

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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

Department
Submitted By: Community Services

Submitted For: Other County Sponsored Programs

I. EXECUTIVE BRIEF

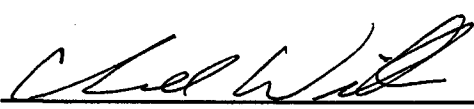
Motion and Title: Staff recommends motion to approve: Contract with Child Protection Team of Palm Beach, Inc., for the period October 1, 2009, through September 30, 2010, in the amount of \$160,000, for medical evaluations of children referred by law enforcement, Department of Children and Families, and/or the courts who are the alleged victims of abuse, neglect, and/or abandonment.


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 being recommended for approval reflects the funding amount previously approved by the Board. 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, funds are paid out on a reimbursement basis only, and funds cannot be used to initiate or to pursue litigation against the County.

Attachments:

Contract with Child Protection Team of Palm Beach, Inc.

Recommended by:  10/27/09
 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>160,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>160,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 0001 Dept 741 Unit 2521 Object 8201
 Program Code _____

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

County Funds

C. Departmental Fiscal Review: Tauna Malhotra
11/9/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 11/13/09
 OFMB [Signature] 11/12/09
 WA [Signature] 11/10/09 CN [Signature] 11/10/09

[Signature] 11/19/09
 Contract Dev. and Control
E. Jones 11/18/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 11/23/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This Contract is made as of the ____ day of ____, 2009, 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, 2009 and complete services on September 30, 2010.

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 .

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 are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

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 three (3) years after completion or termination of this Contract. 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. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

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

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close 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:

Channell Wilkins, 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. Keens, Chairman~~

WITNESS:

Sharyn Cornett
Signature

AGENCY:

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

Sharyn 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: Channell Wilkins
Channell Wilkins, 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 referred to CPT by law enforcement, DCF and or the courts who are the alleged victims of abuse, neglect and/or abandonment, excluding sexual abuse. Medical evaluations for children who are alleged victims of sexual abuse are funded through a different funding source. A Medical evaluation is defined as a complete history and physical examination of a child.

Through its 2010 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 excluding sexual abuse.

This service will be based on an exam rate of \$175 per child. During fiscal year 2010, 914 children or less will be served.

Agency Deliverable:

1. During fiscal year 2010, 914 children or less will be served.

Demonstration of Deliverable:

1. Submit a Report of Deliverables within 15 days of the end of the fiscal year (i.e September 15, 2010) that demonstrates number of children served.

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

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 of Palm Beach, Inc.

A unit of service is defined as a medical examination of a child,
which may include a complete history and physical examination.

175.00

160,000

TOTAL CONTRACT

160,000

MONTHLY ALLOCATION WORKSHEET
 Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2010
 Reimbursement Month/Date: _____

Agency Name:
 BCC Do. No.:
 Contract Year: **2010**
 Service Dates: **October 1, 2009 - September 30, 2010**

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)
07/28/2009

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.

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	E000000202705	08/01/2009	08/01/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retro Date: 4/27/01 <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	830-22902	08/01/2009	08/01/2010	WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
C		OTHER D&O / EPLI	7219688	08/01/2009	08/01/2010	\$ 1,000,00 Gen Agg Claims Made Retro Date 4/27/01
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 Mgmt is agreeable to waiving the auto insurance requirement. Please note that, as discussed by the County Attorney's office, you must remove the~~

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