

9301-05

**AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE SEXUAL ASSAULT NURSE EXAMINER**

**THIS AGREEMENT** is made and entered into on this 1st day of October, 2013, by and between the City of Jacksonville, for and on behalf of its Sexual Assault Response Center, hereinafter referred to as the “**CITY**” and Gloria Scheiner, whose address is 1932 Perregrine Circle South Jacksonville, Florida 32259, hereinafter referred to as the “**PROVIDER**” to provide professional services to CITY at its Sexual Assault Response Center, located at 403 West 10<sup>th</sup> Street, Jacksonville, Florida, or at such other facilities as may be mutually agreed to by the **CITY** and **PROVIDER**.

**WITNESSETH:**

**WHEREAS**, the PROVIDER performing services as set forth herein shall do so under the supervision of the City of Jacksonville’s Medical Director or “on call” as reasonably necessary for the specific circumstances involved; and

**WHEREAS**, the PROVIDER is acting as an agent of CITY and, as such, PROVIDER is subject to the direct supervision of the Medical Director, and shall share the same benefits and be responsible for the same obligations, as any agent of the City of Jacksonville; and

**WHEREAS**, in obtaining the Services of the Nurse Examiner the CITY’s procurement procedures have been followed as evidenced by the Administrative Award BID No. P04-14 AD#4 attached hereto and, by this reference, made a part hereof as Exhibit “A”; now therefore

**IN CONSIDERATION** of the mutual covenants and agreements hereinafter contained, CITY and Provider agree as follows:

1. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

2. Duties and Obligations of the PROVIDER:

The PROVIDER agrees to provide the following services as needed for CITY:

- a) To work under the medical supervision of the City’s Medical Director and administrative supervision of the Program Manager of the Behavioral and Human Services Division.
- b) To follow all appropriate guidelines and medical standards in affording victims of sexual assault quality services in all areas of the PROVIDER’S expertise.
- c) To provide on-call coverage as needed.
- d) To respond to the CITY within 45 minutes of a call, provide medical forensic examination for the victim, assessing treatment needs and

collection of evidence, all within those guidelines set forth and supervision provided by the Medical Director.

- e) To participate in training provided by the CITY, if possible.
- f) To forfeit on-call fees if unavailable when scheduled.
- g) To provide such licensing and personnel information as may be reasonably required by the Medical Director.
- h) To be available for expert witness court appearance as needed.
- i) To attend any peer review meetings as reasonably scheduled by the Medical Director.
- j) To submit all reasonable documentation required by the Medical Director according to schedules as reasonably set forth by the Medical Director.
- k) To provide and evaluate medically those patients for whom service is provided and provide consultation and referral when necessary.
- l) To obtain from the patient, laboratory specimens for control of sexually transmitted disease and treat according to standing orders.
- m) To document findings and follow-up on laboratory results.

3. Compensation: The CITY agrees to compensate the PROVIDER for services rendered as follows:

- a) \$25.00 per 12-hour on-call shift plus \$200.00 for each examination conducted.
- b) All fees for services shall be paid monthly for the previous month's service directly to the PROVIDER when all required documentation has been executed and submitted.
- c) The maximum indebtedness of the CITY under this Agreement shall not exceed \$8,000.00. In the event that the services performed hereunder approach the upper end of said maximum indebtedness, this Agreement will be amended to adjust the maximum indebtedness accordingly.

4. Additional Covenants. CITY and the PROVIDER further agree as follows:

- a) This agreement will be effective **October 1, 2013** and will expire **September 30, 2014** unless terminated sooner as provided herein.
- b) This agreement shall not confer any of the benefits of the City.
- c) All client information and records shall be kept at the CITY.
- d) This Agreement, or designated services purchased by the Agreement, may be terminated by either party, with or without cause upon thirty (30) days written notice to the other party. Said notice shall be by certified mail, return receipt requested, or by similar delivery of equal dignity.

- e) As Provider is an agent of the City of Jacksonville, the City of Jacksonville shall provide legal counsel, pay all litigation costs and defend, settle and pay all claims up to the limit allowed by law with regard to any services related claims made against Provider, consistent with the coverage allowed under Section 768.28, Florida Statutes.

5. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

6. In the provision of the Services, the PROVIDER must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

7. In conformity with the requirements of Section 126.404, *Ordinance Code*:

The PROVIDER represents that, to the extent that he/she hires employees, he/she has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The PROVIDER agrees that, on written request, he/she will permit reasonable access to his/her records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that the PROVIDER shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. The PROVIDER agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 7 shall be incorporated into and become a part of the subcontract.

8. In accordance with Chapter 126, Part 6, *Ordinance Code* and to the extent that the PROVIDER uses subcontractors in performing Services under this Agreement, the following shall apply; provided however, if no subcontractors are used the following shall not apply:

- a) *Generally.* When PROVIDER receives payment from the CITY for labor, services or materials furnished by or subcontractors and suppliers hired by the PROVIDER, the PROVIDER shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after the PROVIDER'S receipt of payment from the CITY. Nothing herein shall prohibit the PROVIDER from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, PROVIDER may dispute the disputed portion of any such payment only after the PROVIDER has provided notice to the CITY and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said subconsultant, subcontractor or supplier within ten (10) calendar days after PROVIDER'S receipt of payment from the CITY. The PROVIDER shall pay all undisputed amounts due within the time limits imposed by this Section.
- b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), PROVIDER shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the CITY, under this Agreement, within seven (7) business days after PROVIDER'S receipt of payment from the CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the PROVIDER, the PROVIDER shall provide to the CITY, with its requisition for payment, documentation that sufficiently demonstrates that PROVIDER has made proper payments to its certified JSEBs or MBEs from all prior payments the PROVIDER has received from the CITY. PROVIDER shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to the PROVIDER. If PROVIDER withholds payment to its certified JSEBs or MBEs, which payment has been made by the CITY to the PROVIDER, the PROVIDER shall return said payment to the CITY. PROVIDER shall provide notice to the CITY and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and said JSEBs or MBEs within five (5) calendar days after the PROVIDER'S receipt of payment from the CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld, by the CITY, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the CITY.
- c) *Third Party Liability.* The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the CITY and any subcontractor, supplier, JSEB or MBE or any third party or create any CITY liability for PROVIDER'S failure to make timely payments hereunder. However, PROVIDER'S failure to comply with the Prompt Payment requirements shall constitute a material

breach of PROVIDER'S contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the PROVIDER, may: (i) issue joint checks; and (ii) charge the PROVIDER a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or MBEs, whichever is greater.

9. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. In conformity with Section 126.305, *Ordinance Code*:

The PROVIDER understands and agrees that execution of this Agreement by the PROVIDER shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the PROVIDER hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the PROVIDER agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

11. In conformity with Section 126.306, *Ordinance Code*:

The PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**[Remainder of page is intentionally left blank. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: [Signature]  
James R. McCain, Jr.  
Corporation Secretary



[Signature]  
Brown, Mayor

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

In accordance with the Ordinance of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]  
Director of Finance  
CITY Contract Number: 9301-05

Form Approved: <sup>85</sup>  
[Signature]  
Office of General Counsel

WITNESS:

NURSE EXAMINER

By: [Signature]  
Print Name: Rebecca Terry

By: [Signature]  
Print Name: Gloria Scheiner  
Date: 10/1/13

By: [Signature]  
Print Name: Georgianne Taylor

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