



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	15,538.46				
External Revenues	(15,538.46)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>0</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account Exp No: Fund 1426 Department 662 Unit 3290 Object 3401  
 Rev No: Fund 1426 Department 662 Unit 3290 RevSc var

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

This contract is 100% funded by the State of Florida through 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

Departmental Fiscal Review: Stephanie Sepioke 5/10/14

**III. REVIEW COMMENTS**

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

[Signature] 5/15/2014  
 OFMB  
 AM 5/15 2014

[Signature] 5/29/14  
 Contract Administration  
 5-29-14 BLOHecker

**B. Legal Sufficiency:**

[Signature] 5/29/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**Background and Justification: (Continued from Page 1)**

Palm Beach County Victim Services is a Certified Rape Crisis Center and leads the county-wide multidisciplinary Sexual Assault Response Team (SART). The SANE Program is an integral part of SART. In 2013, SANE nurses responded to 221 rape victims throughout the County. This is the final year Palm Beach County Victim Services and Certified Rape Crisis Center intends to contract with ESOW for SANE forensic examination services. Victim Services received confirmation that the 2014 Florida Legislative Session intends to continue funding sexual assault services for victims of sexual battery in Palm Beach County, which includes the SANE program and our dedicated sexual exam facility, Butterfly House. The Florida Department of Health is awaiting signature of the final budget by the governor. SANE exams will continue to be reimbursed through the Office of the Attorney General Bureau of Victim Compensation.

**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 AND EMERGENCY SPEICALISTS OF WELLINGTON (ESOW)** (hereinafter "First Amendment"), originally entered on October 2, 2013 ("Original Contract" filed under R-2013-1461), is made as of this 12<sup>th</sup> day of May 2014, 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 ("ESOW"), hereinafter referred to as the CONSULTANT, a limited liability company authorized to do business in the State of Florida, whose Federal I.D. is 20-3568056.

**WITNESSETH:**

**WHEREAS**, the CONSULTANT has not expended the \$100,024.32 in the contract budget funded by the Department of Health Contract #COH8Z awarded in the Original Contract reducing that portion of the contract price by \$12,340.79; and

**WHEREAS**, the parties agree to extend the CONSULTANT's scheduled end date to provide services in the area of forensic sexual assault for adult and older adolescent victims from June 30, 2014 to September 30, 2014; and

**WHEREAS**, the County agrees to amend the original contract price from \$152,521.04 to \$168,059.50 to cover the cost of the extended date for the provision of services through September 30, 2014.

**NOW THEREFORE**, the COUNTY and the CONSULTANT hereby mutually agree to enter this First Amendment and amend the Original Contract as follows:

- I. **ARTICLE 3 – PAYMENTS TO CONSULTANT:** The Original Contract is amended and the total contract price will be adjusted from \$152,521.04 to \$168,059.50, as reflected in the attached "Amended Schedule for Payment – Exhibit B-01" showing a new total contract budget.
- II. **ARTICLE 2 – SCHEDULE:** The Original Contract completion date for services is amended and extended from June 30, 2014, until September 30, 2014.
- III. **ARTICLE 21 – NONDISCRIMINATION:** The parties further agree to amend the Original Contract terms to include a reference to "genetic information" in the "Nondiscrimination" warranty representation, substituting the following paragraph under Article 21 – Nondiscrimination:

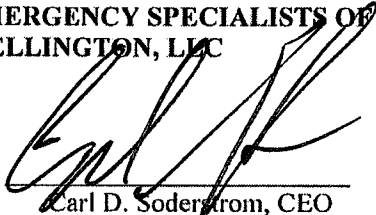
The CONSULTANT warrants and represents that all of its employees are

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, or genetic information.


- IV. All other provisions of the Original Contract are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and CONSULTANT hereto have caused this First Amendment to be executed by their officials thereupon duly authorized.

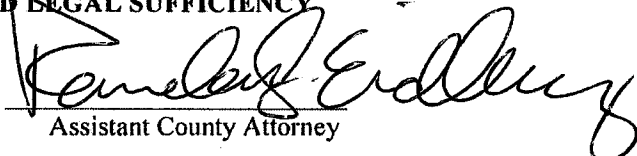
**EMERGENCY SPECIALISTS OF WELLINGTON, LLC**

By:   
Carl D. Soderstrom, CEO  
MGRM, PhyServe Investments, LLC,


**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:**

By:   
Vincent J. Bonvento  
Director of Public Safety

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By:   
Nicole Bishop  
Director of Victim Services

**AMENDED SCHEDULE FOR PAYMENT**

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

**Contract Period: July 1, 2013 through September 30, 2014**

Payment schedule is based on the following budgeted items:

**DOH COH8Z FUNDED THROUGH JUNE 30, 2014**

<b>Full Time SANE Nurse Coordinator Salary (\$5,882.56/mo)</b>	<b>\$62,683.53</b>
<b>SANE Nurse Standby Pay (\$3.36/hr)</b>	<b>\$25,000.00</b>
<b>Sub-Total</b>	<b>\$87,683.53</b>

**DOH FUNDED EFFECTIVE JULY – SEPTEMBER 2014**

<b>Full Time SANE Nurse Coordinator Salary (\$5,882.56/mo)</b>	<b>\$17,647.68</b>
<b>SANE Nurse Standby Pay (\$3.36/hr)</b>	<b>\$ 6,451.20</b>
<b>Sub-Total</b>	<b>\$24,098.88</b>

**ATTORNEY GENERAL – RAPE EXAM FUNDED**

<b>Forensic Exams (\$201.71/exam x 279 est. exams)</b>	<b>\$56,277.09</b>
<b>Sub-Total</b>	<b>\$56,277.09</b>

**TOTAL \$168,059.50**



**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)					
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>			
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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:**

Luan Nery 10/8/13  
 OFMB  
Joe J. Jacobson 10/11/13  
 Contract Development and Control  
 10-11-13 Ed Hecker

**B. Legal Sufficiency:**  
Robert E. [Signature] 10/11/13  
 General Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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



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**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:**

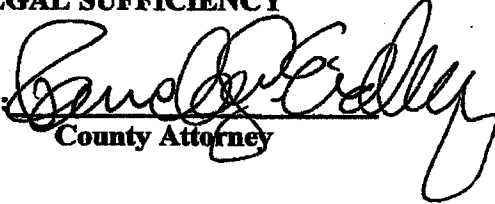
- I. Change the new total budget from \$138,147.51 to \$117,086.16, as reflected in the attached "Schedule for Payment - Exhibit B-01" (showing the new total budget).
- II. All other provisions not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified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

R2013 1460 OCT 22 2013

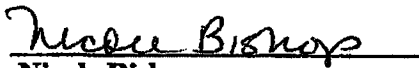
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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**

R 2013 1461 OCT 22 2013

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

This Contract is made as of the 2<sup>nd</sup> 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/liaison during the performance of this Contract shall be Nicole Bishop, telephone number 561-355-1723.

The CONSULTANT'S representative/liaison 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

R2013 1461 OCT 22 2013  
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

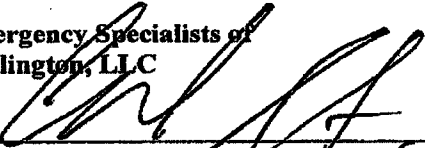
By:   
Vincent J. Bonvento  
Director of Public Safety

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 (5<sup>th</sup>) 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.

**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:

**COHSZ FUNDED**

<b>Full Time SANE Nurse Coordinator Salary</b> \$5,882.56/Month x 12 months or \$33.93/hr PRN	\$70,590.72
<b>SANE Nurse Standby Pay</b> \$3.36/hr x 8760 hrs (24*365)	\$29,433.60
<b>Sub-Total</b>	<b>\$100,024.32</b>

**ATTORNEY GENERAL – RAPE EXAM FUNDED**

<b>Forensic Exams</b> 232 x 201.71 per exam	\$46,796.72
<b>SANE Nurse Coordinator – Mileage</b> Current Florida state mileage reimbursement rate of 44.5 cents	\$1,200.00
<b>SANE On-call Nurse Meeting Attendance</b> \$22.50 per hour to attend monthly meetings (10 nurses X 10 months X 2/hrs)	\$4,500.00
<b>Sub-Total</b>	<b>\$52,496.72</b>

**TOTAL \$152,521.04**

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**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)

**ADULT/ADOLESCENT  
FORENSIC SEXUAL ASSAULT EXAMINATION (PAGE A)**

**GENERAL INFORMATION - PLEASE PRINT**

Text box area to contain reference for additional materials, extra copies of worksheets, instruction outline, timeframes for non-reports, pharmaceutical fold instructions, statewide protocol, etc.

Time of Arrival: \_\_\_\_\_

<b>NAME OF VICTIM</b>	<b>DATE OF BIRTH</b>	<b>SEX</b>	<b>RACE</b>
<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>RAPE CRISIS CENTER / MEDICAL FACILITY</b>	<b>NAME OF EXAMINER</b>	<b>EXAM DATE</b>	<b>EXAM TIME</b>
<b>LAW ENFORCEMENT AGENCY</b>	<b>LAW ENFORCEMENT OFFICER</b>	<b>CASE REPORT NO.</b>	<b>INTERPRETER</b>

**CONSENT AND RELEASE**

I hereby consent to a forensic medical examination for preservation of evidence of sexual assault. I understand that I have a right to withdraw consent at any time for any portion of the examination. I understand that the medical documentation and collection of evidence may include photographing injuries, which may include injuries to the genital area.

**For Reporting Victims:**

I do  authorize this medical facility and the examiner to perform all necessary tests, examinations, photography, and treatment, and to supply copies of all pertinent medical laboratory reports, immediately upon completion to the law enforcement agency and the State Attorney's Office having jurisdiction.

**For Non-Reporting Victims:**

I do  authorize this medical facility and the examiner to perform all necessary tests, examinations, photography, and treatment at this time. I understand that all collected evidence will be preserved in this facility or an alternate secure location for \_\_\_\_\_ (\*minimum time allotted by the law enforcement agency). During this period, I may consent to the release of the evidence to law enforcement. However, after this time period expires, the collected evidence may be destroyed.

\*See website referred to above for time frames in your area.

<b>SIGNATURE OF VICTIM</b>	<b>DATE</b>
<b>SIGNATURE OF WITNESS (EXAMINER)</b>	<b>DATE</b>
<b>PARENT OR GUARDIAN</b>	<b>DATE</b>

**THIS PAGE TO BE RETAINED BY RAPE CRISIS CENTER / MEDICAL FACILITY  
DO NOT FORWARD TO LAW ENFORCEMENT OR CRIME LAB**

(PAGE B)

MEDICAL HISTORY				
LAST MENSTRUAL PERIOD	LENGTH OF CYCLE	NOW PREGNANT		CURRENT BIRTH CONTROL METHOD(S)
		YES	NO	
PLEASE DESCRIBE ANY CURRENT MEDICAL CONDITIONS OR PRE-EXISTING PHYSICAL INJURIES:				
IS VICTIM CURRENTLY TAKING ANY MEDICATIONS? IF YES, LIST:				
IS VICTIM ALLERGIC TO ANY MEDICATIONS OR LATEX? IF YES, LIST:				
PLEASE DESCRIBE ANY RECENT (LAST 60 DAYS) ANAL-GENITAL PROCEDURES OR INJURIES:				

Vital Signs: T \_\_\_\_\_ P \_\_\_\_\_ RR \_\_\_\_\_ B/P \_\_\_\_\_

TREATMENT AND FOLLOW UP					
<b>Antibiotic Therapy:</b> Administer as indicated for infection. Also discuss possible STI's with victim, encouraging immediate prophylactic treatment when indicated.					
<b>Pregnancy Prevention:</b> Discuss options with patient thoroughly. Pregnancy prevention shall be offered by the examiner after thorough explanation and understanding of medical history and per accepted standards of care.					
Complete consent form(s) for medications.					
PROPHYLACTIC STD TREATMENT ADMINISTERED	YES	NO	TYPE	BY	
EMERGENCY CONTRACEPTION ADMINISTERED	YES	NO	TYPE	BY	
OTHER MEDICATIONS/PRESCRIPTIONS GIVEN	YES	NO	LIST	BY	
PREGNANCY TEST PERFORMED	YES	NO	RESULTS:	POS	NEG
OTHER MEDICAL TESTS PERFORMED	YES	NO	LIST	BY	
APPOINTMENT DATE / TIME				LOCATION	
OTHER REFERRALS GIVEN					

Time of Departure: \_\_\_\_\_

THIS PAGE TO BE RETAINED BY RAPE CRISIS CENTER / MEDICAL FACILITY  
DO NOT FORWARD TO LAW ENFORCEMENT OR CRIME LAB



**FORENSIC EXAMINATION (PAGE 01)**

PRE-ASSAULT HISTORY						
NAME OF VICTIM			DATE OF BIRTH		SEX	RACE
BESIDES ASSAULT, HAS VICTIM HAD SEXUAL INTERCOURSE IN THE LAST 5 DAYS? YES <input type="checkbox"/> NO <input type="checkbox"/>						
IF YES	VAGINAL	WHEN	ORAL	WHEN	ANAL	WHEN

ASSAULT HISTORY						
LOCATION OF ASSAULT				DATE	TIME	NO. OF ATTACKERS
NAME(S) OF ASSAILANT(S)				SEX	AGE	RACE
METHODS EMPLOYED BY THE ASSAILANT(S)				YES	NO	IF YES, PLEASE DESCRIBE:
USE OF WEAPONS						
PHYSICAL FORCE						
CHOKING / STRANGULATION						
THREATS OF HARM						
INJURIES INFLICTED						
BINDING OR RESTRAINT						
OTHER METHODS						
				YES	NO	IF YES, PLEASE DESCRIBE:
INVOLUNTARY INGESTION OF ALCOHOL / DRUGS						
LOSS OF MEMORY						
LOSS OF CONSCIOUSNESS						

ASSAULT DESCRIPTION						
VAGINA	PENETRATION		YES	NO	ATTEMPTED	UNSURE
	PENIS					
	FINGER					
	OBJECT					
DESCRIBE OBJECT						
ANUS	PENETRATION		YES	NO	ATTEMPTED	UNSURE
	PENIS					
	FINGER					
	OBJECT					
DESCRIBE OBJECT						

DESCRIBE ANY ANAL AND/OR GENITAL PAIN OR BLEEDING:

ORAL ASSAULT	YES	NO	ATTEMPTED	UNSURE	NON-GENITAL AGTS	YES	NO	ATTEMPTED	UNSURE
DID ASSAILANT PERFORM ORAL SEX ON VICTIM?					KISSING				
WAS VICTIM FORCED TO PERFORM ORAL SEX ON ASSAILANT?					LICKING				
					BITING				
					SUCTION MARKS				

DESCRIBE ANY NON-GENITAL PAIN OR BLEEDING:

DID EJACULATION OCCUR: YES <input type="checkbox"/> NO <input type="checkbox"/> UNSURE <input type="checkbox"/>			CONTRACEPTIVE OR LUBRICANT		TYPE/BRAND
MOUTH			CONDOM USED		
VAGINA			LUBRICANT USED		
ANUS / RECTUM			SPERMICIDE		
ON BODY			OTHER		
ON CLOTHING					
ON BEDDING					
OTHER					

ASSAULT CIRCUMSTANCES

PLEASE DESCRIBE OTHER CIRCUMSTANCES REGARDING THE ASSAULT OR OTHER STATEMENTS MADE BY THE VICTIM NOT DOCUMENTED IN OTHER AREAS OF THIS FORM


POST ASSAULT ACTIVITY

SINCE ASSAULT, HAS VICTIM:	YES	NO	IF YES, PLEASE NOTE:
URINATED			
HAD BOWEL MOVEMENT			
SHOWED			
WASHED OFF / USED BODY WIPES			
CHANGED CLOTHING			
CHANGED UNDERWEAR			
BRUSHED TEETH			
RINSED MOUTH			
ATE OR DRANK			
SMOKED CIGARETTE			
VOMITED			
DOUCHED			
CHANGED FEMININE PAD			
INSERTED / REMOVED TAMPON OR DIAPHRAGM			
OTHER			

CLOTHING

Have victim remove shoes and stand on clean drape sheet. Collect outer clothing, if applicable, and describe condition. Do not cut through any tears or stains in clothing or areas relevant to the assault. Place in evidence paper bags. Collect any debris from sheet by folding in pharmaceutical fold and placing in evidence bag. Seal and Initial. Do not use the evidence labels included in this kit. Use larger evidence labels from law enforcement. Tape shut. Retrieve properly receipt from law enforcement for each item.

OUTER CLOTHING COLLECTED	
ITEM	DESCRIPTION

COLLECT UNDERWEAR SEPARATELY AND PLACE IN AN APPROPRIATE EVIDENCE ENVELOPE. ALL ITEMS MUST BE THOROUGHLY DRIED BEFORE PACKAGING. DO NOT PLACE ANY WET ITEM IN THE KIT.

DESCRIPTION OR CONDITION OF UNDERWEAR:

--



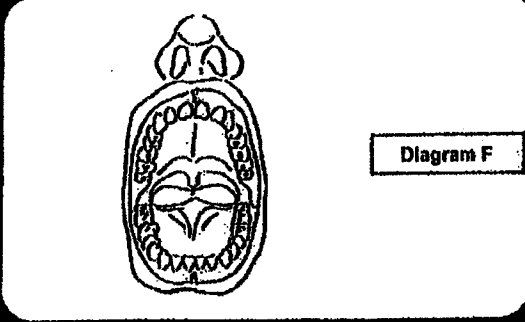
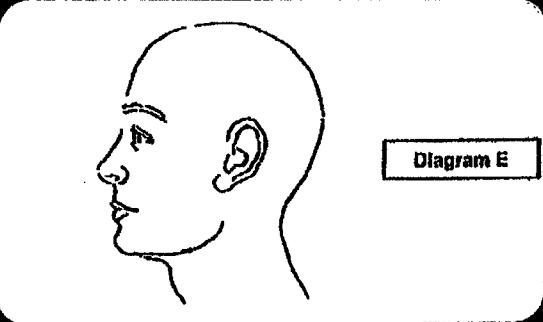
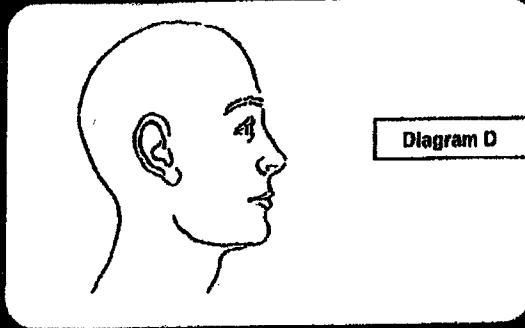
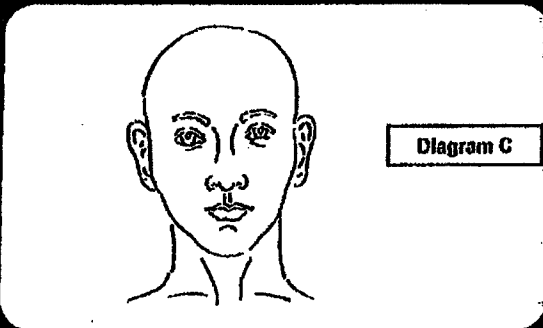
FORENSIC EXAMINATION (PAGE 04)

HEAD, NECK, AND ORAL EXAMINATION

Examine the face, head, hair, scalp, and neck for injury and foreign materials. Using a pre-moistened sterile swab, collect dried and moist secretions/stains. Thoroughly dry and place in one of the appropriate evidence envelopes provided. Foreign materials such as possible hairs and fibers should be placed in a pharmaceutical fold and placed in a labeled envelope (not provided). Seal and initial. If applicable, document findings on Diagrams C, D, and E.

Examine the oral cavity for injury and foreign materials. If oral assault is indicated, collect two swabs from the oral cavity. Using a sterile swab, swab inside of the mouth, rubbing along the gum line, inner cheek, and by the tonsils. Allow the swabs to thoroughly dry and place them in one of the appropriate evidence envelopes. Seal and initial. If applicable, document finding on diagram F.

Buccal Swab Collection: If oral swabs were collected, have the victim rinse the mouth and wait 15 minutes before obtaining this sample. Using two swabs, rub the inside of the cheek ten times with an up and down motion. Allow the swabs to thoroughly dry and place in the appropriate envelope. Seal and initial.



NOTES:

DID VICTIM INFLICT INJURY UPON ASSAILANT DURING ASSAULT? YES [ ] NO [ ] UNSURE [ ]  
IF YES, DESCRIBE INJURIES, POSSIBLE LOCATIONS ON THE BODY, AND HOW THEY WERE INFLICTED:

Collect fingernail scrapings if indicated by the history provided. Moisten a swab with sterile saline and scrape under the nail line of each finger, using a separate swab for each hand. Repeat with dry swab for each hand. Broken or torn fingernails should be cut. Do not be overly vigorous in scraping as the victim's DNA may override what is contained in the specimen. Allow swabs to thoroughly dry and place in appropriate swab sleeve. Be sure to label swab sleeve as to which swab was pre-moistened. Place swab sleeves in appropriate labeled evidence envelope (not provided). Seal and initial.

FORENSIC EXAMINATION (PAGE 05)

GENITAL EXAMINATION

Visually examine the inner thighs, external genitalia, and perineal area, and scan area with Wood's Lamp (if available). Use colposcope or other photography as indicated by history. If indicated, collect dried and moist secretions, foreign materials, and matted hair. Allow swabs to thoroughly dry and place in one of the appropriate evidence envelopes provided. Seal and initial.

Collect pubic hair combing, if appropriate. The comb provided should be used to comb any loose hairs or debris from the pubic region onto the white paper towel. Place the paper towel under the victim; comb the pubic area onto the paper towel. The comb and debris should be folded in the paper towel and the paper towel placed in the appropriate envelope provided. Seal and initial.

FEMALES

MALES

**Collection of Vaginal and Cervical Swabs:** Examine the vagina and cervix through speculum exam. Collect at least two sterile cotton swabs from the vaginal pool below the cervix. Collect two cervical swabs. Do not aspirate. Label swabs and allow them to thoroughly dry. Place the swabs in the appropriate envelope. Seal and initial.

**Collection of Penile Swabs:** Examine the penis, urethra, and scrotum. Collect two penile swabs and two scrotal swabs. Allow the swabs to thoroughly dry. Place the swabs in the appropriate envelope. Seal and initial.

**Collection of Anal Swabs:** Examine the buttocks, anus, and rectum if indicated by history. Collect two anal and/or rectal swabs, thoroughly dry and place in one of the appropriate envelopes. Seal and initial. Conduct an anoscopic exam if rectal injury is suspected or if there is any sign of rectal bleeding. Document findings on Diagram L.

**Collection of Anal Swabs:** Examine the buttocks, anus, and rectum if indicated by history. Collect two anal and/or rectal swabs, thoroughly dry and place in one of the appropriate envelopes. Seal and initial. Conduct an anoscopic exam if rectal injury is suspected or if there is any sign of rectal bleeding. Document findings on Diagram L.

Note: Use of an appropriate dye or colposcope may enhance the ability to visualize minute cuts and/or tears.

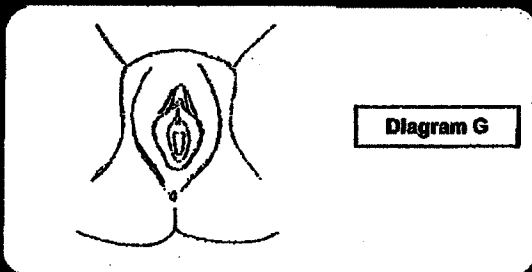


Diagram G

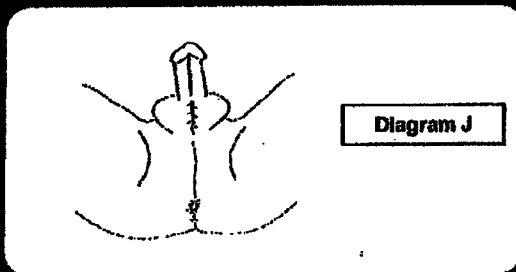


Diagram J

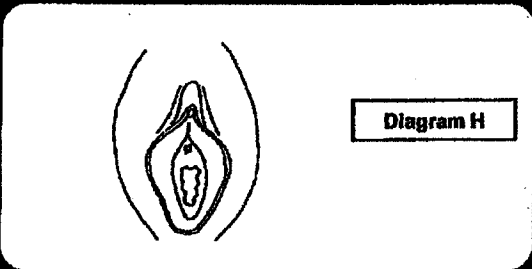


Diagram H

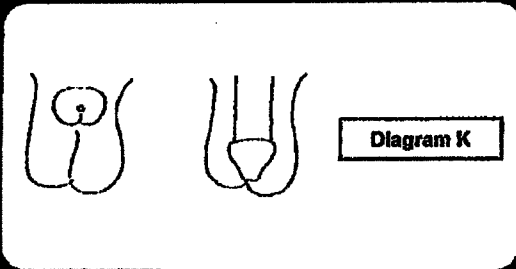


Diagram K

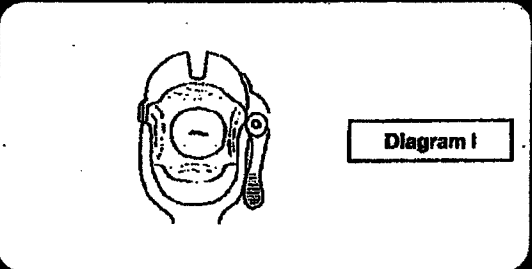


Diagram I

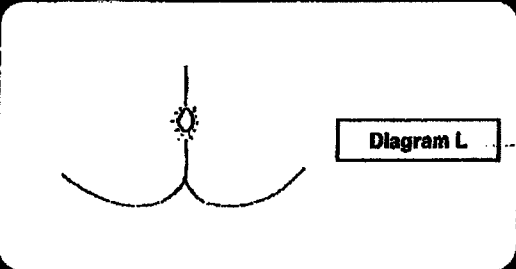


Diagram L

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FORENSIC EXAMINATION (PAGE 06)**

**PHOTOGRAPHS (IF APPLICABLE)**

**DESCRIPTION OF PHOTOGRAPHS:**

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**METHOD(S) USED:**

---

**TAKEN BY:** \_\_\_\_\_

**RETRIEVE PROPERTY RECEIPT IF PHOTOGRAPHIC EVIDENCE IS TURNED OVER TO LAW ENFORCEMENT AT TIME OF EXAM**

**TOXICOLOGY AND LAB DATA**

**COLLECT URINE AND BLOOD TOXICOLOGY AS INDICATED BY HISTORY USING A SEPARATE TOXICOLOGY KIT**

<b>TOXICOLOGY KIT COLLECTED:</b>	YES	NO	BY	_____
----------------------------------	-----	----	----	-------

**TOXICOLOGY KIT IS SEPARATE AND SHOULD NOT BE PLACED IN THE EVIDENCE KIT**

**EVIDENCE COLLECTED AND PLACED IN KIT**

ITEM	YES	NO	NOTES
UNDERWEAR			
ORAL / BUCCAL SWAB STANDARD			
ORAL SWABS			
PERINEUM SWABS			
VAGINAL SWABS			
CERVICAL SWABS			
PENILE SWABS			
SCROTAL SWABS			
ANAL SWABS			
RECTAL SWABS			
PUBIC HAIR COMBINGS			
DRIED SECRETIONS			
FOREIGN MATERIALS			
MATTED HAIR			
OTHER			
OTHER			

**COLLECTED BY:** \_\_\_\_\_

**SEALING OF THE EVIDENCE KIT AND PROCESSING PAPERWORK**

- Remove the evidence seals from the kit. Be sure each item used for collection purposes is properly labeled, tape-sealed, initialed, and returned to the kit. Do not place any blood or urine specimens, nor prepared slides into kit. Do not return any unused envelopes into the kit.
- Seal the kit with the remaining integrity seal provided and write your signature across seal.
- Provide with the sealed kit, the original completed forensic examination forms pages 01-06 to LEO, and retrieve property receipt. Chain of custody shall always be maintained, and the kit shall not be turned over without a property receipt from law enforcement.
- For the medical file only, keep the first two pages, A and B (General information including consent and release) and a copy of pages 01-06. Do not provide pages A and B to law enforcement.
- If the kit is not immediately turned over to law enforcement, please refrigerate in an access controlled location.

**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)



Client#: 941899

EMERGSPE

ACORD™

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.

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: 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. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Fire Insurance Company, NAIC #: 19682. 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

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: J.W. Wagner



# 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).

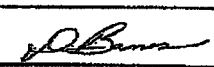
<b>PRODUCER</b> DENISE D. BARNES HEALTHCARE LIABILITY SOLUTIONS, INC. 840 GESSNER, SUITE 500 HOUSTON, TX 77024 PH: 800-732-8819 FAX: 713-343-5025		<b>CONTACT NAME:</b> MARLENE EDWARDS <b>PHONE (A/C, No, Ext):</b> 713-343-5008 <b>FAX (A/C, No):</b> 713-343-5025 <b>E-MAIL:</b> <b>ADDRESS:</b>													
<b>INSURED</b> 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>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: APPLIED MEDICO-LEGAL SOLUTIONS RRG, INC.</td> <td>11998</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: APPLIED MEDICO-LEGAL SOLUTIONS RRG, INC.	11998	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**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	ADOL RISR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> 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			N/A	N/A	N/A	EACH OCCURRENCE \$ N/A DAMAGE TO RENTED PREMISES (Per occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ N/A EMPLOYEE BENEFITS \$ N/A COMBINED SINGLE LIMIT (Per accident) \$ N/A BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	<b>AUTOMOBILE LIABILITY</b> <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	EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE  <b>DED</b> <b>RETENTION S</b>			N/A	N/A	N/A	EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under #15 #15 DESCRIPTION OF OPERATIONS below	N/A		N/A	N/A	N/A	WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ N/A E.L. DISEASE - POLICY LIMIT \$ N/A
A	<b>MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE</b>			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

<b>CERTIFICATE HOLDER</b>  EMERGENCY SPECIALISTS OF WELLINGTON, LLC AND/OR THE EMPLOYED/CONTRACTED PHYSICIANS OF EMERGENCY SPECIALISTS OF WELLINGTON, LLC 10101 FOREST HILL BLVD. WELLINGTON, FL 33414	<b>CANCELLATION</b>  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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