

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

Meeting Date: December 1, 2009       Consent       Regular  
     Workshop       Public Hearing

**Department**Submitted By: Community ServicesSubmitted For: Other County Sponsored Programs**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Amendments to contracts with the following agencies, totaling \$486,893 for the period and services as indicated:

- A. Amendment No. 2, Early Learning Coalition of Palm Beach County, Inc. (R2007-2170), for the period October 1, 2009, through September 30, 2010, in the amount of \$256,500, for subsidized child day care services;
- B. Amendment No. 2, Center for Family Services of Palm Beach County, Inc. (R2007-2064), for the period of October 1, 2009, through September 30, 2010, in the amount of \$120,850, for the Home Instruction Program for Preschool Youngsters (HIPPY);
- C. Amendment No. 1, Palm Beach County Health Department (R2009-0065), for the period of October 1, 2009, through September 30, 2010 in the amount of \$109,543, for services provided to HIV positive clients tested by the Palm Beach County Health Department and necessary punitive actions for repeat offenders.

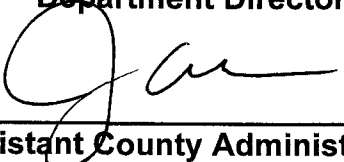
**Summary:** On September 8, 2009, the Board of County Commissioners approved the list of agencies and funding allocations under the Financially Assisted Agency (FAA) Program, and subsequently adopted a budget for FY 2010 that included funds for Other County sponsored programs. The contract amendments being recommended for approval reflect the funding amounts previously approved by the Board. Additional contract amendments 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 1980s 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 and funds cannot be used to initiate or to pursue litigation against the County.

**Attachments:**

1. Contract Amendment with Early Learning Coalition of Palm Beach County
2. Contract Amendment with Center for Family Services of Palm Beach County, Inc. (HIPPY)
3. Contract Amendment with Palm Beach County Health Department

Recommended by:       11/23/09  
    Department Director      Date

Approved by       11/23/09  
    Assistant County Administrator      Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>486,893</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>486,893</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No  
 Budget Account No.: Fund 0001 Dept 741 Unit Var Object Var  
 Program Code \_\_\_\_\_

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

County Funds

C. Departmental Fiscal Review: Taruna Nalhotra  
11/9/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 11-13-09  
 OFMB [Signature] 11/12/09  
[Signature] 11/19/09 [Signature] 11/19/09

[Signature]  
 Contract Dev and Control  
 [Signature] 11/18/09  
 These Amendments comply with our review requirements.

B. Legal Sufficiency:

[Signature] 11/20/09  
 Assistant County Attorney

C. Other Department Review:

Department Director

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

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

**THIS AMENDMENT TO THIS OTHER COUNTY SPONSORED CONTRACT**

(R2007-2170, December 4, 2007) made and entered into in Palm Beach County Florida, on this \_\_\_\_ day of \_\_\_\_ 2009 by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and **Early Learning Coalition of Palm Beach County, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 2300 High Ridge Road, Suite 115, Boynton Beach, Fl 33426.

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **December 4, 2007** which provided for a one year extension.

**WHEREAS**, the contract was extended and modified by Amendment 01 per (R2008-2049, **November 18, 2008**) and;

**WHEREAS**, the parties desire to extend the contract for one additional year (FY'10) to September 30, 2010.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract is hereby extended as follows:

- I. The contract is extended through September 30, 2010.
- II. A new Scope of Work & Outcomes Indicators Exhibit "A2" for FY '10 is attached hereto and made a part hereof showing new or revised outcomes and definition of service supersedes and replaces the original Scope of Work & Outcomes Indicators Exhibit "A" for the fiscal year 2010.
- III. A new Budget Exhibit "B2" showing the new total budget for funding and revised unit of service definition and/or costs for FY '10 is attached hereto and made a part hereof.
- IV. Article 3 of the contract is amended to reflect that the total not to exceed amount for FY '10 is **Two Hundred Fifty-Six Thousand and Five Hundred Dollars (\$256,500.00)**.

V. The following provision is hereby added to the contract as an additional requirement:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must complete the Agency Certification process developed by Nonprofits First (NPF) or make significant progress towards achievement of certification standards if they received funding in 2009. To comply with this policy, AGENCY shall, by August 2, 2010, either provide proof of final certification under the 2007 standards or documentation that the AGENCY has completed at least one on-site review. AGENCY shall agree to timelines as established by NPF regarding 1:1 meetings, on-site reviews, submission of documents and any other areas relating to the certification process. Additionally, if NPF recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2008 contractual agreement with the COUNTY. An AGENCY may also show compliance with this requirement by providing documentation from NPF that AGENCY is making diligent progress toward receiving certification.

AGENCY understands that these requirements are considered necessary if additional funding is provided to AGENCY under a COUNTY contract. AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in this contract amendment.

### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials thereupon duly authorized.

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:

AGENCY:

Richard M. Sothen  
Signature

Early Learning Coalition of  
Palm Beach County, Inc.  
Agency's Name Typed

Richard Michael Sothen  
Name Typed

BY: [Signature]  
Signature

65-0974035  
Agency's Federal ID Number

Traver Gruen-Kennedy  
Agency's Signatory Name Typed

Board Chair  
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: [Signature]  
Channell Wilkins, Director

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2009

PRODUCER (561)278-0448 FAX (561)278-2391  
Weekes & Callaway, Inc.  
3945 West Atlantic Avenue  
Delray Beach, FL 33445-3902  
Tonya Morrison

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.

INSURERS AFFORDING COVERAGE

NAIC #

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

INSURER A: Philadelphia Indemnity

18051

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK435287	08/31/2009	08/31/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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	PHPK435287	08/31/2009	08/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Employee Dishonesty / Forgery & Alteration	PHPK435287	08/31/2009	08/31/2010	Blanket: \$50,000 \$50,000 Deductible: \$500 Each

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.

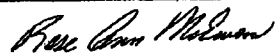
**CERTIFICATE HOLDER**

**CANCELLATION**

Palm Beach County Board of County Commissione  
 Political Subdivision of the State of FL  
 810 Datura Street  
 West Palm Beach, FL 33402

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/TMORRI





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/23/09  
Certificate ID: 148797

<b>PRODUCER</b> Aon Risk Services, Inc. of FL 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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> ADP TotalSource MI VII, LLC 10200 Sunset Drive Miami, FL 33173 <b>ALTERNATE EMPLOYER</b> Early Learning Coalition of PB 2300 High Ridge Road Boynton Beach, FL 33426	INSURER A: Illinois National Insurance Co	23817
	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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If Yes, describe under SPECIAL PROVISIONS below	WC 060167007 FL	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners c/o Department Of Community Services 810 Datura Street West Palm Beach, FL 33401	<b>CANCELLATION</b> 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services, Inc. of FL</i>

AMENDMENT 02

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

**THIS AMENDMENT TO THIS OTHER COUNTY SPONSORED CONTRACT**  
(R2007-2064, November 6, 2007) made and entered into in Palm Beach County Florida, on this \_\_\_\_ day of \_\_\_\_ 2009 by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and **Center for Family Services of Palm Beach County, Inc. (HIPPI)** hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 4101 Parker Avenue, West Palm Beach, Fl 33405.

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on **November 6, 2007** which provided for a one year extension.

**WHEREAS**, the contract was extended and modified by Amendment 01 per (R2008-2052, November 18, 2008) and;

**WHEREAS**, the parties desire to extend the contract for one additional year (FY'10) to September 30, 2010.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract is hereby extended as follows:

- I. The contract is extended through September 30, 2010.
- II. A new Scope of Work & Outcomes Indicators Exhibit "A2" for FY '10 is attached hereto and made a part hereof showing new or revised outcomes and definition of service supersedes and replaces the original Scope of Work & Outcomes Indicators Exhibit "A" for the fiscal year 2010.
- III. A new Budget Exhibit "B2" showing the new total budget for funding and revised unit of service definition and/or costs for FY '10 is attached hereto and made a part hereof.
- IV. Article 3 of the contract is amended to reflect that the total not to exceed amount for FY '10 is **One Hundred Twenty Thousand, Eight Hundred and Fifty Dollars (\$120,850.00)**.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials thereupon duly authorized.

**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:**

**AGENCY:**

Judith E. Delman  
Signature

The Center for Family Services of  
Palm Beach County, Inc.  
Agency's Name Typed

Judith E. Delman  
Name Typed

BY: Dorla Leslie  
Signature

59-1084179  
Agency's Federal ID Number

Dorla Leslie  
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: Channell Wilkins  
Channell Wilkins, Director

**EXHIBIT "B"**

**SERVICE/PROGRAM TO BE PROVIDED FY 2010  
FINANCIAL ASSISTANCE CONTRACT**

**Agency: Center for Family Services of Palm Beach County, Inc.**

<b>Program Name and Definition of Unit of Service</b>	<b>Unit Cost</b>	<b>Total Cost Of Service</b>
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**Service/Program: HIPPY- Home Instruction for Parents of Preschool Youngsters**

One week of home instruction with the parent/caregiver for thirty(30) weeks per family; monthly group meetings and support meetings with home visits.	19.61	120,850
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**TOTAL CONTRACT**

**120,850**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/28/2009
<b>PRODUCER</b> Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250		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.
<b>INSURED</b> Oasis Acquisition, Inc. Aff. Emp: THE CENTER FOR FAMILY SERVICES, INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411		
		<b>INSURERS AFFORDING COVERAGE</b>
		INSURER A: Zurich-American Insurance Company
		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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRCD AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 29-38-687-07	06/01/2009	06/01/2010	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER	Location Coverage Period:	06/01/2009	06/01/2010	Certificate#: 09FL075761291 Client#: 4183-1

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Coverage is provided for only those employees leased to but not subcontractors of:

THE CENTER FOR FAMILY SERVICES, INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN  
 4101 Parker Ave  
 WEST PALM BEACH, FL 33405

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CONTRACT MONITOR 810 DATURA ST WEST PALM BEACH, FL 33401	<b>CANCELLATION</b> 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

V. The following provision is hereby added to the contract as an additional requirement:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must complete the Agency Certification process developed by Nonprofits First (NPF) or make significant progress towards achievement of certification standards if they received funding in 2009. To comply with this policy, AGENCY shall, by August 1, 2010, either provide proof of final certification under the 2009 standards or documentation that the AGENCY has completed at least one on-site review. AGENCY shall agree to timelines as established by NPF regarding 1:1 meetings, on-site reviews, submission of documents and any other areas relating to the certification process. Additionally, if NPF recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2008 contractual agreement with the COUNTY. An AGENCY may also show compliance with this requirement by providing documentation from NPF that AGENCY is making diligent progress toward receiving certification.

AGENCY understands that these requirements are considered necessary if additional funding is provided to AGENCY under a COUNTY contract. AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in this contract amendment.

#### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the same level as specified in the Contract.

**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, 2008. 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 Department (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

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 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"**

Page 6 of 7



CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

ALEX SINK

**STATE RISK MANAGEMENT  
TRUST FUND**

Policy Number: GL-09-8300

General Liability  
Certificate of Coverage

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: 7/1/2009

Expiration Date: 7/1/2010

*Alex Sink*

CHIEF FINANCIAL OFFICER

DFS-D0-863  
(REV. 3/01)

- (j) 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.



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID SN CENTE-4	DATE (MM/DD/YYYY) 09/28/09
<b>PRODUCER</b> Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach FL 33401 Phone: 561-686-2266 Fax: 561-686-2313		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.	
<b>INSURED</b>  Center for Family Services of Palm Beach County, Inc. 4101 Parker Avenue West Palm Beach FL 33409		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Philadelphia Indemnity Ins Co	
		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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK392794	03/01/09	03/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK392794	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB264877	03/01/09	03/01/10	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime	PHPK392794	03/01/09	03/01/10	\$100,000 Ded. \$1,000
A	Professional Liabi	PHPK392794	03/01/09	03/01/10	3,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

\*10 Days Notice of Cancellation for Non-Payment of Premium.  
 Palm Beach County Board of County Commissioners are named Additional Insured with respects to General Liability as required by written contract. Umbrella Policy Follows Form.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners Program Director 810 Datura Street West Palm Beach FL 33401	<b>CANCELLATION</b>  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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2009

**PRODUCER**  
Doug Jones c/o AJG Risk Management Services, Inc.  
8800 E. Chaparral Rd, Suite 230  
Scottsdale, AZ 85250

**INSURED**  
Oasis Acquisition, Inc Alt. Emp: THE CENTER FOR FAMILY SERVICES, INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN  
2054 Vista Parkway Suite 300  
West Palm Beach, FL 33411

**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.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Company	
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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPROP AGG \$ _____																
		<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____																
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN EA ACC \$ _____ AUTO ONLY: AGG \$ _____																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ _____ RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____																
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 29-38-687-07	06/01/2009	06/01/2010	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC STATU- TORY LIMITS</td> <td style="text-align: center;">OTH- ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU- TORY LIMITS	OTH- ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
<input checked="" type="checkbox"/>	WC STATU- TORY LIMITS	OTH- ER																				
	E.L. EACH ACCIDENT		\$ 1,000,000																			
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
		OTHER	Location Coverage Period:	06/01/2009	06/01/2010	Certificate#: 08FL075761291 Client#: 4183-1																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Coverage is provided for only those employees leased to but not subcontractors of:

THE CENTER FOR FAMILY SERVICES, INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN  
4101 Parker Ave  
WEST PALM BEACH, FL 33405

**CERTIFICATE HOLDER**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CONTRACT MONITOR  
810 DATURA ST  
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 **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**AMENDMENT TO THE  
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

**THIS AMENDMENT TO THE COUNTY SPONSORED CONTRACT** (R2009-0065, January 13, 2009), October 1, 2009 – September 30, 2010 made and entered into at West Palm Beach Florida, on this \_\_\_ day of \_\_\_ 2009 by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and Palm Beach County Health Department, hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 800 Clematis Street, West Palm Beach, FL 33401

**WITNESSETH:**

**WHEREAS**, the parties entered in a contract on October 2, 2009 which provided for annual extension.

**WHEREAS**, the parties desire to exercise the option to extend the contract for one additional year (FY'10) to September 30, 2010.

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract is hereby extended as follows:

- I. The contract is extended through September 30, 2010.
- II. A new Scope of Work & Outcomes Indicators Exhibit "A" for FY '10 is attached hereto and made a part hereof showing new or revised outcomes and definition of service supersedes and replaces the original Scope of Work & Outcomes Indicators Exhibit "A" for the fiscal year 2010.
- III. A new Budget Exhibit "B" showing the new total budget for funding and revised unit of service definition and/or costs for FY '10 is attached hereto and made a part hereof.
- IV. Article 3 of the contract is amended to reflect that the total not to exceed amount for FY '10 is \$109,543. Reimbursement will be based on total units of services provided.

V. The following provision is hereby added to the contract as an additional requirement:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must complete the Agency Certification process developed by Nonprofits First (NPF) or make significant progress towards achievement of certification standards if they received funding in 2009. To comply with this policy, AGENCY shall, by August 1, 2010, either provide proof of final certification under the 2009 standards or documentation that the AGENCY has completed at least one on-site review. AGENCY shall agree to timelines as established by NPF regarding 1:1 meetings, on-site reviews, submission of documents and any other areas relating to the certification process. Additionally, if NPF recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2008 contractual agreement with the COUNTY. An AGENCY may also show compliance with this requirement by providing documentation from NPF that AGENCY is making diligent progress toward receiving certification.

AGENCY understands that these requirements are considered necessary if additional funding is provided to AGENCY under a COUNTY contract. AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in this contract amendment.

#### **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this three (3) page Amendment to be executed by their officials thereupon duly authorized.

**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:**

  
\_\_\_\_\_  
Signature

Palm Beach County Health Department  
Agency's Name Typed

Shawn Grabowski  
Name Typed

BY:   
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agency's Federal ID Number


Alina Alonso, MD  
Agency's Signatory Name Typed

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:   
\_\_\_\_\_  
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, 2008. 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 Department (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 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 Health Department Director.
  11. The County Health Department 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 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"**

Page 6 of 7



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

**Service/Program:** HIV Prevention Project

<u>MONTH OF</u>		<u>BILLING RATE 1/12<sup>TH</sup> OF ALLOCATION</u>
OCTOBER	2009	\$9,128.58
NOVEMBER	2009	\$9,128.58
DECEMBER	2009	\$9,128.58
JANUARY	2009	\$9,128.58
FEBRUARY	2009	\$9,128.58
MARCH	2009	\$9,128.58
APRIL	2009	\$9,128.58
MAY	2009	\$9,128.58
JUNE	2009	\$9,128.58
JULY	2009	\$9,128.58
AUGUST	2009	\$9,128.58
SEPTEMBER	2009	\$9,128.58
<b>MAXIMUM AMOUNT AUTHORIZED</b>		<b><u>\$109,543.00</u></b>

**BUDGET DATA**

Payment will be made at a rate of \$99.77 per unit of service.

**MAXIMUM AMOUNT EXPENSES AUTHORIZED: \$109,543.00**



CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA

ALEX SINK

**STATE RISK MANAGEMENT  
TRUST FUND**

Policy Number: GL-09-8300

General Liability

Certificate of Coverage

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: 7/1/2009

Expiration Date: 7/1/2010

A handwritten signature in cursive script that reads "Alex Sink".

CHIEF FINANCIAL OFFICER

DPS-D0-863  
(REV. 3/01)



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.