

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

Meeting Date: December 4, 2007 Consent Regular
 Workshop Public Hearing

Department

Submitted By: Community Services

Submitted For: Other County Sponsored Programs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contracts with the following agencies, totaling \$428,120 for the period and services as indicated:

- A. Early Learning Coalition of Palm Beach County, Inc. for the period October 1, 2007, through June 30, 2008, in the amount of \$300,000 for subsidized child day care services;

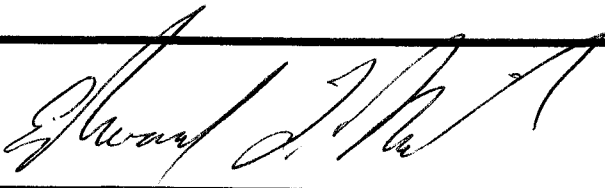
- B. Palm Beach County Health Department for the period October 1, 2007, through September 30, 2008, in the amount of \$128,120 to provide in-depth, comprehensive counseling for recalcitrant HIV positive clients tested by the PBCPHU and necessary punitive actions for repeat offenders. Recalcitrant HIV positive clients are those who are non-compliant and engage in behavior to spread transmission of the infection. Examples of punitive action include court ordered counseling, behavior modification, hospitalization, and isolation.

Summary: On July 11, 2007, and September 20, 2007 the Board of County Commissioners approved the list of agencies and funding allocations under the Financially Assisted Agency (FAA) Program, and subsequently adopted a budget for FY 2008 that included funds for Other County sponsored programs. The contracts being recommended for approval reflect the funding amounts previously approved by the Board. Additional contracts will be forthcoming upon receipt of all required information. Countywide (TKF)

Background & Justification: In providing for human services needs, Palm Beach County augments its own services mix by providing financial assistance to community-based organizations. This program was established in the early 1980's to overcome the adverse impact of reduced federal funding. More recent federal and state funding reductions emphasize the need for continuing County financial assistance to these organizations. Funded organizations are monitored by the Community Services Department to maintain strict fiscal integrity. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a reimbursement basis only, at a rate not to exceed 1/12 of the contracted total per month, and funds cannot be used to initiate or to pursue litigation against the County.


Attachments:

- 1. Contract with Early Learning Coalition of Palm Beach County
- 2. Contract with Palm Beach County Health Department

Recommended by:  11-14-2007

Department Director

Date

Approved by:  11/16/07

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>428,120</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>428,120</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 001 Dept 741 Unit 250/280 Object Var
 Program Code _____

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

County Funds

C. Departmental Fiscal Review: *REW*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

John Durb 11-8-07
 SS 11/7/07 OFMB *tm* 11/6/07 *cn* 11/5/07

Jim J. Jacola 11/14/07
 Contract Dev. and Control
 6 Jan 11/4/07

B. Legal Sufficiency:

 Assistant County Attorney

*These contracts comply with
 all review requirements.
 The effective dates
 are retroactive -*

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Palm Beach County Health Department, hereinafter referred to as the AGENCY, a governmental agency of the State of Florida, whose address is **2633 Vista Parkway, West Palm Beach, FL 33411**.

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

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE AGENCY:

The AGENCY agrees, during the term of this Contract, to provide Physical Health services within Palm Beach County as specifically set forth in the Scope of Work, Exhibit "A" attached hereto.

The AGENCY shall coordinate its services with the Palm Beach County Community Services Department, and shall submit all invoices, reports and records to the Department as specifically set forth in the Scope of Work and Article 9, hereof.

ARTICLE 2 - PAYMENTS TO AGENCY/REIMBURSABLE:

The COUNTY shall pay to the AGENCY as partial reimbursement of the AGENCY'S expenses for services rendered an amount not to exceed **One Hundred Twenty-Eight Thousand, One Hundred and Twenty Dollars (\$128,120.00)**. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, for expenses actually incurred and paid, up to the amounts set forth in Exhibit "B" for each service/program category, for those services provided under the Scope of Work. The amount billed in any month shall not, however, exceed 1/12th of the contract, or \$10,676.66. However, the AGENCY may submit a cumulative billing request for more than the sum of \$ 10,676.66, if the preceding month's billing did not equal the 1/12th share. All Requests for Payment under the terms of this Contract shall include copies of receipts, checks, invoices, payroll check registers for reimbursement of personnel costs, or other documents 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 authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes. Any amounts not billed or submitted in time for payment by the end of the COUNTY'S fiscal year (September 30th) shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amount.

ARTICLE 3 - PAYMENT OF INVOICES:

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity and accuracy and approved by the Community Services Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference the Document Number (formerly Resolution) under which this Contract was approved. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "B", attached hereto. All invoices must clearly state that goods and/or services were invoiced to AGENCY and not to

an individual or "Cash". In the case of reimbursement for a portion of a salary, as delineated in the Schedule of Payments, the canceled check submitted as invoice must be payable to the referenced individual and memorandum as such on the check.

ARTICLE 4 - AVAILABILITY OF FUNDS:

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - LIABILITY:

Prior to execution of this contract by the COUNTY, the AGENCY shall provide certificates evidencing insurance coverage as required here under.

The Department as a state agency agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes for its own negligent acts which result in claims or suits against the Department or the Palm Beach County Community Services arising out of this Agreement, and agrees to be liable to the limits set forth in herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement. The Palm Beach County Community Services agrees to be fully responsible for its own negligent acts which result in suits or claims against the Palm Beach County Community Services or the Department arising out of this Agreement, and agrees to be liable for any damages proximately caused by said acts or omissions.

ARTICLE 6 - WARRANTY/PERSONNEL:

The AGENCY warrants that all services shall be performed by skilled and competent personnel meeting the professional standards set forth in this agreement. Any changes or substitutions in the AGENCY'S key personnel as may be listed herein must be made known to the COUNTY'S representative, prior to the execution, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

ARTICLE 7 - NONDISCRIMINATION:

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 8 - AGENCY'S PROGRAMMATIC AGREEMENTS:

The AGENCY further agrees:

1. To allow COUNTY through its Community Services Department to monitor AGENCY. To assure that its goals and conduct as outlined in the Scope of Work, Exhibit "A", are adhered to.
2. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
3. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
4. That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
5. To submit a Utilization Report to the Community Services Department, in such form and detail as may be specified by COUNTY, within 15 days of the COUNTY'S fiscal year midpoint (not later than April 15th) and end point (not later than October 15th) that reflects the AGENCY'S progress in attaining it's goals as outlined in the Scope of Work (Exhibit "A").

Copies of the required forms-have been supplied to the AGENCY. Failure to submit completed reports will result in a delay in payment and/or termination of this Contract. The AGENCY shall maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years. However, if litigation or unresolved audit questions remain the records shall be retained until the litigation or audit findings have been resolved.

6. The Palm Beach County Board of County Commissioners at its regular meeting of March 1, 1994, approved the following Contracting for Services Criteria to which the AGENCY further agrees:

CONTRACTING FOR SERVICES CRITERIA

- a. The agency shall be a private not-for-profit corporation, or a recognized public (governmental) organization, duly chartered and registered with the Florida Department of State, Division of Corporations, prior to the submission of an application for financial assistance.
- b. The agency shall be governed by a Board of Directors whose members must have no monetary conflict of interest with the agency, serve without compensation and reasonably reflect county minority demographics.
- c. The agency shall demonstrate other financial support of its budget through contributions, donations, grants, endowments, fees and/or other revenue sources which are independent of Palm Beach County tax dollars.
- d. The agency shall identify any existing or potential matching dollars and demonstrate their use.
- e. The agency shall have the demonstrated capability and/or experience to develop and/or administer the services which are being contracted for.

- f. The agency shall have demonstrated capability and/or experience to develop and/or maintain management and fiscal systems essential to its financial management.
- g. The agency shall be able to provide access to data (both programmatic and fiscal), essential to the evaluation of contracted services.
- h. The agency shall be able to demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- i. The agency shall have, where appropriate, a sliding fee scale ensuring that no one is denied service for inability to pay and that everyone is ensured the dignity associated with being responsible for some payment, contribution or service.
- j. The agency shall assure that the specific services to be provided will be directed to the target population as delineated in the contract.
- k. The agency shall indicate the specific program and/or services it will provide under contract with the county.
- l. The agency shall in conjunction with the Community Services Department develop measurable outcomes which relate to the services being contracted for.
- m. The agency shall provide services without discrimination, making its services available regardless of race, religion, color, sex, disability, age, marital status, sexual orientation, familial status, ancestry, or national origin, except where/or consistent with, industry standards in providing programs for special needs groups.
- n. Agencies with religious affiliations must not require attendance at religious services nor engage in any religious proselytizing in any program receiving county funds.
- o. The agency administrative costs shall not exceed 15% of its total budget.
- p. The agency shall note on its stationery and brochures that it receives funding from the Palm Beach County Board of County Commissioners.
- q. The agency shall be providing services to residents of Palm Beach County.
- r. The agency shall submit its completed application for funding, with all required attachments, by the announced deadline.
- s. Agencies presently contracting with the county shall successfully complete all contracted requirements in a timely manner in order to be eligible for funding the following year.

ARTICLE 9 - AUDIT REQUIREMENTS

An audit by the auditor general's office shall satisfy the requirements of this contract.

- a. The annual financial audit report shall include all management letters and the Agency's response to all findings, including corrective actions to be taken.
- b. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 10 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendens to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 11 - PUBLIC ENTITY CRIME CERTIFICATION:

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants 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 12 - EFFECTIVE TERM/TERMINATION:

1. This Contract shall begin on October 1, 2007.
2. This Contract shall end on September 30, 2008.
3. Termination at will: This Contract may be terminated by either party upon no less than a 30 day written notice.

ARTICLE 13 - NOTICES:

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, and if sent to the COUNTY shall be mailed to:

Lorenzo Taylor, Program Monitor
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Jean Malecki, M.D., M.P.H., Director
Palm Beach County Health Department
2633 Vista Parkway
West Palm Beach, FL 33411.

ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further 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 WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

COMMISSIONERS

BOARD OF COUNTY

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

AGENCY:




Signature

Palm Beach County Health DEpartment
AGENCY's Name Typed

Joann Grabowski
Name Typed

BY  10/22/07
Signature Thomas Arnedos

AGENCY's Federal ID Number

 Jean Marie Malecki, M.D., M.P.H., F.A.C.P.M.
AGENCY's Signatory Name Typed

Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
CONDITIONS
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND

Assistant County Attorney

Department of Community Services

By: 
Edward L. Rich, Director

EXHIBIT "A"
SCOPE OF WORK
FINANCIAL ASSISTANCE CONTRACT

SCOPE OF WORK

HIV PREVENTION WITH NON-COMPLIANT CARRIERS

Background/History:

Florida ranks third nationally in the cumulative number of reported AIDS cases. In Florida, Palm Beach County ranks third with a case rate of 48 cases per 100,000 populations reported through December 31, 2003. Heterosexual contact is the second leading risk factor for HIV transmission that is spread by a core group of individuals previously identified as HIV positive and post-test counseled.

Approximately 30-40% of HIV positive clients tested by the Palm Beach County Health Dept. (PBCHD) are identified as previous positives. Many of these individuals are recidivists returning to STD clinics for STD therapy, prostitutes, and individuals engaging in sex for drugs and money. The costs associated with each new HIV infection that results from transmission by non-compliant carriers is approximately \$120,000.

Policy Statement:

The DOH PBCHD or the department will initiate action to enforce F.S. 381 and 384 to reduce HIV transmission by non-compliant carriers. The PBCHD will provide HIV counseling and testing by court order to further reduce the incidence of HIV infection resulting from criminal transmission.

Objective A:

To provide in-depth, comprehensive counseling for recalcitrant HIV positive clients tested by the PBCHD and necessary punitive actions for repeat offenders.

Strategies:

1. Two Social Services Counselors will be on the front line with the clients with support of a health services representative that will track and ensure client follow-up. The counselor is preferably at the master's degree level with hands on counseling, or with an undergraduate degree with extensive experience in substance abuse counseling.
2. Counselors will require a Masters degree in psychology or in clinical social work, or licensure as a mental health technologist.
3. Utilize PBCHD STD/HIV/TB staff to provide training on HIV prevention counseling. Training will cover the concepts, principles and techniques of HIV prevention counseling, utilizing the CDC-recommended, and client centered counseling approach.
4. HIV prevention counseling for recalcitrant clients will consist of 4 consecutive, monthly, one hour sessions.
5. Upon their first documented act of non-compliance, individuals with HIV infection will be requested to voluntarily submit to comprehensive HIV prevention counseling. Clients shall be informed of their obligation and responsibility to adhere to prevention standards and that failure to do so may result in temporary isolation as authorized in Section 384.28 of the Florida Statutes.
6. The STD Program will request the DOH PBCHD attorney to initiate action pursuant to F.S. 384.27, Item 5, obtaining a court order for non-compliant clients to participate in this counseling program and prohibiting these individuals from engaging in certain high risk behaviors.

7. Clients continuing to engage in unsafe sexual practices will be court ordered to participate in a 40 hour behavior modification course.
8. In some cases, individuals who are non-compliant may not respond to any of the measures listed above and may need temporary isolation until the behavior can be modified. In these situations, the department may petition the circuit court to order the person to be isolated, hospitalized, placed in another health care or residential facility or isolated from the general public, until the threat to the public health can be eliminated or reduced to a point where it is no longer a threat.
9. When a health care worker is faced with a situation where a client with HIV infection remains non-compliant after repeated documented efforts to modify behavior, the health care worker shall complete the Pre-Detention Hearing Checklist to determine if temporary isolation should be pursued.
10. If the Pre-Detention Hearing Checklist indicates, the situation will be brought to the attention of the County Public Health Dept. Director.
11. The County Public Health Dept. Director will evaluate the situation and seek District Legal Counsel through the Deputy District Administrator for Health (DDAH).
12. Persons violating any of the provisions of this Chapter 384.24 F.S., any quarantine, or any rule adopted by the department under the provisions of this chapter shall be guilty of a misdemeanor of the second degree.

Objective B:

To perform HIV counseling and testing under court order for persons arrested or convicted for prostitution, soliciting prostitution and for illicit drug-related crimes.

Strategies:

1. The DOH PBCHD or the department will receive reports from the State Attorney's office and correctional facilities identifying prostitutes convicted of prostitution, soliciting prostitution, and persons convicted of illicit drug-related crimes.
2. The DOH PBCHD or the department will receive reports from the State Attorney's office and correctional facilities to identify persons who have pled nolo contendere or guilty to the offenses listed above in item 1, and will undergo HIV counseling and testing through the PBCHD as a requirement of a pretrial diversion program. Repeat offenders will be subject to the provisions outlined in Objective A, items 5-12.
3. DOH PBCHD program will perform HIV testing and conduct, if necessary, actions as outlined in Objective A. items 5-12.

EXHIBIT "B"

**REIMBURSABLE EXPENSES ONLY
SCHEDULE FOR PAYMENT AND BUDGET DATA
FINANCIAL ASSISTANCE CONTRACT**

Service/Program: HIV Prevention Project

<u>MONTH OF</u>		<u>BILLING RATE 1/12TH OF ALLOCATION</u>
OCTOBER,	2007	\$ 10,676.66
NOVEMBER,	2007	\$ 10,676.66
DECEMBER,	2007	\$ 10,676.66
JANUARY,	2008	\$ 10,676.66
FEBRUARY,	2008	\$ 10,676.66
MARCH,	2008	\$ 10,676.66
APRIL,	2008	\$ 10,676.66
MAY,	2008	\$ 10,676.66
JUNE,	2008	\$ 10,676.66
JULY,	2008	\$ 10,676.66
AUGUST,	2008	\$ 10,676.66
SEPTEMBER,	2008	\$ 10,676.74

MAXIMUM AMOUNT AUTHORIZED \$ 128,120.00

BUDGET DATA

Payment will be made only for budgeted categories up to the maximum amount set forth below:

	<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1.	Salaries & Benefits	\$ 119,471.00
2.	Travel	\$ 4,000.00
3.	Building/Occupancy	\$
4.	Communications/Utilities	\$ 500.00
5.	Printing & Supplies	\$ 1,000.00
6.	Food Service	\$
7.	Other (Training and Development)	\$ 500.00
8.	Equipment	\$
9.	Rent- Vehicle Lease	\$ 2,649.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES \$ 128,120.00

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

No reimbursements will be made under this contract for any primary medical care (treatment of physical injury or conditions).



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK
STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-07-8300 GENERAL LIABILITY

Name Insured: DEPARTMENT OF HEALTH

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/07

Expiration Date: 7/1/08

Alex Sink

Chief Financial Officer

DI4-863
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 • TELECOPIER (850) 413-2950



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (l) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

(1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Early Learning Coalition of Palm Beach County, INC., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 65-0974035.

Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as specifically set forth in the Scope of Work detailed in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Exhibit "A." No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

The AGENCY shall coordinate its services with the DEPARTMENT, and shall submit all invoices, reports and records to the DEPARTMENT, as specifically set forth within Article 9.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2007 and complete services on June 30, 2008.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY'S expenses for services rendered, an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for services provided in FY 2007-2008. The AGENCY will bill the COUNTY in three equal installments for services performed as provided by Exhibit A and expenses actually incurred and paid, up to the amounts set forth in Exhibit B.

- A. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit A.
- B. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "B".
- C. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 30th, 2008. Any amounts not submitted by September 30th, 2008, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

- D. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D]) will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.
- E. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- F. Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.
- G. Payment of invoices shall be contingent on timely receipt of all required documentation. Any payment due by COUNTY under the terms of this contract shall be withheld until all documentation due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- H. COUNTY funding can be used to match grants from non-county sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.

- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Workers Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

**Palm Beach County
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401**

ARTICLE 6 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 7 - WARRANTIES

The AGENCY 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.

The AGENCY further warrants that all services shall be performed by skilled and competent personnel. All direct service staff will meet the Department of Children and Families - Alcohol, Drug Abuse and Mental Health (DCF-ADM) professional qualification requirements for licensure. Any changes or substitutions in the AGENCY'S key personnel must be made known to the COUNTY'S representative and written approval, not to be unreasonably withheld, granted by the COUNTY'S representative before said changes or

substitutions can become effective.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY 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 under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest, except for non-voting members as required by 411.01 F.S. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

ARTICLE 8 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 9 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Reimburse funds to COUNTY that are deemed misused or misspent.
- E. Submit a Report of Outcomes for each program, within 15 days of the end of the service period, October 1, 2007-June 30, 2008 that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit "A".
- F. **For all Agencies receiving county funds to provide homeless and shelter related services:** Provider agrees to be a partner agency in the community's Client Management Information System. Provider agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

ARTICLE 10 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. 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 AGENCY'S place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**

- D. The AGENCY shall have all audits completed by an independent certified public accountant who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCYs fiscal year.

ARTICLE 11 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in number (1).

- D. In the statement specified in number (1), notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 12 - PUBLIC ENTITY CRIME

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants 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 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

Article 14 - 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 AGENCY is encouraged to seek additional minority and women business enterprises for participation in subcontracting opportunities.

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 AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force of nature, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions 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 16 - TERMINATION

This contract may be canceled by the AGENCY 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 AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY 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 AGENCY shall:

- A. Stop work for the COUNTY on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work for the COUNTY.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 17 - NOTICES

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Edward L. Rich, Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Warren Eldridge
Executive Director
Early Learning Coalition
of Palm Beach County, Inc
2300 High Ridge Road
Boynton Beach, FL 33426

ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further 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 WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
~~Addie L. Green, Chairperson~~
Addie L. Greene, Chairperson

WITNESS:

Aruna Gilbert

Signature

ARUNA GILBERT

Name Typed

65-0974035

Agency's Federal ID Number

AGENCY:

Early Learning Coalition of Palm Beach
County, Inc

Agency's Name Typed

BY: *[Signature]*
Signature

Traver Gruen-Kennedy
Agency's Signatory Name Typed

Board Chair
Agency's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services**

By: *[Signature]*
Edward L. Rich, Director

EXHIBIT "A"
SCOPE OF WORK
FINANCIAL ASSISTANCE CONTRACT

The Early Learning Coalition of Palm Beach County, Inc. (ELC) is a non-profit organization created under Section 411.01 F.S. in order to provide a comprehensive integrated system of early child care and education for children and their families in Palm Beach County. The Early Learning Coalition receives its primary funding from the Agency for Workforce Innovation, Office of Early Learning. The amount of funding for FY 07-08 is \$39,805, 503 which consists of Federal (80%) and General Revenue (20%). Based on child eligibility criteria, ELC has numerous funding categories. Children in these categories are fully funded except for the Working Poor Category which is funded at 94% in accordance with general appropriations act proviso language. There is no threshold for the local match. This category requires a full 6% match for every dollar expended.

Through its fiscal year 2007-08 budget hearings, the Palm Beach County Board of County Commissioners reviewed and approved a funding commitment of \$300,000 for the ELC to provide subsidized child day care services to approximately 5,075 children of working poor families. This amount in addition to other dollars from local municipalities and the Children's Services Council, will allow ELC to provide the additional 6% local match dollars for the Working Poor.

Measurable Outcome:

1. Submit a Report of Outcomes within 15 days of the end of the service period, October 1, 2007-June 30, 2008 that reflects the Agency's progress in attaining its goals of serving 3500 children of working poor families as outlined in the Scope of Work, Exhibit "A."

EXHIBIT "B"

REIMBURSABLE EXPENSES ONLY
SCHEDULE FOR PAYMENT AND BUDGET DATA
FINANCIAL ASSISTANCE CONTRACT

Service/Program: Child Care Subsidy

<u>MONTH OF</u>	<u>BILLING RATE</u> <u>1/3rd OF ALLOCATION</u>
OCTOBER, 2007-DECEMBER 2007	\$100,000.00
JANUARY 2008- MARCH 2008	\$100,000.00
APRIL 2008-JUNE 2008	\$100,000.00

MAXIMUM AMOUNT AUTHORIZED **\$ 300,000.00**

BUDGET DATA

Payment will be made only for budgeted categories up to the maximum amount set forth below:

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. Salaries & Benefits	\$
2. Travel	\$
3. Building/Occupancy	\$
4. Communications/Utilities	\$
5. Printing & Supplies	\$
6. Food Service	\$
7. Other (Child Care Subsidy)	\$300,000.00
8. Equipment	\$

MAXIMUM AMOUNT REIMBURSABLE EXPENSES **\$ 300,000.00**

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

No reimbursements will be made under this contract for any primary medical care (treatment of physical injury or conditions).

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2007

PRODUCER (561)278-0448 FAX (561)278-2391
 Weekes & Callaway, Inc.
 777 East Atlantic Ave., Ste 300
 Delray Beach, FL 33483
 Ana M. Smith, ACSR, AIAA, CISR

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Early Learning Coalition of Palm Beach Co., Inc
 2300 High Ridge Rd.
 Boynton Beach, FL 33426

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK257375	08/31/2007	08/31/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK257375	08/31/2007	08/31/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Crime	PHPK257375	08/31/2007	08/31/2008	Employee Dishonesty-\$50,000 Forgery/Alteration-\$50,000 Deductible-\$500								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners is named as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissione
 C/O Community Services Department
 810 Datura Street
 West Palm Beach, FL 33402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rose McEwen, CIC/ASMITH



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/11/2007

PRODUCER

Serial # A28227

AON RISK SERVICES, INC. OF FLORIDA
1001 BRICKELL BAY DRIVE, SUITE #1100
MIAMI, FL 33131-4937
PHONE: 800-743-8130 FAX: 800-522-7514

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A AMERICAN HOME ASSURANCE COMPANY

INSURED

ADP TOTALSOURCE, INC.
10200 SUNSET DRIVE
MIAMI, FL 33173
ALTERNATE EMPLOYER:
EARLY LEARNING COALITION OF PB

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 1106956 FL	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. *THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.

CERTIFICATE HOLDER

Early Learning Coalition of PB
3111 South Dixie Hwy, Ste 244
West Palm Beach, FL 33405

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES INC. OF FLORIDA

Sharon Nangle - Re: Early Learning Coalition

From: Dick Cohen
To: Sharon Nangle
Date: 10/3/2005 8:42 AM
Subject: Re: Early Learning Coalition

Based on the Scope of Services professional liability insurance is not required.

Dick Cohen, CPCU, CIC, ARM-P
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-2335420

>>> Sharon Nangle 10/03/05 8:15 AM >>>
Dick-

I'm faxing you a copy of the agency's cover letter which briefly outlines what the County dollars cover, as well a copy of thier Scope of Work

>>> Dick Cohen 09/29/05 12:41 PM >>>
Answers below

Dick Cohen, CPCU, CIC, ARM-P
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
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>>> Sharon Nangle 09/29/05 12:37 PM >>>
Hello Dick-

Ok- two issues on this one-

1. On the Worker's Comp. Certificate, the Certificate Holder is listed (in the Certif. Holder Box), as the Agency. I'm sure I know the answer, but just checking. Is this acceptable?

NO

2. We have discussed this agency before, but just to refresh, we provide \$ to help subsidize child care slots. There is no personnel providing services directly to children that we are paying for. They do not having Professional Liability. Can they be exempted?

Maybe. I'm not sure if I fully understand. Please send me a copy of the agreement including the Scope of Services to review
Thanks

From: Dick Cohen
To: Snangle@co.palm-beach.fl.us
Date: 10/11/2007 4:47 PM
Subject: Re: Oasis Outsourcing Holdings Inc

Yes. 10 days is OK. I thought we'd revised the boilerplate contract from 30 to 10. If not please do so

Dick Cohen, CPCU, CIC, ARM-P
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>>> Sharon Nangle 10/11/07 1:39 PM >>>

thanks, thought i had responded. One other quick item, I'm hoping that we are still accepting 10 days of cancellation notice if that is what is on the certificate as we did last year? I have a only about 2 this year

>>> Dick Cohen 10/9/2007 6:03 PM >>>

We insist on signed COIs to help solidify our position if/when an agent issues a fraudulent COI. COIs from Marsh USA, Aon, and Arthur J Gallagher & Co can be accepted unsigned. For others, run them by me

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>>> Sharon Nangle 10/09/07 4:42 PM >>>

Hi Dick-

I have a situation where a Worker's Compensation Certificate was issued (the Company: is Zurich American Insurance Company, the Producer: is Aon Risk Services of Florida and the Insured: is Oasis Outsourcing Holdings Inc.) The agency called their agent Oasis to get the certificate signed, the agent at Oasis referred her to the W/C agent at Aon who stated that they do not and will not sign certificates? Has our policy changed with respect to having W/C certificates signed and is this something new with Insurance agencies?
Please advise...Thanks