

**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 (45CFR 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 the date it is fully executed by both parties and shall continue for a period of one (1) year from that date and shall be automatically renewed for two one (1) year consecutive terms unless either party requests in writing a change of the termination date of this Agreement.
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.

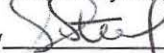
**XIV. Duplicate Originals:**

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.

<b>BROWARD COUNTY</b>	<b>STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT</b>
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  1/30/19  
Sandy Steed (Date)  
Assistant County Attorney

By  1/30/19<sup>3</sup>  
Karen S. Gordon (Date)  
Senior Assistant County Attorney

EXHIBIT A  
RESPONSIBILITIES

**I. Broward County agrees to the following:**

1. In addition to testing presently done by NJCC for, chlamydia, gonorrhea and syphilis, NJCC will collect a blood specimen for 4<sup>th</sup> generation HIV testing (unless client declines).
2. For nPEP eligible clients, collect blood specimen for base-line Liver (AST/ALT) and Kidney (Creatinine) function tests, and Hepatitis B and C panel and CBC for nPEP to eligible sexual assault victims age 13 years or older. (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 clients, eligible for nPEP, NJCC will complete the **nPEP Authorization For Use and Disclosure of Protected Health Information (PHI) form**, including the HIV records Form (Attachment 1), the **nPEP Walgreens Prescription Form (Attachment 2)** and the **nPEP Letter of Medical Necessity Form (Attachment 3)**. All above mentioned forms will be transmitted by facsimile to one of four participating Walgreens pharmacy's selected by the client (Attachment 4) and to the DOH Broward nPEP navigator at 954-713-3134 .
4. 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 6<sup>th</sup> Avenue**  
**Fort Lauderdale, FL 33315**
5. 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.
6. 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.
7. 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 BCHD Executive Community Health Nursing Director.
8. Make arrangements with Quest Diagnostics Laboratories for biological specimen pick-up directly from NJCC of CBC, liver and kidney function tests.

**II. The Health Department agrees to the following:**

1. Provide partner services and linkage to care for all clients with a positive STI or HIV test.
2. Review and provide medical follow-up of nPEP base-line lab testing.
3. Upon notification from NJCC, provide follow-up to client by the nPEP navigator via phone call/s to client and schedule MD 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).



EXHIBIT B  
CONTACT INFORMATION

**The Department's contact information is as follows:**

Barbara Bateman, BSN, RN  
Executive Community Health Nursing Director  
Broward County Health Department  
780 SW 24<sup>th</sup> Street  
Fort Lauderdale, FL 33315  
Email: [Barbara.Bateman@FLHealth.gov](mailto:Barbara.Bateman@FLHealth.gov)  
Phone: (954)467-4700, ext. 5725  
Facsimile: (954)762-3647

PrEP/nPEP Navigation Program Manager  
Broward County Health Department  
780 SW 24<sup>th</sup> Street  
Fort Lauderdale, FL 33315  
Phone: (954)467-4700  
Facsimile: (954)713-3134

**With a copy to:**

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

**Broward County's contact information is as follows:**

Roger Robinson, Human Services Section Administrator  
Nancy J. Cotterman Center  
400 NE 4<sup>th</sup> Street  
Fort Lauderdale, FL 33301  
Phone: (954) 357-5775  
Email: [rogrobinson@broward.org](mailto:rogrobinson@broward.org)  
Facsimile: (954)357-5779

**With copies to:**

Carol Cook, Director  
Broward County Crisis Intervention and Support Division  
115 S. Andrews Ave  
Fort Lauderdale, FL 33301  
Phone: (954) 357-9590  
Email: [ccook@broward.org](mailto:ccook@broward.org)  
Facsimile: (954)357 8204

Kimm Campbell, Director  
Broward County Human Services Department  
115 S. Andrews Ave, 303  
Fort Lauderdale, FL 33301  
Phone: (954) 357-6385  
Email: [kicampbell@broward.org](mailto:kicampbell@broward.org)  
Facsimile: (954)468-3592



ATTACHMENT 1

POST EXPOSURE PROPHYLAXIS FOR HIV (nPEP)  
AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION,  
INCLUDING HIV RECORDS

I, \_\_\_\_\_, \_\_\_\_\_, (\_\_\_\_\_) \_\_\_\_\_  
(Name of client/legal representative) (Date of birth) (area code) (Phone number)

authorize, Broward County's Nancy J. Cotterman Center to release my medical records to the pharmacy checked below to use in my follow up care. I further authorize the release of my medical records to the State of Florida Department of Health located in Broward County. I understand these medical records may have information relating to acquired immunodeficiency syndrome (AIDS) or human immunodeficiency virus (HIV) infection. If necessary, the pharmacy identified below as well as the State of Florida Department of Health might also need to share my health information with other health care professionals for my continued care. I can ask to see or receive a copy of anything released. The clinic or the State of Florida Department of Health can contact me at the telephone numbers I listed above to help me arrange follow up care.

**Information is authorized to be released to the following for the purpose of continued care:**

Florida Department of Health-Broward County, 780 SW 24<sup>th</sup> Street, Ft. Lauderdale, FL 33315

\_\_\_ Walgreens Specialty Pharmacy, 2540 NE 15<sup>th</sup> Street, Wilton Manors, FL 33305

\_\_\_ Walgreens Specialty Pharmacy, Care Resource, 871 W. Oakland Park Blvd., Oakland Park FL 33311

\_\_\_ Community, Walgreens Pharmacy, 1201 NE 26<sup>th</sup> Street, Wilton Manors, FL 33305

\_\_\_ Walgreens #4569, 3895 W Broward Blvd, Ft. Lauderdale, FL 33312

I understand that I do not have to sign this Authorization form in order to receive treatment from the Nancy J. Cotterman Center

\*Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*I may revoke this authorization at any time by notifying the above-referenced records custodian listed at the top of this page. I may revoke by sending a copy of this form with the work "revoked" on it, and signed and dated by me. I understand that such revocation will not have any effect on any information already used or disclosed. This authorization form expires not later than one year from the date of my signature above. I may receive a copy of the information to be disclosed. I understand I am not required to sign this form in exchange for receiving treatment. I understand that payment for care, enrollment in a health plan or eligibility for benefits will not be conditioned upon signing the form. I understand that I may refuse to sign this form.





**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: \_\_\_\_\_ SS#: \_\_\_\_\_  
 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: \_\_\_\_\_  
 Member ID: \_\_\_\_\_ PCN: \_\_\_\_\_

**STEP 3: PRESCRIPTIONS (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: \_\_\_\_\_

**STEP 4: FAX TO WALGREENS PHARMACY**

Please include:  Statement of Medical Necessity, Authorization for Use and Disclosure of Protected Health Information

**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:** \_\_\_\_\_

# Medication Pick Up

It is VERY important that you begin taking your medication after today's visit. We can fax your medication order to one of the following pharmacies:



### Walgreens Specialty Pharmacy

**Wilton Manors**  
2540 NE 15<sup>th</sup> St.  
Wilton Manors, FL 33305  
Hours: 9-6, M-F and 9-2 Saturday  
Phone: (954) 390-0445  
Fax: (954) 390-7069



### Walgreens Specialty Pharmacy at Care Resource

871 W Oakland Park Blvd., Suite #100  
Oakland Park, FL 33311  
Hours: 8-5:30, M-F, until 7:30pm Wednesdays  
Phone: (954) 233-2121  
Fax: (954) 396-4202



### Community, A Walgreens Pharmacy at the Shoppes at Wilton Station

1201 NE 26<sup>th</sup> St, Suite #110  
Wilton Manors, FL 33305  
Hours: 8-6, M-F  
Phone: (954) 568-3789  
Fax: (954) 568-3210

The pharmacy at this Walgreens Retail location is open 24 hours a day

### Walgreens #4569

3895 W Broward Blvd  
Fort Lauderdale, FL 33312  
Hours: 24 hours/7 days  
Phone: (954) 316-6641  
FAX: (954) 316-6733

