

AGREEMENT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH,
BROWARD COUNTY HEALTH DEPARTMENT

and

BROWARD COUNTY

This Agreement made and entered into upon the date of execution between the State of Florida Department of Health (DOH), Broward County Health Department, hereinafter referred to as "BCHD" or the "Department," and Broward County, a political subdivision of the State of Florida, hereinafter referred to as "Broward County," to provide for provision of STI and HIV testing; provide non-occupational post exposure prophylaxis (nPEP) treatment to victims of sexual assault, and courier services for the purpose of transporting biological samples obtained by Broward County's Nancy J. Cotterman Center (NJCC) to the DOH Bureau of Laboratories, Miami, FL (BOL).

WHEREAS, in accordance with Chapter 381, Florida Statutes, the Department shall conduct communicable disease prevention and control programs; and,

WHEREAS, in accordance with Chapter 381, Florida Statutes, BCHD is to focus attention on identifying, assessing, and controlling the presence and spread of communicable diseases; and,

WHEREAS, the Department in conjunction with Broward County and its NJCC desire to coordinate and offer to the victims of sexual assault the opportunity to obtain STI and HIV testing and nPEP; and,

WHEREAS, the Department collects biological samples as a matter of course from its operations and routinely sends same to the BOL; and,

WHEREAS, BCHD and Broward County work collaboratively in furtherance of meeting the health needs of the residents of Broward County; and,

WHEREAS, NJCC is a Broward County agency; and,

WHEREAS, Broward County is willing and is in agreement with the BCHD to provide STI and HIV testing and prescribe non-occupational post exposure prophylaxis to sexual assault victims at its NJCC site; and,

WHEREAS, it is in the interest of public health and is in furtherance of the Department's mission to protect and promote the health of all residents and visitors in Broward County to assist in the transportation of biological samples from the NJCC secured as a result of sexual assault forensic medical examinations to the Department's laboratory for testing; and,

WHEREAS, the Department has agreed to permit Broward County to deposit such samples with the Front Desk Laboratory Staff at BCHD's Fort Lauderdale Health Center for transport by BCHD to the BOL as a courtesy and in furtherance of the Health Department's mission; and,

WHEREAS, the Department has its own courier service that makes daily deliveries to the BOL;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. Recitals:

The parties mutually agree that the foregoing recitals are true and correct and are incorporated herein by reference.

II. Responsibilities

The parties agree to perform the responsibilities outlined in Exhibit A, "Responsibilities".

III. Force Majeure:

Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

IV. Indemnification:

The parties to this Agreement are governmental entities per the provisions of section 768.28, Florida Statutes, and thus each party agrees to be liable to the limits as set forth in 768.28, Florida Statutes, for its acts of negligence or omissions or intentional tortuous acts which result in claims or suits against them, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

V. HIPAA:

Where applicable, the Department and Broward County agree that they will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

VI. Notices:

Any notice required or permitted to be given under this Agreement shall be sent in writing by registered mail or certified mail with "Return Receipt Requested," by email with return receipt, or by hand delivery to the parties at the addresses set forth in Exhibit B, "Contact Information" or to any other address of which notice of change is given to the parties hereto.

VII. Term and Termination:

1. The term of this Agreement shall begin on October 1, 2022, or the date it is fully executed by both parties, whichever is later, and shall continue through September 30, 2023. It shall be automatically renewed for three one (1) year consecutive terms.
2. This Agreement may be terminated by either party, with or without cause, by submitting notice of such intent in writing at least fifteen (15) days in advance.

VIII. Modification:

No modification, amendment, or alteration in the terms or conditions contained in Sections I through XIV herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by an authorized representative of both parties. For Broward County, the authorized representative shall be its County Administrator.

Modifications or alterations to any of the Exhibits may be effected by written mutual agreement signed by authorized representatives of both parties. For Broward County, the authorized representative shall be the Human Services Department Director or Deputy Director.

IX. Compliance with Laws:

Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

X. Governing Law:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

XI. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

XII. Assignment:

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party.

XIII. Authority:

Each person 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.

XIV. Duplicate Originals:

The parties agree that the Agreement may be executed in multiple counterparts, each of which will be deemed an original document but all of which will constitute a single document. An electronic copy of this Agreement and any signatures thereof shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties hereto have caused this 11 page Agreement to be executed by their undersigned officials and duly authorized.

BROWARD COUNTY	STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT
SIGNED:	SIGNED:
NAME:	NAME: PAULA M. THAQI, M.D., MPH
TITLE:	TITLE: DIRECTOR, DOH-BROWARD
DATE:	DATE:

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: Karen S. Gordon 4-26-22
Karen S. Gordon
Senior Assistant County Attorney

EXHIBIT A
RESPONSIBILITIES

I. Broward County agrees to the following:

1. NJCC will obtain specimens for chlamydia, gonorrhea, syphilis, and 4th Generation HIV testing (unless client declines) for all survivors.
2. For nonoccupational HIV Postexposure Prophylaxis (nPEP), eligible survivors age 13 and older, NJCC will collect blood specimen(s) for base-line Liver (AST/ALT) and Kidney (BUN/Creatinine) function, Hepatitis (B and C) panel, and CBC (*Note: CBC Lab is not a requirement for nPEP; if unable to send to Quest Lab within 48 hours, nPEP should still be given*).
3. For survivors eligible for nPEP, NJCC will directly observe the initial dose of nPEP therapy, and then supply the remainder of doses per Center for Disease Control (CDC) guidelines free of charge.
4. For survivors eligible for nPEP, NJCC will complete the following forms:
The Post-Exposure Prophylaxis for HIV (PEP) Form (Attachment 1) and the **nPEP Letter of Medical Necessity Form** (Attachment 3) and forward to nPEP navigator at 954-713-3134.
5. For all survivors NJCC will directly observe the initial dose of the prophylaxis treatment for sexually transmitted infections (STI) including, Chlamydia, Gonorrhea (GC), Trichomoniasis, and Bacterial Vaginosis (BV). In addition, NJCC will supply the remainder of doses per the CDC guidelines free of charge.
6. For survivors eligible for pregnancy prophylaxis, NJCC will directly observe single dose of pregnancy prophylaxis as per CDC guidelines free of charge.
7. Deposit biological STI samples, HIV, and Hepatitis Panel identified by NJCC for the State Laboratories on a daily basis, as needed, Monday through Friday from 3pm until 5pm, with the exception of designated State of Florida holidays, at following location:

**DOH-Broward
Fort Lauderdale Health Center
First Floor, Lab Room 78
2421 SW 6th Avenue
Fort Lauderdale, FL 33315**

8. Comply with the State of Florida Department of Health and the Broward County Health Department laboratory specimens packaging and shipment (P&S) protocol as established by federal, state, and administrative rules and regulations including, but not limited to, training instructions and proper packing for transportation as currently enacted or as amended from time to time.
9. Comply with federal and state laws regarding lab records, reports, patient test management, quality assurance of specimens collected, and packaging and shipping of laboratory specimens.
10. Utilize a Biological Specimen Drop off sheet or other mutually agreed form to establish a chain of custody for the biological specimens, a copy of which is attached hereto as Exhibit "C" and incorporated herein as if set forth in full, and which may be modified upon written consent of the DOH-Broward Executive Community Health Nursing Director.
11. Make arrangements with Quest Diagnostics Laboratories for biological specimen pick-up directly from NJCC of CBC, liver, and kidney function tests.
12. Fax the lab results for Hepatitis Panel and HIV (normal and abnormal).
13. Request the following medications and ancillary supplies from Broward DOH Pharmacy to be provided to survivors free of charge. Request via e-mail to DOH-Pharmacy within 5 business days, 9 am to 4 pm.
 - a) nPep
 1. Truvada 200 mg/ 300 mg
 2. Tivacay 50 mg
 - b) STI Prophylaxis
 1. Doxycycline 100 mg
 2. Metronidazole 500 mg
 3. Ceftriaxone 500 mg

- c) Pregnancy Prophylaxis
 - 1. Plan B
- d) Ancillary Supplies
 - 1. Diluent
 - 2. Amber Vial and Cap
 - 3. Pre-printed labels
 - 4. Epi Pen (0.3 mg and 0.15 mg)
 - 5. Syringe(s) with needle(s)
- 14. Maintain inventory on the **Medication Administration Record (MAR)** (Attachment 2) and email a copy to DOH Pharmacy on a weekly basis.
- 15. Create a 2-point security access to medications which will only be accessible to medical staff.
- 16. Utilize **DOH's Packing Slip** (Attachment 4) to request and receive medication.

II. The Department of Health in Broward agrees to the following:

- 1. Provide partner services and linkage to care for all clients with a positive STI or HIV results.
- 2. Review and provide medical follow-up on nPEP base-line lab results.
- 3. Upon notification from NJCC, provide follow-up to client by the nPEP navigator via phone call/s to client and schedule medical visit at 28 days per nPEP protocol or sooner, if necessary, for repeat Labs and medical follow-up. In addition, nPEP navigator will ensure all lab results are received and reviewed by the DOH-Broward Senior Physician.
- 4. Pay for all lab services for biological samples from State and Quest Laboratories.
- 5. Supply NJCC with all blood tubes for biological specimen collection, vacutainers, and butterfly needle kits, Quest lab requisitions, and HIV (DH Form 1628) upon request.
- 6. Receive and store biological samples daily, Monday through Friday between the hours of 3pm and 5pm, with the exception of designated State of Florida holidays, at the following location:

Fort Lauderdale Health Center
 First Floor, Lab Room 78
 2421 SW 6th Avenue
 Fort Lauderdale, FL 33315
- 7. Deliver biological samples identified by NJCC for the State the next business day after delivery, with the exception of designated State of Florida holidays, to:

Florida Department of Health
 Public Health Bureau of Laboratories, Miami Branch
 1325 NW 14th Avenue
 Miami, FL 33125
- 8. Notify Broward County, to the extent possible, by telephone and email in the event the Department will not be performing its courier service. The Department reserves the sole right to unilaterally refuse to transport any biological specimen that does not comport to federal and state laws regarding lab records, reports, patient test management, quality assurance of specimens collected, and packaging and shipping of laboratory specimens and in accordance with the Biological Substances Category B Packing and Transportation Requirements issued by the Center for Disease Control (2009).
- 9. For survivors eligible for nPEP, STI and pregnancy prophylaxis, the Florida Department of Health Broward will:
 - a. Upon request, provide nPEP Therapy, STI/ pregnancy prophylaxis and ancillary supplies free of charge as per CDC recommended guidelines as listed in **section 1, #13** of Broward County responsibilities.
 - b. Arrange for delivery of requested items within 5 business days, 9 am to 4 pm.
 - c. Conduct at minimum quarterly assurance visits at NJCC.

EXHIBIT B
CONTACT INFORMATION

The DOH Broward contact information is as follows:

Barbara Bateman, BSN, RN

Executive Community Health Nursing Director
780 SW 24th Street
Fort Lauderdale, FL 33315
Email: Barbara.Bateman@flhealth.gov
Phone: (954) 847-8007 or 954-551-6273
Facsimile: (954) 762-3647

Michael Weissman
PrEP/nPEP Navigation Program Manager
Broward County Health Department
780 SW 24th Street
Fort Lauderdale, FL 33315
Phone: (954) 467-4700, ext. 3101
Facsimile: (954)713-3134

With a copy to:

Paula Thaqi, M.D., MPH, Director
Broward County Health
Department 780 SW 24th Street
Fort Lauderdale, Florida 33315
Phone: (954) 467-4001
Email: Paula.Thaqi@FLHealth.gov
Facsimile: (954) 760-7798

Broward County's contact information is as follows:

Casey Woolley, Human Services Section Administrator Nancy J. Cotterman Center
400 NE 4th Street
Fort Lauderdale, FL 33301
Phone: (954) 357-5610
Email: cwoolley@broward.org
Facsimile: (954)357-5779

With copies to:

Carol Cook, Director
Broward County Crisis Intervention and Support Division 624 NW 15th Way
Fort Lauderdale, FL 33301
Phone: (954) 357-9590
Email: ccook@broward.org
Facsimile: (954) 357-8204

Tara Gaudin, Department Director
Broward County Human Services Department
115 S. Andrews Ave, 303
Fort Lauderdale, FL 33301
Phone: (954) 357-6466
Email: tgaudin@broward.org
Facsimile: (954) 468-3592

Exhibit C

Nancy J. Cotterman Center (NJCC) Biological Specimen Drop-off Sheet

Specimen	Date	Time	Dropped at FDOH-Broward by (Print & Sign)	Received at FDOH-Broward by(Print & Sign):	Receipt #	Transport to DOH BOL Miami by:	Date	Time	RECEIVED DOH BOL Miami by:	Date	Time
Urine Aplima											
Blood									Signature		
Culture									print name		

Sheet Completion Guidelines:

- All Biological Specimen Drop-off Sheets will be kept in NJCC lab binder at Florida Department of Health Broward (FDOH-Broward) at all times. All Specimens dropped of at the FDOH-Broward will be in a completely sealed container and have a receipt number affixed on the outside of the sealed container On the outside of all specimen boxes , please indicate To: Miami State Lab with address and From: Nancy J. Cotterman with address.
Miami State Lab 1325 NW 14th Avenue, Miami, FL 33125 Nancy J. Cotterman Center, 400 NE 4th Street Ft. Lauderdale, FL 33301
- NJCC staff will drop off specimens by 3 PM on a daily basis to ensure next business day delivery to DOH BOL Miami by FDOH-Broward courier.
- NJCC staff will only drop off biological specimen at: 2421 SW 6th Ave, Fort Lauderdale, FL; first floor; Hallway 11; Room 78 (laboratory).
- NJCC staff will only drop off specimens to the below designated lab technician(s).
 - o Joanne Forbes

If above named Lab Technicians are not available, NJCC staff will contact Ms. Barbara Bateman, BSN, RN at 954-467-4700 ext. 4467, Cell: 954-551-6273 for clarification.
Only one Biological Drop-off Sheet is to be completed on a daily basis.

- Biological Specimen Drop-off Sheet is to be completed in full and as follows:**
 - o NJCC Staff circles if blood or Urine/Aplima or Culture specimen is dropped-off
 - o NJCC staff documents date and time of drop-off
 - o NJCC staff signs "Dropped at FDOH-Broward by" column Print & Sign
 - o FDOH-Broward staff signs "Received at FDOH-Broward by" colu Print & Sign
 - o FDOH-Broward documents receipt # of sealed specimen. If specimen container is not sealed, FDOH Broward will not accept.
- FDOH-Broward documents the name, date, and time of transportation to DOH Bureau of Laboratories at: 1325 NW 14th Avenue, Miami, FL 33125
Transporter of specimen ensures receiver signs, dates, and indicates time
FDOH-Broward courier is responsible for returning the signed copy of the drop-off sheet to the designated binder
- NJCC staff will collect original Biological Specimen Drop-off sheet on a daily basis.
 - A copy of Biological Specimen Sheet will be maintained by Florida Department of Health Broward (FDOH-Broward).

Revised NJCC & FDOH-Broward 3/15/17

ATTACHMENT 1

**Post-Exposure Prophylaxis for HIV (PEP)
HIV POST EXPOSURE
Prophylaxis Program**

For Immediate assistance please call the pharmacy

STEP 1: PATIENT INFORMATION

Patient Name: _____ Phone: _____
Street Address: _____ Date of Birth: _____
City, State, Zip: _____
Drug Allergies: _____ Gender: _____
Other Medications: _____ Alt. Contact: _____

STEP 2: INSURANCE INFORMATION

Insurance information attached (front and back copy of insurance card) in place of below field
 Not applicable – patient uninsured

Insurance Name and Type: _____ RX Grp: _____
Insurance Phone #: _____ RX BIN: _____

STEP 3 (FOR PROVIDER TO FILL OUT)

Date and time of exposure _____

Medication	Dose/Strength	Directions	Quantity	Providers Initials
Truvada (Emtricitabine/Tenofovir)	200mg/300mg	Take 1 tablet by mouth daily with or without food	30	
Tivicay (Dolutegravir)	50 mg	Take 1 tablet by mouth daily with or without food	30	

Provider Name: _____ NPI: _____
Address: _____ DEA: _____
Phone: _____ Office _____
Fax: _____ Contact: _____

PHYSICIAN SIGNATURE REQUIRED

STEP 4: E-mail to DOH nPEP Navigator



Florida Health
Broward County

Medication Administration Record (MAR)

Nancy J. Cotterman
Center



MEDICATION NAME & STRENGTH: _____

PAGE START DATE: _____

INVENTORY START AMOUNT: _____

DATE	PT NAME	DATE OF BIRTH	BEGINNING INVENTORY	QUANTITY GIVEN	ENDING INVENTORY	LOT & EXPIRATION	NURSE NAME	TIME	INITIAL

PAGE END DATE: _____

INVENTORY END AMOUNT: _____

Nurse giving medication must complete this in entirety at time of administration.
These pages must be kept and sent to DOH Pharmacy weekly (Fax: 954-467-4878)

ATTACHMENT 3

Letter of Medical Necessity

Date: _____

To Whom It May Concern:

This letter, written on behalf of my patient, _____, is to indicate the medical necessity of treatment for Post Exposure Prophylaxis (PEP) and support my request for an expedited approval and coverage of medications.

This patient was potentially exposed to the human immunodeficiency virus (HIV) on _____ . Please approve the immediate coverage of Truvada (tenofovir + emtricitabine), plus Tivicay (Dolutegravir), so that the patient may begin treatment within the recommended 72-hour timeframe of potential HIV exposure.

Given the urgent nature of this timely request, please approve this medication immediately so that my patient is able to successfully prevent HIV transmission.

Sincerely,

Name: _____

Agency: _____

ATTACHMENT 4

DOH BROWARD CHD PHARMACY
2421 SW 6th Ave, Fort Lauderdale, FL 33315
Phone: 954-467-4700 Ext 5301 Fax: 954-467-4467



PACKING SLIP / WORK ORDER #:	DATE:
SHIP FROM:	SHIP TO:
DOH Broward Pharmacy 2421 SW 6 th Ave, Fort Lauderdale, FL 33315 954-467-4700 Ext 5301 Pharmacy Permit: PH6758 DDC Permit 54:219	<input type="checkbox"/> DOH Broward: Paul Hughes Health Center 205 NW 6 th Ave, Pompano Beach, FL 33060 954-467-4700 Ext 5315 Pharmacy License: PH3685 Permit: 54:168 <input type="checkbox"/> DOH Broward: Mills Health Center 900 NW 31 st Ave, Fort Lauderdale, FL 33311 954-467-4700 Ext 4467 Permit: 54:167 <input type="checkbox"/> Broward County Nancy J. Cotterman Center 400 NE 4 th Street, Fort Lauderdale, FL 33301 954-357-5785 Permit: NOT FOR DISPENSING

Drug Name	Mfg / NDC	Lot #	Exp. Date	Quantity

Prepared by (Technician Print & Sign): _____ Date: _____
 Checked by (Pharmacist Print & Sign): _____ Date: _____
 Received by (Print & Sign): _____ Date: _____
 Received by (Print & Sign): _____ Date: _____