

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date: October 21, 2014**

Consent  
 Ordinance

Regular  
 Public Hearing

**Department: Department of Public Safety  
Division: Division of Victim Services**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to: Receive and File** a First Amendment to original contract (R-2013-1750) with Child Protection Team (CPT) of Palm Beach, Inc. to increase the total contract budget in an amount not to exceed \$642,500.00 for the period of October 1, 2013 through September 30, 2016 as required by Florida Statute-Chapter 39.304 which requires the county to pay the costs of medical evaluations for children.

**Summary:** On November 7, 2013, the county entered into a contract with Child Protection Team of Palm Beach, Inc. to provide medical evaluations for children 0-17 referred to CPT by law enforcement, Department of Children and Families and/or the courts who are alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse. At that time, the Palm Beach County Board of County Commissioners approved an exam rate of \$250 per child for up to 820 children per fiscal year. The first amendment to the contract is to increase the total cost of services for the remainder of the contract by \$27,500 as a result of an increase in the number of medical exams provided. The increased contract amount will provide services for up to 875 children in FY 2015 and FY 2016. The increased contract amount is not to exceed a total contract amount of \$642,500. R-2013-1230 authorized the County Administrator, or his designee, to execute contracts, amendments, and modifications with Child Protection Team of Palm Beach, Inc. on behalf of the Board of County Commissioners. **Countywide (PGE)**

**Background and Justification:** The CPT program is funded by legislature through the Department of Health, Children's Medical Service office. Florida Statute-Chapter 39.304 (5) provides that the county in which the child is a resident shall bear the initial costs of medical evaluations of the allegedly abused, abandoned, or neglected child. Based on the number of children who received services during the first eight months of the contract, the original contract limit of \$615,000 will not provide for sufficient funds for CPT to provide exams for the anticipated increased in the number of medical exams at an exam rate of \$250 for the remainder of the three year contract.

**Attachments:**

1. First Amendment to Child Protection Team of Palm Beach, Inc. Contract
2. Original Child Protection Team of Palm Beach, Inc Contract

**Recommended By:**

  
Department Director

  
Date

**Approved By:**

  
Assistant County Administrator

  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	13,750	13,750			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>* 13,750</b>	<b>13,750</b>			

# ADDITIONAL FTE POSITIONS (Cumulative)      0      0      0      0      0

Is Item Included In Current Budget?    Yes   X      No       

Budget Account Exp No: Fund 0001 Department 660 Unit 5220 Object 3401

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Fund: 0001 General Fund  
 Unit: 5220 Child Protective Services

\*The amended amount is included in the FY2015 budget.

Departmental Fiscal Review: Stephanie Seimok

**III. REVIEW COMMENTS**

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

Stephanie Seimok  
 9/30 OFMB      SAJ 10/1/14

Dr. J. Jacobson 10/7/14  
 Contract Administration  
 10-6-14 B Wheeler

**B. Legal Sufficiency:**

Samuel R. Edlery  
 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 CHILD PROTECTION TEAM OF PALM BEACH, INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND CHILD PROTECTION TEAM OF PALM BEACH, INC.** (hereinafter "First Amendment") amends the Original Contract (hereinafter "Original Contract" (R-2013-1750) dated November 7, 2013), to provide services in the area of medical evaluations for children who are alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse, is made as of this 27<sup>th</sup> day of September 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 Child Protection Team of Palm Beach, Inc. (hereinafter referred to as the "AGENCY" or "CPT"), a not-for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 65-0746922.

**WITNESSETH:**

**WHEREAS**, the COUNTY and CPT entered into the Original Contract (R-2013-1750) on November 7, 2013, with a termination date of September 30, 2016, and a contract price not to exceed \$615,000.00, payable each year in an amount not to exceed \$205,000.00 per fiscal year; and

**WHEREAS** the Original Contract price of \$615,000.00 will not cover the cost of the anticipated remaining medical evaluations for Fiscal Years 2015 and 2016; and

**WHEREAS**, the parties have agreed to amend the original contract price by \$27,500.00 payable in an amount not to exceed \$13,750 for each remaining Fiscal Year (FY2015 and FY2016), increasing the total original contract price to an amount not to exceed \$642,500.00; and

**WHEREAS**, the increased contract price will require an amended Scope of Work & Service Units (Exhibit "A" in the Original Contract) and an amended Schedule of Payment (Exhibit "B" in the Original Contract), referenced in ARTICLE 2 (Schedule) and ARTICLE 3 (Payments to CPT) respectively in the Original Contract.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2013-1750) and enter this First Amendment as follows:

- I. The Original Contract price is increased by \$27,500.00, payable in an amount not to exceed \$13,750 for each remaining Fiscal Year (FY2015 and FY2016), increasing the total original contract price to an amount not to exceed \$642,500.00.
- II. The Scope of Work & Service Units (i.e., number of medical examinations performed) will increase from 820 to 875, to be paid at an exam rate of \$250 per child, as reflected in the attached "Exhibit A-01 Amended Scope of Work & Service Units" which replaces Exhibit "A" attached to the Original Contract.

- III. The new total contract price/schedule of payments to CPT will increase from \$615,000.00 to \$642,500.00, as reflected in the attached "Exhibit B-01 Amended Schedule of Payments" which replaces Exhibit "B" attached to the Original Contract.
- IV. The parties further agree to amend Article I (Services) of the Original Contract to replace the COUNTY'S representative/liaison Dee Rohe, Victim Services Sr. Program Coordinator with Nicole Bishop, Victim Services Director, whose telephone number is (561) 355-1723.
- V. The parties also 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 20 – Nondiscrimination:

The AGENCY 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.
- VI. All other provisions of said Original Contract (R-2013-1750) are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

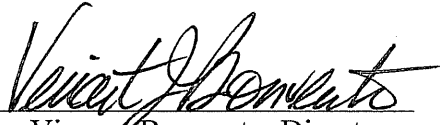
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Board of County Commissioners Beach County, Florida, through its authorized representative has made and executed this First Amendment to Original Contract (R-2013-1750), on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

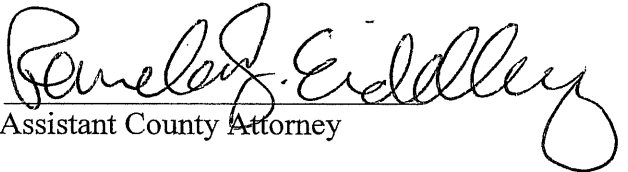
**AGENCY:**  
**Child Protection Team of Palm Beach, Inc.**

By:   
Alison J. Hitchcock  
Executive Director

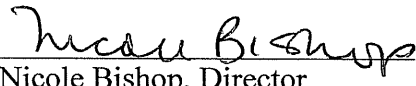
**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By:   
Vincent Bonvento, Director  
Department of Public Safety

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
Nicole Bishop, Director  
Victim/Justice Services

**EXHIBIT A-01**

**AMENDED SCOPE OF WORK & SERVICE UNITS**

**SCOPE OF WORK & SERVICE UNITS**

**Agency Name:** Child Protection Team of Palm Beach, Inc.

**Program Name:** Medical Examinations

**Overview:**

The Child Protection Team (CPT) program is funded by legislature through the Department of Health, Children’s Medical Service office. Child Protection Teams provide expertise in alleged maltreatments of child abuse and neglect, assessing risk factors, and providing recommendations for interventions to protect children and enhance families’ capacities to provide a safer environment when possible. CPT services supplement the child protective investigation activities of DCF and designated sheriff’s offices.

Florida Statue – Chapter 39.304 (5) provides that the County in which the child is a resident shall bear the initial costs of medical evaluations of the allegedly abused, abandoned, or neglected child. CPT acknowledges that the County, pursuant to F.S. 309.304(5) may seek reimbursement from the parent or legal custodian of the child or any other responsible third party payor for the cost of the examination. CPT agrees to provide the County with any and all documentation required by the County necessary to seek such reimbursement.

**Service:**

The scope of work is to fund medical evaluations for up to 875 children, ages 0-17, annually, who are the alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse, as referred to CPT by law enforcement, DCF, and/or the courts. Medical evaluations for children who are alleged victims of sexual abuse are funded through a different funding source. A medical evaluation is defined as a complete history and physical examination of a child. Children receiving services shall be residents of Palm Beach County.

This service will be based on an exam rate of \$250 per child

**EXHIBIT "B-01" AMENDED SCHEDULE OF PAYMENTS  
Amending Original Contract (R-2013-1750)**

**Agency Name:** Child Protection Team of Palm Beach, Inc.

**Contract Period:** October 1, 2013 through September 30, 2016

**Fiscal Year:** October 1 – September 30

The total Amended 3-year budget for this Contract is \$642,500.00. The AGENCY understands and agrees that the Amended contract price shall not exceed \$218,750.00 for the remaining fiscal years (FY 2015 and FY 2016). This is based on up to 875 medical examinations per fiscal year 2015 and fiscal year 2016 at the exam rate of \$250 per child.

The AGENCY shall request payment on a monthly basis. All requests for payment shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. A completed Monthly Allocation Worksheet, which includes: the service description, the cost per unit and the number of units utilized in the current month and year-to-date. A unit of service is defined as a medical examination of a child, which is defined as a complete history and physical examination.
3. A report listing a detail of expenses incurred for the month as a result of services provided through funding of this Contract to the AGENCY.

Fiscal Year (FY)	Service	Cost per Unit	Number of Units per FY	Total Cost per FY
2013-14	Medical Exam	\$250.00	Up to 820	\$205,000.00
2014-15	Medical Exam	\$250.00	Up to 875	\$218,750.00
2015-16	Medical Exam	\$250.00	Up to 875	\$218,750.00
<b>TOTAL CONTRACT</b>				<b>\$642,500.00</b>

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND CHILD PROTECTION TEAM OF PALM BEACH, INC

This Contract is made as of the 7th day of November 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 Child Protection Team of Palm Beach, Inc., hereinafter referred to as the AGENCY or CPT, a not-for-profit organization authorized to do business in the State of Florida, whose Federal I.D. is 65-0746922.

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

ARTICLE 1 - SERVICES

The AGENCY'S responsibility under this Contract is to provide services in the area of medical evaluations for children who are alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse, as more specifically set forth in the Scope of Work detailed in Exhibit "A". AGENCY services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents. No changes in the scope of work or services are to be conducted without the written approval of the COUNTY.

The COUNTY'S representative/liaison during the performance of this Contract shall be Dee Rohe, Victim Services Sr. Program Coordinator, telephone number 561-625-2565.

The AGENCY'S representative/liaison during the performance of this Contract shall be Alison Hitchcock, Executive Director, telephone number 561-433-3544, ext. 252.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2013, and complete services on September 30, 2016. The parties agree that the AGENCY will be entitled to payment for services rendered beginning October 1, 2013, 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 AGENCY

- A. The total amount to be paid by the COUNTY under this Contract for all services rendered shall not exceed a total contract amount of SIX HUNDRED, FIFTEEN THOUSAND DOLLARS (\$615,000.00), payable on a monthly basis at the rate of \$250.00 per exam, not to exceed TWO HUNDRED, FIVE THOUSAND DOLLARS (\$205,000.00) per fiscal year. The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached per fiscal year.
B. The AGENCY will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds relative

Attachment # 2
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to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation to pay the AGENCY with respect to such amounts.

- C. Payment of invoices shall be contingent on timely receipt of all required reports as set forth in Exhibit "B." Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by the COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- D. COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.
- E. Out-of-pocket expenses are not included in this contract and will not be paid by the COUNTY.
- F. **Final Invoice:** In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'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 AGENCY.

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

Signature of this Contract by the AGENCY 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 AGENCY'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 AGENCYs. 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 AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY 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 AGENCY shall stop work on the date and to the extent specified.

**ARTICLE 6 - PERSONNEL**

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

All of the AGENCY'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 does not allow subcontracting by the AGENCY for services under this contract.

**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 AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY 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. AGENCY 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. AGENCY 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 AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.

- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$500,000 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 AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY 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, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** AGENCY 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 AGENCY 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 AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY 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  
Department of Public Safety  
20 S. Military Trail  
West Palm Beach, FL 33415

- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **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**

AGENCY 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 AGENCY.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY 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 AGENCY 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 AGENCY.

**ARTICLE 14 - CONFLICT OF INTEREST**

The AGENCY 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 AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

**ARTICLE 15 - ARREARS**

The AGENCY 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 AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY 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 AGENCY 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 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**ARTICLE 18 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 19 - ACCESS AND AUDITS**

The AGENCY 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 AGENCY'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 AGENCY, 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 20 - NONDISCRIMINATION**

The AGENCY 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 21 - AUTHORITY TO PRACTICE**

The AGENCY 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 22 - 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 23 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs 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 24 - 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 AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY 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 AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY 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 AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

**ARTICLE 25 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Nicole Bishop, Director of Victim Services  
205 North Dixie Highway, Room 5.1000  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401

If sent to the AGENCY, notices shall be addressed to:

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

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AGENCY 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 27 - CRIMINAL HISTORY RECORDS CHECK**

If AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY 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. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS**

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

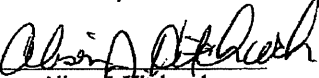


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.


R2013 1750

DEC 03 2013

CHILD PROTECTION TEAM OF  
PALM BEACH, INC.

By:   
Alison F. Hitchcock  
Executive Director


PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By:   
Vincent J. Bonvento  
Director of Public Safety

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Nicole Bishop  
Director of Victim Services

**SCOPE OF WORK & SERVICE UNITS**

**Agency Name:** Child Protection Team of Palm Beach, Inc.

**Program Name:** Medical Examinations

**Overview:**

The Child Protection Team (CPT) program is funded by legislature through the Department of Health, Children's Medical Service office. Child Protection Teams provide expertise in alleged maltreatments of child abuse and neglect, assessing risk factors, and providing recommendations for interventions to protect children and enhance families' capacities to provide a safer environment when possible. CPT services supplement the child protective investigation activities of DCF and designated sheriff's offices.

Florida Statue – Chapter 39.304 (5) provides that the County in which the child is a resident shall bear the initial costs of medical evaluations of the allegedly abused, abandoned, or neglected child. CPT acknowledges that the County, pursuant to F.S. 309.304(5) may seek reimbursement from the parent or legal custodian of the child or any other responsible third party payor for the cost of the examination. CPT agrees to provide the County with any and all documentation required by the County necessary to seek such reimbursement.

**Service:**

The scope of work is to fund medical evaluations for up to 820 children, ages 0-17, annually, who are the alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse, as referred to CPT by law enforcement, DCF, and/or the courts. Medical evaluations for children who are alleged victims of sexual abuse are funded through a different funding source. A medical evaluation is defined as a complete history and physical examination of a child. Children receiving services shall be residents of Palm Beach County.

This service will be based on an exam rate of \$250 per child

Attachment # 2

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**SCHEDULE OF PAYMENTS**

**Agency Name:** Child Protection Team of Palm Beach, Inc.  
**Contract Period:** October 1, 2013 through September 30, 2016  
**Fiscal Year:** October 1 – September 30

The total 3-year budget for this Contract is \$615,000.00. The AGENCY understands and agrees that the contract price shall not exceed \$205,000.00 per fiscal year. This is based on the exam rate of \$250 per child up to 820 children per fiscal year.

The AGENCY shall request payment on a monthly basis. All requests for payment shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer
2. A completed Monthly Allocation Worksheet, which includes: the service description, the cost per unit and the number of units utilized in the current month and year-to-date. A unit of service is defined as a medical examination of a child, which is defined as a complete history and physical examination.
3. A report listing a detail of expenses incurred for the month as a result of services provided through funding of this Contract to the AGENCY.

Fiscal Year (FY)	Service	Cost per Unit	Number of Units per FY	Total Cost per FY
2013-14	Medical Exam	\$250.00	Up to 820	\$205,000.00
2014-15	Medical Exam	\$250.00	Up to 820	\$205,000.00
2015-16	Medical Exam	\$250.00	Up to 820	\$205,000.00
<b>TOTAL CONTRACT</b>				<b>\$615,000.00</b>