contraception options.
- q. Assess the patient's immunization status and refer the patient for immunization if indicated.

2. Evidence Collection and Documentation

- a. Use a systematic method of forensic evidence collection that protects the integrity of the evidence.
- b. Take measures to maintain/protect the chain of custody of the evidence.
- c. Consider issues of timing in collection of forensic evidence and lab specimens.
- d. Collect and record biological and trace evidence from involved orifices and other body areas of contact.
- e. Collect standard samples (e.g. blood, hair, buccal cells) for DNA.
- f. Collect and document clothing and its present condition.

- g. Use written descriptions and body diagrams to document findings.
- h. Provide photo-documentation of exam findings.

3. Management of the Sexual Assault Patient

- a. Throughout the examination, provide information, education and support while soliciting feedback from the patient.
- b. Provide the patient with the opportunity for developmentally appropriate control and consent.
- c. Provide crisis intervention and anticipatory guidance to the patient and family members/caregivers.
- d. Facilitate communication when there is a language or other communication barrier.
- e. Offer or provide testing and prophylaxis for sexually transmitted infections and pregnancy.
- f. Counsel the patient regarding safe sex precautions to prevent sexually transmitted infection transmission.
- g. Educate the patient about actions and side effects of prophylactic medications.
- h. Consult with or refer to other healthcare providers regarding medical problems identified.
- i. Refer the patient for follow-up counseling, support and/or advocacy services.
- j. Refer patient to law enforcement regarding post-exam photo documentation.

4. Interact Throughout the Judicial Process

- a. Testify as a fact witness for the prosecution or defense.
- b. Testify as an expert witness for the prosecution or defense.
- c. Testify regarding the integrity of the chain of custody of evidence.
- d. Respond to subpoenas and court orders.
- e. Respond effectively to aggressive/condescending questions when testifying.

5. Professional Practice Issues

- a. Ensure that systems are in place to provide for the safety of the SANE during and after the evaluation.
- b. Implement principles of confidentiality.
- c. Implement principles of informed consent and informed refusal.
- d. Evaluate and utilize current evidence-based practice (e.g. research, quality improvement).

(Information provided by International Forensic Nursing Association and the Forensic Nursing Certification Board, 2011)

Elizabeth Page

From: Carl Soderstrom [CSoderstrom@caddispartners.com]
Sent: Wednesday, September 11, 2013 8:41 PM
To: Bill Machuga
Cc: Davidsormd; David Singley; Elizabeth Page
Subject: Re: 2013-14 Contract - Ready for Signature - ACTION

Ok - got it. Give me a day or two to make certain I'm the guy and I'll get it signed.

Carl

On Sep 11, 2013, at 7:25 PM, "Bill Machuga" <bmachuga@PSRinc.net> wrote:

Carl - I understand that only you are authorized to sign documents for ESOW. I am emailing the attached contract to you to request your signature.

I can assure you I have been through all the details and have been able to get all the changes we need through discussions with Palm Beach County representatives, and have just re-read this again to be sure. Even so, I would be glad, of course, to answer any questions you may have about it.

In summary, this is a contract with ESOW to provide Sexual Assault Nurse Examiners to Palm Beach County, and, of course, this has been approved and authorized by Dr. Soria.

If you are ok with this, please see the requests from Dee Rohe highlighted below as to using blue ink and where to mail two signed originals.

If you do proceed, I would appreciate an email notification that you have mailed them to her.

Thanks. - Bill

<image001.png>
www.psrinc.net

Bill Machuga
PSR, LLC
Direct: 469-644-2638
FAX: 512-494-4021
Email: bmachuga@psrinc.net

The information contained in this message is confidential and may be privileged and/or protected under law. If you received this message in error, please notify us immediately by forwarding a copy to compliance@psrinc.net and then deleting the original message and any attachments.

From: Dee Rohe [<mailto:DRohe@pbcgov.org>]
Sent: Tuesday, September 10, 2013 11:16 AM
To: Bill Machuga
Cc: 'David'; Nicole Bishop
Subject: 2013-14 Contract - Ready for Signature - ACTION
Importance: High

Hi Bill,

The 2013-14 contract finally made it through the review process and is ready for Carl Soderstrom to sign. Please print two copies of the attached contract (single side) and have Mr. Soderstrom sign each in BLUE ink. Please mail the signed contracts to me at the address listed below. Once I receive them I will

then have them signed by the appropriate County representatives and will provide you with an original executed agreement for your records.

Please have the contracts returned to me by Monday, September 30th. Feel free to call me if you have any questions.

Take Care,

Dee Røhe, MSW, LCSW
Sr. Program Coordinator
Palm Beach County Victim Services & Certified Rape Crisis Center
4210 N. Australian Avenue
West Palm Beach, FL 33407
Office: (561)625-2565
Fax: (561)845-4424
Drohe@pbcgov.org

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

<4 ESOWThirdYrContract 2013_2014Final.pdf>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Hope Whittingham, AAI PHONE (A/C No. Ext.): (561) 278-0448 FAX (A/C No.): (561) 278-2391 E-MAIL ADDRESS: hwhittingham@weekescallaway.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Underwriters at Lloyd's</td> <td>003030</td> </tr> <tr> <td>INSURER B: Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Underwriters at Lloyd's	003030	INSURER B: Bridgefield Employers Ins Co	10701	INSURER C: National Union Fire Ins Co	19445	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Child Protection Team of Palm Beach, Inc. 5305 Greenwood Ave Suite 101 West Palm Beach FL 33407														

COVERAGES	CERTIFICATE NUMBER: CL1382004269	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MEO122555013	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$
Retro Date: 4/27/2001	GENERAL AGGREGATE \$ 3,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			MEO122555013	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO ALL OWNED AUTOS	X	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	\$						
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83022902	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	DIRECTORS & OFFICERS LIAB Incl EMPLOYMENT PRACTICES			01-257-75-48	8/1/2013	8/1/2014	LIMIT OF LIABILITY 1,000,000 DEDUCTIBLES: 7,500 EPLI 2,500 D&O

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Public Safety are named as Additional Insured with respects to General Liability. The coverage provided the Additional Insured applies on a primary basis.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a Political Subdivision of of FL, its Officers, Employees and Agents c/o Dept of Public Safety 20 South Military Trail West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Michael Callaway CI
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100	CONTACT NAME: PHONE (A/C, No, Ext): 214 443-3100 FAX (A/C, No): 214 443-3900 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hartford Fire Insurance Company 19682 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Emergency Specialists of Wellington, LLC 12700 Park Central Drive, Suite 900 Dallas, TX 75251		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46WECAH0978	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Practice Support Resources LLC 12700 Park Central Drive 9th Floor Dallas, TX 75251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 840 GESSNER, SUITE 500 HOUSTON, TX 77024 PH: 800-732-8619 FAX: 713-343-5025		CONTACT NAME: MARLENE EDWARDS PHONE (A/C, No, Ext): 713-343-5008 FAX (A/C, No): 713-343-5026 E-MAIL ADDRESS:																						
INSURED EMERGENCY SPECIALISTS OF WELLINGTON, LLC AND/OR THE EMPLOYED/CONTRACTED PHYSICIANS OF EMERGENCY SPECIALISTS OF WELLINGTON, LLC 10101 FOREST HILL BLVD. WELLINGTON, FL 33414		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>APPLIED MEDICO-LEGAL SOLUTIONS RRG, INC.</td> <td>11598</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	APPLIED MEDICO-LEGAL SOLUTIONS RRG, INC.	11598	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

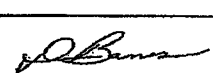
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) \$ N/A BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			N/A	N/A	N/A	EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under Y/N DESCRIPTION OF OPERATIONS below		N/A	N/A	N/A	N/A	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ N/A E.L. DISEASE - POLICY LIMIT \$ N/A
A	MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE			G-AMS-115163	11/01/12	11/01/13	\$250,000 PER CLAIM \$750,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS POLICY PROVIDES COVERAGE FOR ALL MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED BY THE ABOVE NAMED INSURED, ONLY WHILE WORKING FOR OR ON BEHALF OF THE NAMED INSURED.
 THE NAMED INSURED AND PHYSICIAN EXTENDERS SHARE IN THE PHYSICIANS LIMITS OF LIABILITY UNDER THE POLICY.
 RETROACTIVE DATE: 11/01/05

CERTIFICATE HOLDER

CANCELLATION

EMERGENCY SPECIALISTS OF WELLINGTON, LLC AND/OR THE EMPLOYED/CONTRACTED PHYSICIANS OF EMERGENCY SPECIALISTS OF WELLINGTON, LLC 10101 FOREST HILL BLVD. WELLINGTON, FL 33414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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