

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: October 18, 2022	[ X ] Consent	[ ] Regular
	[ ] Ordinance	[ ] Public Hearing

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

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Affiliation Agreement #50D63 with State of Florida, Department of Health, Palm Beach County Health Department (Department) for activities related to achieving competency in performing medical forensic exams to the County's Victim Services and Certified Rape Crisis Center Forensic Nurses for a three (3) year term beginning August 1, 2022 or the latest date of signature by the parties through July 31, 2025 which may be renewed for one, three (3) year term with no financial obligations.

**Summary:** The Department is a state agency with seven health centers located throughout the County. The Division of Victim Services (DVS) employs up to twelve (12) Forensic Nurses. In order to perform a Forensic Sexual Assault exam, the nurses are required to observe four (4) medical forensic exams under the guidance of a preceptor and demonstrate competency by performing ten (10) medical forensic exams under the guidance of a preceptor. In order to facilitate the Forensic Nurses in meeting their required competencies, DVS is seeking to execute an agreement with the Department for activities related to achieving competency for the Forensic Nurses. The agreement is needed to outline the respective duties, responsibilities, policies and procedures that will be undertaken by the Department and the County regarding the Forensic Nurse competency requirement. The County will coordinate with the Department for learning opportunities and rotations at the C.L. Brumback Health Center in Belle Glade. The Department will designate an experienced Advanced Practice Registered Nurse (APRN), Medical Doctor (MD) or Physician Assistant (PA) to provide trainings for gynecological exams and speculum competency to Forensic Nurses. Countywide (SF)

**Background and Justification:** Palm Beach County Victim Services is a Certified Rape Crisis Center and leads the county-wide multidisciplinary Sexual Assault Response Team (SART). The Forensic Nurse Program is an integral part of SART. In FY 2021, Forensic Nurses responded to 203 rape victims throughout the County. When a new Forensic Nurse is hired, if they did not come to us trained, they must go through a period of training, which includes demonstration of competency to perform a forensic sexual assault exam. **Continued on page 3.**

**Attachments:**  
1) Memorandum of Agreement #50D63

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Recommended By:	<u></u>	<u>9/20/22</u>
	Department Director	Date
Approved By:	<u></u>	<u>10/5/2022</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* _____	_____	_____	_____	_____

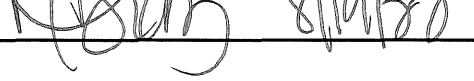
**# ADDITIONAL FTE**

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X  
 Budget Account Exp No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Obj. \_\_\_\_\_ Prog. \_\_\_\_\_  
 Rev No: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Rev. \_\_\_\_\_ Prog. \_\_\_\_\_


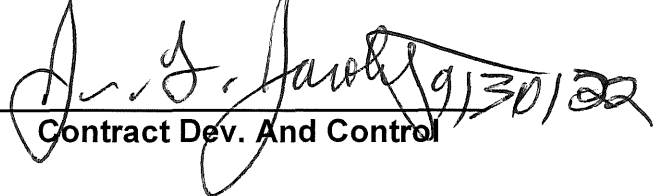
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* The fiscal impact is indeterminable. This agreement is not intended to create financial obligations between the Department and the County. In the event that cost are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party will be responsible for their own cost.

C. Departmental Fiscal Review: \_\_\_\_\_  


**III. REVIEW COMMENTS**

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

 9/22/22  
 OFMB 9/22/22  
 9/30/22  
 Contract Dev. And Control

**B. Legal Sufficiency:**

 10/4/22  
 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**

The Forensic Nurse Manager, employed by the DVS, oversees the training. Funding for sexual assault services for victims of sexual battery in Palm Beach County, which includes the Forensic Nurse program and Butterfly House (our dedicated sexual exam facility) is a recurring expense in the State of Florida budget. Forensic Nurse sexual assault exams will continue to be reimbursed through the Office of the Attorney General Bureau of Victim Compensation.

**AGREEMENT BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
PALM BEACH COUNTY HEALTH DEPARTMENT  
AND  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Palm Beach County, hereinafter referred to as the DEPARTMENT and the Palm Beach County Board of County Commissioners, hereinafter referred to as the COUNTY. This agreement delineates responsibility of the Department and the County, for activities related to achieving competency in performing medical forensic exams to the County's Victim Services and Certified Rape Crisis Center Forensic Nurse Examiners FORENSIC

**RECITALS**

The COUNTY agrees:

1. To provide competent FORENSIC Nurses that are licensed registered nurses (RN) and employed by the County for learning opportunities and rotations at the C.L. Brumback Health Center located at 38754 State Road 80, Belle Glade, FL 33430.
2. To work in accordance with all DEPARTMENT procedures, policies, protocols, rules and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in health care at DEPARTMENT facilities.
3. To ensure FORENSIC Nurses observe four (4) medical forensic exams under the guidance of a Department preceptor and demonstrate competency by performing ten (10) medical forensic exams under the guidance Department preceptor.
4. To provide or assure that FORENSIC Nurses have the necessary, required, and appropriate teaching materials and ensure FORENSIC Nurses report to C.L. Brumback Health center for new employee orientation.
5. To submit to the DEPARTMENT a schedule indicating the number and names of FORENSIC Nurses who will be participating in the learning opportunities under this agreement and the names of the faculty members who will be indirectly supervising FORENSIC Nurses during the FORENSIC Nurses' rotation at DEPARTMENT facilities.
6. To designate a contact person for evaluation and scheduling of FORENSIC Nurse rotations and facilitation of communication between the parties.
7. To provide direct supervision of FORENSIC Nurses whenever FORENSIC Nurses are at DEPARTMENT facilities or provide indirect supervision of FORENSIC Nurses engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT. Pursuant to this Agreement, FORENSIC Nurses will only be assigned to mutually agreeable practicum experiences.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the

learning experiences and FORENSIC Nurse performance in caring for patients.

9. To ensure that general and professional liability insurance insuring the COUNTY, its employees, and its FORENSIC Nurses who will be in training under this agreement, with limits of liability coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof. It is a material term of this agreement and necessary that the COUNTY, its employees, and its FORENSIC Nurses who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the COUNTY, its employees, and its FORENSIC Nurses who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the COUNTY shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to FORENSIC Nurses beginning their internship under this agreement and annually thereafter. COUNTY shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring COUNTY out of compliance with this paragraph. Failure of the COUNTY to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the COUNTY is a public college or university in Florida, the COUNTY may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

10. To be fully responsible for its acts of negligence, or its agents'/FORENSIC Nurses' acts of negligence when acting within the scope of their employment, education or agency, and agrees to be liable for any damages resulting from said negligence.

11. Unless COUNTY is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the COUNTY, its agents, FORENSIC Nurses, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any county to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. To assure that FORENSIC Nurses maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The COUNTY will take steps to assure FORENSIC Nurses' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the COUNTY to require FORENSIC Nurses to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The COUNTY assures that FORENSIC Nurses have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining FORENSIC Nurses' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the FORENSIC Nurses are defined as members of the

DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, FORENSIC Nurses are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any FORENSIC Nurses who do not access any confidential information.

13. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if COUNTY does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the COUNTY and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

**If the COUNTY has questions regarding the application of Chapter 119, Florida Statutes, to the COUNTY's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

14. To assure that all FORENSIC Nurses are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to FORENSIC Nurses beginning their rotation at the DEPARTMENT. The COUNTY agrees to take steps to assure that FORENSIC Nurses, and any COUNTY personnel that accompany FORENSIC Nurses or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that FORENSIC Nurse or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To designate experienced Advanced Practice Registered Nurse (APRN), Medical Doctor (MD) or Physician Assistant (PA) to provide trainings for gynecological exams and speculum competency, to FORENSIC Nurses.
2. To provide Advanced Practice Registered Nurse (APRN), Medical Doctor (MD) or Physician

Assistant (PA) as program preceptor for FORENSIC Nurses, but such preceptors will not substitute for or diminish the requirement that COUNTY provide faculty supervision as set forth above.

3. To ensure experienced Advanced Practice Registered Nurse (APRN), Medical Doctor (MD) or Physician Assistant (PA), determines competency of FORENSIC Nurses in all areas of the gynecological exams.
4. To allow FORENSIC Nurses to work autonomously, once competency has been determined.
5. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
6. To make available to the faculty and FORENSIC Nurses of the COUNTY the DEPARTMENT facilities as agreed upon by both designated contact persons.
5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.
6. To give COUNTY five days' notice prior to removing from the rotation program any FORENSIC Nurses not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.
7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an educational experience FORENSIC Nurses. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, FORENSIC Nurses, or other faculty.
8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the COUNTY, its officers, employees, FORENSIC Nurses, and agents, or any third parties.

#### General Terms.

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, FORENSIC Nurses or employees. FORENSIC Nurses shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations

on the part of the other party.

2. Remedies; Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to FORENSIC Nurses, faculty, or COUNTY in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Bostella Walker, APRN  
Title: Director of Nursing  
Address: 800 Clematis Street West Palm Beach, FL 33401  
Telephone: (561) 671-4052  
Fax: (561) 983-9323  
E-mail: [Bostella.Walker@flhealth.gov](mailto:Bostella.Walker@flhealth.gov)

For COUNTY

Name: Carol Messam-Gordon, MPA  
Title: Program Coordinator  
County Name: Palm Beach County Victim Services & Certified Rape Crisis Center  
Address: 4210 N. Australian Ave. West Palm Beach, FL 33407  
Telephone: (561) 625-2568  
(Fax): (561) 845-4424  
E-mail: [Cmessamg@pbcgov.org](mailto:Cmessamg@pbcgov.org)

4. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from August 1, 2022 or the latest date of signature by the parties, whichever is later, through July 31, 2025. This agreement may be renewed for one, three (3) a year renewal. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed



upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

6. **Entire Agreement and Modification.** This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. **Jurisdiction and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Palm Beach County, Florida.

8. **Capacity:** Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. **Counterparts:** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. **Cooperation with the Inspector General:** COUNTY acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

**END OF PAGE**

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTRROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

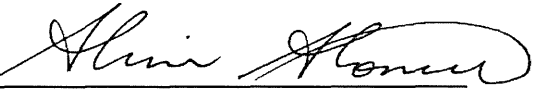
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Richard Sena  
County Attorney

FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY

APPROVED AS TO TERMS AND CONDITIONS

By:  \_\_\_\_\_  
Alina Alonso, MD, Director

By:  \_\_\_\_\_  
Stephanie Sejnoha  
Department Director