

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs	<u>281,714</u>				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>281,714</u>				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

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

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

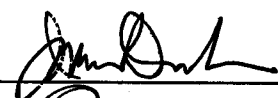
County Funds

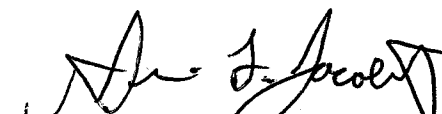
C. Departmental Fiscal Review:



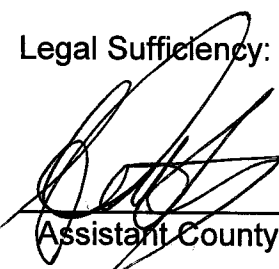
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 12.24.08
 OFMB 12/22/08
 12/19/08

 12/29/08
 Contract Dev. and Control
 12/29/08 These contracts comply with our new requirements. The effective dates are retroactive.

B. Legal Sufficiency:

 12/31/08
 Assistant County Attorney

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 _____, 2008, 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 **826 Evernia Street, West Palm Beach, Fl 33401.**

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-One Thousand, Seven Hundred and Fourteen Dollars (\$121,714.00). 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 "B1" 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 \$10,142.83. However, the AGENCY may submit a cumulative billing request for more than the sum of \$ 10,142.83, 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 "B1", 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.

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- 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 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.

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, 2008.
2. This Contract shall end on September 30, 2009.
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
826 Evernia Street
West Palm Beach, FL 33401

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 "B1"), 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.

THIS SPACE LEFT BLANK INTENTIONALLY

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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: _____
Chairperson

WITNESS:

AGENCY:

Joann Grabowski
Signature

Palm Beach County Health Dept.
AGENCY's Name Typed

Joann Grabowski
Name Typed

BY *Therman L. Rich*
Signature

AGENCY's Federal ID Number

for Jean Malecki
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*
Edward L. Rich, Director

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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.

SERVICE/PROGRAM TO BE PROVIDED FY 2009
OTHER COUNTY SPONSORED CONTRACT

Agency: Palm Beach County Health Department

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
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Service/Program: HIV Prevention/STD Program

A unit of service is defined as a counseling session, field visit, case management and/or clinic activities.

99.77

121,714

TOTAL CONTRACT

121,714

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**OTHER COUNTY SPONSORED
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

This Contract is made as of the ____ day of ____, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Child Protection Team of Palm Beach, 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 **65-0746922**.

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 set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. 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).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2008 and complete services on September 30, 2009.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed One Hundred and Sixty Thousand Dollars (\$160,000.00). The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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 for the current or any subsequent fiscal year 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. Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- C. Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability 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, the 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 AND LICENSING REQUIREMENTS:

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 shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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. 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, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 9 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10 - 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. The County shall treat all data supplied by the agency for billing or any other purpose as confidential as required by Florida Statute 39.202.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed yearly. Deliverables will be reviewed at least once yearly. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. The AGENCY must maintain separate financial records for Other County Sponsored Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Other County Sponsored Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- G. AGENCY acknowledges that COUNTY, pursuant to FS 309.304(5) may seek reimbursement from the parent or legal custodian of the child or any other responsible third party payor for the cost of the examination. AGENCY agrees to provide COUNTY with information necessary to seek such reimbursement.

- H. Submit a Report of Deliverables for each program, within 15 days of the end of the calendar year (i.e. September 15) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff.

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

ARTICLE 11 - 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 whichever is later. 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: 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 that 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 AGENCY's fiscal year.

ARTICLE 12 - 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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, 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 13 - 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 14 - 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 15 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 16 - 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 majeure, 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 17 - 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 on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- 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 18 - 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:

Alison Hitchcock, MSW
Executive Director
Child Protection Team of Palm Beach, Inc
2840 6th Avenue South
Lake Worth, Fl 33461

ARTICLE 19 - 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, B and C), 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: _____
John F. Koons, Chairman

WITNESS:

Sharon Cornett
Signature

AGENCY:

Child Protection Team of Palm Beach, Inc.
AGENCY's Name Typed

Sharon Cornett
Name Typed

BY Alison Hitchcock
Signature

65-0746922
AGENCY's Federal ID Number

Alison Hitchcock
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: Edward L. Rich
Edward L. Rich, Director

EXHIBIT A
SCOPE OF WORK & OUTCOMES INDICATORS
OTHER COUNTY SPONSORED CONTRACT
Agency Name: Child Protection Team of Palm Beach County, Inc.

The Child Protection Team (CPT) program is funded by legislature through the Department of Health, Children's Medical Service office. Child Protection Teams provide expertise in alleged maltreatments of child abuse and neglect, assessing risk factors, and providing recommendations for interventions to protect children and enhance families' capacities to provide a safer environment when possible. CPT services supplement the child protective investigation activities of DCF and designated sheriff's offices.

Florida Statute –Chapter 39.304 (5) provides that the County in which the child is a resident shall bear the initial costs of medical evaluations of the allegedly abused, abandoned, or neglected child. The CPT acknowledges that the County, pursuant to FS 309.304(5) may seek reimbursement from the parent or legal custodian of the child or any other responsible third party payor for the cost of the examination. The CPT agrees to provide the County with any and all documentation required by the County necessary to seek such reimbursement.

The scope of work is to fund medical evaluations for children who are the alleged victims of abuse, neglect and/or abandonment and are referred to CPT by law enforcement, DCF and or the courts. A Medical evaluation is defined as a complete history and physical examination of a child.

Through its 2009 fiscal budget hearings, the Palm Beach Board of County Commissioners reviewed and approved a funding recommendation of \$160,000 to provide medical evaluations for children 0-17 who are the alleged victims of abuse, neglect and/or abandonment. This service will be based on an exam rate of \$175 per child. During fiscal year 2009, 914 children or less will be served.

Agency Deliverable:

1. During fiscal year 2009, 914 children or less will be served.

Demonstration of Deliverable:

1. Submit a Report of Deliverables within 15 days of the end of the calendar year (i.e September 15, 2009) that demonstrates number of children served.

**EXHIBIT B
PROGRAM AND UNIT COST DEFINITIONS**

Agency: Child Protection Team of Palm Beach, Inc

Program Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
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Service/Program:

Child Protection Team (CPT) Program	\$175	\$160,000
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A unit of service is defined as a medical examination of a child, which may include a complete history and physical examination.

TOTAL CONTRACT	<u>\$ 160,000</u>
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MONTHLY ALLOCATION WORKSHEET

Palm Beach County Department of Community Services - Other County Sponsored Programs - FY2009

Reimbursement Month/Date: _____

Agency Name:
 BCC Do. No.:
 Contract Year: 2009
 Service Dates: October 1, 2008 - September 30, 2009

Account Number:
 Vendor:

Program/Service	Contract Amount		Current Month Utilization			Year-to-Date Utilization			Contract Balance
	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Total
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
TOTAL:		-	-		-	-		-	-

Current Request Total: \$

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

 Authorized Signature

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/23/2008
PRODUCER (561)278-0448 Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach, FL 33445-3902 Tonya Morrison	FAX (561)278-2391	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 Child Protection Team of Palm Beach, Inc. 2840 6th Ave. South Lake Worth, FL 33461		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Admiral Insurance Co.		24856
INSURER B: Bridgefield Employers Ins Co		10701
INSURER C: American Home Assurance Co		19380
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 LTR INSRD	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 checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab	E000000202705	04/27/2008	08/01/2009	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <input type="checkbox"/> MED EXP (Any one person) \$ <input type="checkbox"/> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 <input type="checkbox"/> PRODUCTS - COMP/OP AGG \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	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				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 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 RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	830-22902	08/01/2008	08/01/2009	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Directors & Officers Liability <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	7219688	08/01/2008	08/01/2009	\$1,000,000 General Aggregate Claims Made Retro Date 4/27/01

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is Additional Insured as respects General Liability Coverage Only.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners ATTN: Sharon O'Neill c/o Dept of Community Svcs 810 Datura Street West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 J. Michael Callaway CIC/TMO
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Sharon Nangle

From: Dick Cohen
Sent: Thursday, October 16, 2008 7:47 AM
To: Sharon Nangle
Subject: RE: New Contract

Based on the information provide Risk Mgm't is agreeable to waiving the auto insurance requirement. Please note that, as dictated by the County Attorney's office, you must remove the requirement from the contract

From: Sharon Nangle
Sent: Wednesday, October 15, 2008 4:34 PM
To: Dick Cohen
Subject: RE: New Contract

Dick,

I got a call from Mike Callaway (Callaway/Weekes) and he said that the way this agency's policy is configured, basically professional and commercial liability are combined together. They are unable to add the hired/Non-owned Auto. The agency does not transport clients or rent cars....Is this enough for an exception?

Just in case, Mike offered to speak with you if willing (Mike 561-278-0448; cell 561-346-3450)

Thanks

Sharon O'Neill
Program Monitor
Dept Community Services
355-4711

From: Dick Cohen
Sent: Thursday, October 09, 2008 8:14 AM
To: Sharon Nangle
Subject: RE: New Contract

Hired/Non-owned Auto Liability coverage is available, from SOME insurers, by endorsement to a General Liability insurance policy. If the agency's General Liability insurer can add the coverage it would be shown on the Certificate of Insurance either in the General Liability area, the Auto Liability area or down at the bottom of the COI

From: Sharon Nangle
Sent: Wednesday, October 08, 2008 2:58 PM
To: Dick Cohen
Subject: New Contract

Hello Dick-

Congrats on your Golden Palm!

We're (Department of Community Services-FAA) contracting with a new agency this year. Their mandate is to provide medical exams to abused/neglected children. The children are brought to their facility. They are asking why do they need to have Hired/Non-owned Auto if it says in our Contract:

"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."

They are asking to use their Commercial General Liability to meet our Auto Requirement. If this is so, how does this need to be reflected on the Certificate of Insurance and written in the contract???

Thanks
Sharon O'Neill
Program Monitor
355-4711