

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 20, 2015 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Approve an interlocal agreement for services with the Florida Department of Health – Palm Beach County (FLDOH-PBC) in the amount of \$43,000 for the period October 20, 2015 through September 30, 2017 to provide sexually transmitted disease (STD) prophylactic treatment and related medical services to victims of sexual assault; and

B) Authorize the County Administrator or his designee to execute contracts, amendments, and modifications with the Florida Department of Health – Palm Beach County on behalf of the Board of County Commissioners.

Summary: Palm Beach County Victim Services & Certified Rape Crisis Center (PBCVS) responds to sexual assault victims on a 24-hour basis with a Victim Advocate and a Sexual Assault Nurse Examiner (SANE). Sexual assault evidentiary collection exams are performed by SANE nurses at either the Butterfly House, a dedicated forensic exam facility operated by Victim Services, or at any emergency room (ER) in Palm Beach County. While Palm Beach County ER's may provide post-assault medication, the Butterfly House does not. This interlocal agreement affords the victim an additional option and more time post-assault to consider seeking prophylactic treatment. **Countywide (JB)**

Background and Justification: This interlocal agreement provides a funding mechanism for victims of sexual assault to be referred to the FLDOH – PBC by Victim Services to receive STD prophylactic treatment and related medical services to victims of sexual assault. Prior to receiving a referral, a sexual assault post exposure risk assessment is conducted to identify victims at significantly high risk for the transmission of HIV/STDs.

Attachments

- 1) Interlocal Agreement for Services with the Florida Department of Health – Palm Beach County

Recommended by: Stephanie Lepore 9/25/15
for Department Director Date

Approved By: Stephanie Sepinok 9/25/15
for Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs	21,500	21,500			
External Revenues	(21,500)	(21,500)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>	<u>0</u>		

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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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 Rev Source 6999

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

Fund: 1426 Public Safety Grants
 Unit: 3290 SART Program
 Program: Sexual Assault Rape Exam Fund

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Sherry M
 9/28 OFMB 9/28/15

Dr. J. Jant 9/30/15
 Contract Administration
B Wheeler 9-29-15

B. Legal Sufficiency:

James Bond 10/1/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT FOR
SERVICES WITH
FLORIDA DEPARTMENT OF HEALTH – PALM BEACH COUNTY**

This Interlocal Agreement, hereinafter referred to as contract, is made as of the _____ day of _____, 20____, 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 Florida Department of Health – Palm Beach County, a Government Entity authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including, but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-3502843.

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

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide sexually transmitted disease (STD) prophylactic treatment and related medical services to victims of sexual assault, 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 Rob Shelt, Sr. Program Manager, telephone no. 561-625-2525.

The ENTITY'S representative/liaison during the performance of this Contract shall be Catherine Johnson, Program Manager & Contract Manager, telephone no. 561-671-4032.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on October 20, 2015 and complete all services by September 30, 2017. The parties agree that the ENTITY will be entitled to payment for services rendered beginning on October 20, 2015, notwithstanding the date the contract is executed by the Board of County Commissioners or its designee.

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

ARTICLE 3 - PAYMENTS TO ENTITY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of FOURTY-THREE THOUSAND dollars (\$43,000.00). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY 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 ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed N/A Dollars (\$ N/A), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY 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 ENTITY'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 ENTITYs. 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 ENTITY 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 ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written

notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY'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 ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY’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 ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY 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 ENTITY 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 ENTITY 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 ENTITY 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 ENTITY shall provide the COUNTY with a copy of the ENTITY's contract with any SBE subcontractor or any other related documentation upon request.

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

The ENTITY 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

The ENTITY, as a state agency, has insurance coverage under the States Risk Management System, which provides coverage for the liability limits set forth in Section 768.28, Florida Statutes.

If requested, the ENTITY shall provide the COUNTY with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity statutes, which the COUNTY recognizes as acceptable for the above-mentioned coverages.

ARTICLE 11 – INDEMNIFICATION

Both the COUNTY and ENTITY, as state agencies or subdivisions of the state, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes, for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by either the COUNTY or ENTITY to be sued by third parties in any matter arising out of this Agreement. This Section shall survive the expiration or earlier termination of this interlocal agreement.

ARTICLE 12 - LIABILITY

The parties to this INTERLOCAL AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - 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 ENTITY.

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

The ENTITY 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 ENTITY 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 ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'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 17 - ARREARS

The ENTITY 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 ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill

the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY 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 ENTITY 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 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

The ENTITY 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 ENTITY'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 ENTITY, 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 22 - NONDISCRIMINATION

The ENTITY 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.

ENTITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if ENTITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 23 - AUTHORITY TO PRACTICE

The ENTITY 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 24 - 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 25 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs 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 26 - 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 ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

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

ARTICLE 27 - 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
Department of Public Safety
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, FL 33401

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

Catherine Johnson, Program/Contract Manager
FLDOH - PBC, Health Access Division
800 Clematis Street, Suite 5-529
West Palm Beach, FL 33401

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY 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 26- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

If ENTITY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the ENTITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ENTITY 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 ENTITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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 ENTITY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

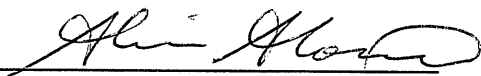
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ENTITY:
Florida Department of Health -
Palm Beach County

By: _____
County Attorney


Signature

Dr. Alina Alonso, M.D.
Typed Name

APPROVED AS TO TERMS
AND CONDITIONS

Director
Title

By: 
Department Director

(corp. seal)

SCOPE OF WORK

Background

Palm Beach County Victim Services & Certified Rape Crisis Center (PBCVS) responds to sexual assault victims on a 24-hour basis with a Victim Advocate and a Sexual Assault Nurse Examiner (SANE). Sexual assault evidentiary collection exams are performed by SANE nurses at either a dedicated forensic exam facility operated by Victim Services called Butterfly House, adjacent to the Wellington Regional Medical Center, or at any emergency room (ER) in Palm Beach County. While Palm Beach County ER's may provide post-assault medication, the Butterfly House does not. SANE nurses complete a sexual assault post exposure risk assessment to identify victims at significantly high risk for the transmission of HIV/STDs. The SANE provides the victim with their options for follow-up care, which may include services from the treating ER and/or FLDOH – PBC.

Victim Services' Role

If the victim elects follow-up care from the FLDOH – PBC, a PBCVS advocate will call to schedule a fast-track appointment and will accompany the survivor to the post-assault initial examination and any subsequent follow-up examinations. The PBCVS advocate will bring the completed registration form to the appointment and present it to the designated registrar.

Florida Department of Health – Palm Beach County (FLDOH-PBC)

The FLDOH – PBC shall provide the following:

- Outpatient post-assault medical care, prophylaxis, and treatment of sexually transmitted diseases to adult and adolescent victims of sexual assault referred by PBCVS for an initial post-assault medical examination at the following service delivery location:
 - Palm Beach Health Center, 1150 45th Street West Palm Beach, FL
- Designation of a specific liaison to schedule appointments for sexual assault victims referred by PBCVS.
- Fast-track appointments the day of the referral, not later than 24 business hours from time of referral to appointment time (FL DOH is closed on the weekends).
- Adhere to appointment times with wait times not exceeding thirty minutes.
- Screen patients for financial assistance for follow-up appointments beyond the Initial Evaluation and Treatment or Problem Focused Follow-up. Unauthorized visits shall not be the financial responsibility of PBCVS.

Post-assault Initial Medical Examination includes the following procedures:

- Prophylaxis, following CDC recommended regimens:
 - Chlamydia
 - Gonorrhea
 - Trichomonas
 - Hep B Vaccine 1 dose (if not immunized or UK status)
 - Pregnancy prevention (if indicated and with negative pregnancy test)

Discussion regarding possibility of HIV prophylaxis, including toxicity & lack of proven benefit

Counseling regarding prophylaxis, including symptoms of STDs and abstinence from sexual intercourse until STD preventive treatment is completed.

- Lab:
 - Hep BsAb (if not immunized or UK status, born prior to 1986)
 - Hep BsAg (all victims)
 - HIV rapid test (when possible)
 - CBC (if initiating HIV PEP)
 - CMP (if initiating HIV PEP)

Post-assault Hep B Vaccination

Hep B vaccine doses 2 and 3

SCHEDULE OF PAYMENTS / CONTRACT SCHEDULE

The total 3-year budget for this agreement is \$43,000 calculated as follows: FY16: \$21,500, FY17: \$21,500. Exam rate(s) are detailed in Table 1.

Table 1

Service Type	Initial Evaluation & Treatment by PBCHD (expanded problem-focused exam)	Hep B Vaccine (2 nd Dose)	Hep B Vaccince (3 rd Dose)	Problem-focused Follow-up Visit (TBD/case-by-case)
STD Visit	\$78.05			\$45.76
Hep B antibodies	\$28.68			
Hep B (vaccine 1 st dose)	\$85.85	\$85.85	\$85.85	
Labs for PEP HIV	\$23.18			
TOTAL	\$215.76	\$85.85	\$85.85	\$45.76

Note:
Hep B Ab include: HB sAB and Hep B sAG
Labs-PEP include: CBC and CMP
Heb B 2 & 3 dose include administration

The FLDOH – PBC shall request payment on a monthly basis through submission of a completed invoice. All requests for payment shall include the following:

1. An original cover memo on ENTITY letterhead signed by an authorized representative.
2. A report listing a detail of expenses incurred as a result of services provided through funding of this agreement, which includes: PBC Victim Services’ client number, service type, cost per service, total cost incurred for the month seeking reimbursement, and total year-to-date cost.