

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Youth Affairs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Approve** a contract with Children's Health Care Associates, P.A., in an amount not to exceed \$54,000 for the period October 1, 2010 to September 30, 2011 for the professional/medical services to the residents of the Highridge Family Center; and **B) Authorize** the County Administrator or his designee to execute any future contracts for professional/medical services at the Highridge Family Center on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: This contract provides physical examinations, diagnosis, and treatment of illnesses of the residents of the Highridge Family Center. The inspector general fee is exempt as professional/medical services are to be provided in this contract.

Countywide (GB)

Background and Policy Issues: This contract has been renewed annually at same annual amount of \$54,000 for the past four years for the same services. Any such contracts that are executed will be presented to the Board as a receive and file item per PPM CW-0-051.

Attachments: A. Contract with Children's Health Care Associates, P.A.
B. Insurance Certificates

Recommended by:


Department Director

6/15/10
Date

Approved by:


Assistant County Administrator

6/15/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	\$54,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$54,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In proposed Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 8220 Object 3103
Rev No: Fund _____ Department _____ Unit _____ Object _____

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

Fund: General Fund

Unit: Highridge Family Center

Departmental Fiscal Review: Stephanie Leimha

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


Contract subject to approval of the FY11 budget.

[Handwritten signature] 6/17/10
OFMB MC 6-17-10 *[Handwritten initials]* 6/17/10

Dr. J. Jacob 7/7/10

Contract Administration

B. Legal Sufficiency:

 7/9/10
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 2010, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CHILDREN'S HEALTH CARE ASSOCIATES, P.A., a corporation authorized to do business in the State of Florida, hereinafter referred to as the PEDIATRICIAN, whose Federal I.D. is 59-2845624.

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

ARTICLE 1 - SERVICES

The PEDIATRICIAN'S responsibility under this Contract is to provide professional/medical services at Highridge Family Center, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Anthony Spaniol, Psy.D. Director of Youth Affairs, telephone no. (561) 625-2540.

The PEDIATRICIAN'S representative/liaison during the performance of this Contract shall be Janis A. Jones, M.D., telephone no. (561) 844-6605.

ARTICLE 2 - SCHEDULE

The PEDIATRICIAN shall commence services on October 1, 2010 and complete all services by September 30, 2011.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of Fifty Four Thousand Dollars and zero Cents (\$54,000.00) payable at the rate of \$4,500.00 per month for the period October 1, 2010 through September 30, 2011.
- B. Invoices received from the PEDIATRICIAN pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the PEDIATRICIAN will clearly state "final invoice" on the PEDIATRICIAN'S final/last billing to the COUNTY. This shall constitute PEDIATRICIAN'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the PEDIATRICIAN.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the PEDIATRICIAN shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the PEDIATRICIAN'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the PEDIATRICIAN 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 PEDIATRICIAN. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the PEDIATRICIAN. Unless the PEDIATRICIAN is in breach of this Contract, the PEDIATRICIAN 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 PEDIATRICIAN 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 the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The PEDIATRICIAN represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the PEDIATRICIAN or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the PEDIATRICIAN'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The PEDIATRICIAN warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the PEDIATRICIAN'S personnel while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not authorized in this contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the PEDIATRICIAN. The PEDIATRICIAN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the PEDIATRICIAN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The PEDIATRICIAN shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. PEDIATRICIAN shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. PEDIATRICIAN shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by PEDIATRICIAN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PEDIATRICIAN under the contract.

Commercial General Liability PEDIATRICIAN shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. PEDIATRICIAN shall provide this coverage on a primary basis.

Business Automobile Liability PEDIATRICIAN shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event PEDIATRICIAN doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PEDIATRICIAN to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. PEDIATRICIAN shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employers Liability PEDIATRICIAN shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PEDIATRICIAN shall provide this coverage on a primary basis.

Professional Liability PEDIATRICIAN shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$250,000** Per Occurrence/ **\$750,000** annual aggregate. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of PEDIATRICIAN'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, PEDIATRICIAN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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, PEDIATRICIAN shall purchase a SERP with a minimum reporting period not less than 3 years. PEDIATRICIAN shall provide this coverage on a primary basis.

Additional Insured PEDIATRICIAN 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." PEDIATRICIAN shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation PEDIATRICIAN hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PEDIATRICIAN shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should PEDIATRICIAN enter into such an agreement on a pre-loss basis.

H. **Certificate(s) of Insurance** Prior to execution of this Contract, PEDIATRICIAN shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
C/o Dept. of Public safety/ Division of Youth Affairs
Dr. A. Spaniol, Director
4200 N. Australian Avenue
West Palm Beach, FL 33407

I. **Umbrella or Excess Liability** If necessary, PEDIATRICIAN may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring 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. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

PEDIATRICIAN shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of PEDIATRICIAN.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the PEDIATRICIAN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the PEDIATRICIAN shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the PEDIATRICIAN.

ARTICLE 13 - 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 14 - CONFLICT OF INTEREST

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

The PEDIATRICIAN shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the PEDIATRICIAN'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the PEDIATRICIAN may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the PEDIATRICIAN. The COUNTY agrees to notify the PEDIATRICIAN of its opinion by certified mail within thirty (30) days of receipt of

notification by the PEDIATRICIAN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the PEDIATRICIAN, the COUNTY shall so state in the notification and the PEDIATRICIAN shall, at PEDIATRICIAN'S option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the PEDIATRICIAN under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The PEDIATRICIAN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PEDIATRICIAN without the PEDIATRICIAN'S 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 PEDIATRICIAN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the PEDIATRICIAN'S failure to perform was without the PEDIATRICIAN'S fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The PEDIATRICIAN 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. The PEDIATRICIAN further warrants and represents that it has no obligation or indebtedness that would impair PEDIATRICIAN'S ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The PEDIATRICIAN shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the PEDIATRICIAN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in

writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

The PEDIATRICIAN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PEDIATRICIAN to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PEDIATRICIAN, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The PEDIATRICIAN 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 PEDIATRICIAN'S place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to

subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the PEDIATRICIAN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The PEDIATRICIAN 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, or sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The PEDIATRICIAN hereby 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.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the PEDIATRICIAN certifies that it, its affiliates, suppliers, 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 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations,

reductions therein or additions thereto. Upon receipt by the PEDIATRICIAN of the COUNTY'S notification of a contemplated change, the PEDIATRICIAN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the PEDIATRICIAN'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the PEDIATRICIAN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the PEDIATRICIAN shall not commence work on any such change until such written amendment is signed by the PEDIATRICIAN and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Vince Bonvento, Director
Public Safety Department
20 S. Military Trail
West Palm Beach, FL 33415
Telephone: (561)712-6470

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the PEDIATRICIAN, notices shall be addressed to:

Janis Jones, M.D.
Children's Healthcare Associates, P.A.
5205 Greenwood Avenue
Suite 251
West Palm Beach, FL 33407
Telephone: (561) 844-6605

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the PEDIATRICIAN 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 accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The PEDIATRICIAN shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if PEDIATRICIAN'S employees are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The PEDIATRICIAN acknowledges and agrees that all employees who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the PEDIATRICIAN shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The PEDIATRICIAN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. PEDIATRICIAN 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 remainder of this page intentionally left blank.

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 PEDIATRICIAN has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Burt Aaronson, Chair

WITNESS:

Janine Talley
Signature
Janine Talley
Name (type or print)
J. Hepworth
Signature
J. C. Hepworth
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

PEDIATRICIAN:

Children's Healthcare Associates
Company Name
Janis Jones, MD
Signature
Janis Jones, MD.
Typed Name
President
Title

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: Vincent J. Bonvento
Vincent J. Bonvento
Assistant County Administrator/
Director of Public Safety

SCOPE OF WORK

The duties of the PEDIATRICIAN shall be as follow:

- A. To provide up to two hundred fifty (250) physical examinations annually, upon admission of residents to the Highridge Family Center, making referrals to specialists as needed.
- B. To be available a minimum of two (2) hours per day, two days per week.
- C. To diagnose and treat illnesses.
- D. To be on call for 24 hour telephone consultations and disposition of emergencies.
- E. To provide counseling and consultation with the Registered Nurse on an as needed, twenty-four (24) hour basis.
- F. To advise officials of Highridge Family Center on health matters on a twenty-four (24) hour basis. All medical care beyond the provision of first aid shall be under the direction of a physician licensed under Chapter 458 or 459, F.S.
- G. To sign requisitions for medical supplies and medications.



First Professionals Insurance Company

FIRST PROFESSIONALS INSURANCE COMPANY, INC.

MEMORANDUM OF INSURANCE

RECEIVED

JUN 10 2010

PUBLIC SAFETY
DEPARTMENT

Children's Healthcare Associates, P.A.
5205 Greenwood Ave Ste. 200
Suite #251
West Palm Beach, FL 33407

By APPROVED
RISK MANAGEMENT DEPT.

DATE 7/7/10

POLICY INFORMATION

Policyholder: Children's Healthcare Associates, P.A.
Policy Number: CL099275
Policy Period: 12/15/2009 to 12/15/2010
Retroactive Date: 07/01/1988

Limits of Liability: See Schedule
Classification: N/A
Memorandum of Insurance Issue Date: 12/10/2009

First Professionals Insurance Company, Inc. hereby issues this Memorandum of Insurance to verify that we have issued a medical professional liability insurance policy to the above named policyholder with coverage and limits of liability as set forth below for each additional insured. This Memorandum of Insurance shall not be construed in any way whatsoever as amending any of the terms, definitions, conditions or exclusions of the policy issued to the above named policyholder.

State License Number	Name of Additional Insured	Limits of Liability Per Claim/Aggregate	Retroactive Date
99275	Children's Healthcare Associates, P.A.	\$250,000/\$750,000	07/01/1988
ME85962	Noella Mercedes Clarke-Aaron, M.D.	\$250,000/\$750,000	08/15/2005
ME92897	Stephanie Marie Henry, M.D.	\$250,000/\$750,000	08/01/2005
ME37019	Janis A. Jones, M.D.	\$250,000/\$750,000	07/01/1982
ME41962	Jaime D. Lambrecht, M.D.	\$250,000/\$750,000	07/01/1983
ME90515	Kisha Felicia Marzouca, M.D.	\$250,000/\$750,000	05/01/2008
ME44971	Greta Stiebel-Chin, M.D.	\$250,000/\$750,000	04/01/1988
ME59360	Guillermo Vila-Sotomayor, M.D.	\$250,000/\$750,000	04/17/1991
ME89705	Nadeen Simone White, M.D.	\$250,000/\$750,000	10/15/2009

FPIC CONTACT INFORMATION. The following information may be used to contact our company:
First Professionals Insurance Company, Inc., P.O. Box 44033, Jacksonville, Florida 32231-4033; or
Phone (904) 354-5910, (800) 741-3742; or Facsimile (904) 358-6728.

RISK MGMT
Received

FPIC-MPL-110-FL (12/08) APR 07 2010

Laura L. Tucker

Authorized Representative

1000 Riverside Avenue, Suite 800 Jacksonville, Florida 32204 • (904) 354-5910 • 1-800-741-3742 • Fax (904) 358-6728
P.O. Box 44033 • Jacksonville, Florida 32231-4033 • www.firstprofessionals.com



First Professionals Insurance Company

FIRST PROFESSIONALS INSURANCE COMPANY, INC.

MEMORANDUM OF INSURANCE

Children's Healthcare Associates, P.A.
5205 Greenwood Ave Ste. 200
Suite #251
West Palm Beach, FL 33407

By  **APPROVED**
RISK MANAGEMENT DEPT.

DATE 4/7/10

POLICY INFORMATION

Named Insured: Children's Healthcare Associates, P.A.
Coverage Applicable To: Jaime D. Lambrecht, M.D.
Policy Number: CL099275
Policy Period: 12/15/2009 to 12/15/2010
Retroactive Date: 07/01/1983

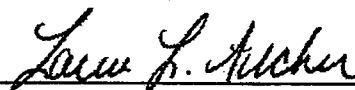
Limits of Liability: \$250,000 per claim/\$750,000 aggregate
Classification: Pediatrics - No Surgery
Memorandum of Insurance Issue Date: 12/10/2009

First Professionals Insurance Company, Inc. hereby issues this Memorandum of Insurance to verify that we have issued a medical professional liability insurance policy to the above named insured with coverage and limits of liability as set forth above. This Memorandum of Insurance shall not be construed in any way whatsoever as amending any of the terms, definitions, conditions or exclusions of the policy issued to the above named insured.

SPECIAL NOTICE TO INSURED

The Policyholder has been provided a copy of the policy. We recommend that you, as an additional insured, obtain a copy of the policy from the Policyholder and read it carefully in order to fully understand the terms, definitions, exclusions, conditions and coverage provided. There may also be endorsements to the policy which should be read carefully because they affect coverage. If you are unable to obtain a copy of the policy from the Policyholder, please feel free to request a copy of the policy from us. Such request may be made: in writing mailed to the address listed below; or by phone at (904) 354-5910 x3219 or (800) 741-3742 x3219; or by facsimile at (904) 358-6728.

FPIC CONTACT INFORMATION. The following information may be used to contact our company:
First Professionals Insurance Company, Inc., P.O. Box 44033, Jacksonville, Florida 32231-4033; or
Phone (904) 354-5910, (800) 741-3742; or Facsimile (904) 358-6728.


Authorized Representative

RISK MGMT
Received
APR 07 2010
DEPT.

FPIC-MPL-103-FL (12/08)

1000 Riverside Avenue, Suite 800 • Jacksonville, Florida 32204 • (904) 354-5910 • 1-800-741-3742 • Fax (904) 358-6728
P.O. Box 44033 • Jacksonville, Florida 32231-4033 • www.firstprofessionals.com



First Professionals Insurance Company

FIRST PROFESSIONALS INSURANCE COMPANY, INC.

MEMORANDUM OF INSURANCE

Children's Healthcare Associates, P.A.
5205 Greenwood Ave Ste. 200
Suite #251
West Palm Beach, FL 33407

By [Signature] **APPROVED**
RISK MANAGEMENT DEPT.
DATE 4/7/10

POLICY INFORMATION

Named Insured:	Children's Healthcare Associates, P.A.
Coverage Applicable To:	Janis A. Jones, M.D.
Policy Number:	CL099275
Policy Period:	12/15/2009 to 12/15/2010
Retroactive Date:	07/01/1982
Limits of Liability:	\$250,000 per claim/\$750,000 aggregate
Classification:	Pediatrics - No Surgery
Memorandum of Insurance Issue Date:	12/10/2009

First Professionals Insurance Company, Inc. hereby issues this Memorandum of Insurance to verify that we have issued a medical professional liability insurance policy to the above named insured with coverage and limits of liability as set forth above. This Memorandum of Insurance shall not be construed in any way whatsoever as amending any of the terms, definitions, conditions or exclusions of the policy issued to the above named insured.

SPECIAL NOTICE TO INSURED

The Policyholder has been provided a copy of the policy. We recommend that you, as an additional insured, obtain a copy of the policy from the Policyholder and read it carefully in order to fully understand the terms, definitions, exclusions, conditions and coverage provided. There may also be endorsements to the policy which should be read carefully because they affect coverage. If you are unable to obtain a copy of the policy from the Policyholder, please feel free to request a copy of the policy from us. Such request may be made: in writing mailed to the address listed below; or by phone at (904) 354-5910 x3219 or (800) 741-3742 x3219; or by facsimile at (904) 358-6728.

FPIC CONTACT INFORMATION. The following information may be used to contact our company:
First Professionals Insurance Company, Inc., P.O. Box 44033, Jacksonville, Florida 32231-4033; or
Phone (904) 354-5910, (800) 741-3742; or Facsimile (904) 358-6728.

**RISK MGMT
Received
APR 07 2010
DEPT.**

[Signature]
Authorized Representative

FPIC-MPL-103-FL (12/08)

1000 Riverside Avenue, Suite 800 • Jacksonville, Florida 32204 • (904) 354-5910 • 1-800-741-3742 • Fax (904) 358-6728
P.O. Box 44033 • Jacksonville, Florida 32231-4033 • www.firstprofessionals.com

Insurer:
Comp Options Insurance Company, Inc. d/b/a OptaComp
P. O. Box 44291
Jacksonville, FL 32231-4291

POLICY NO.
01CB4-901D169-07

___ Individual ___ Partnership
___ Corporation or X Other

1. The Insured: Children's Healthcare Associates, P.A.
Mailing address: 5205 Greenwood Avenue, Room 251
West Palm Beach, FL 33407

By [Signature] **APPROVED**
RISK MANAGEMENT DEPT.

Other workplaces not shown above:

DATE 4/7/10

2. The Policy Period is from 04-Feb-10 to 04-Feb-11 12:01 A.M. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: FL
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under part Two are:

Bodily Injury by Accident \$	<u>100,000</u>	each accident
Bodily Injury by Disease \$	<u>500,000</u>	each accident
Bodily Injury by Disease \$	<u>100,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

WC 99 06 03, WC 00 04 02, WC 00 04 06 A, WC 00 04 14, WC 09 06 06, WC 09 04 03 A

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

REFER TO CLASSIFICATION SCHEDULE WC 99 06 03

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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Total Estimated Annual Premium			\$4,939	
Minimum Premium	\$252	Expense Constant	\$200	

**RISK MGMT
Received
APR 07 2010
DEPT.**

Countersigned by: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/23/2010

PRODUCER

Samuel W. Irvine Associates
1920 Palm Beach Lakes Blvd. #101
West Palm Beach, FL. 33409
561 684-0222

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: Tower Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Children's Health Care Associates dba
Children's Care Center
5205 Greenwood Ave. #251
West Palm Beach, FL 33407
561 844-6605

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOO	PAS003934058	11/29/09	11/29/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ included
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	By APPROVED RISK MANAGEMENT DEPT.			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	DATE 4/7/10			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Medical Office

RISK MGMT
Received
APR 07 2010

CERTIFICATE HOLDER

DEPT.

CANCELLATION

Palm Beach Co. Bd. of Co. Commissioners
C/o Dept of Public Safety/Div of Youth
Affairs/ Dr. A. Spaniol Director
4200 North Australian Ave.
West Palm Beach, FL. 33407

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ORD25(2001/08)

© ACORD CORPORATION 1988

Certificate of Insurance
Workers' Compensation

ISSUING AGENT:

Danna - Gracey, Inc.
54 SE Sixth Avenue
Delray Beach, FL 33483
Phone: (561) 276-3553

CERTIFICATE HOLDER:

To Whom It May Concern

Named Insured:

Children's Healthcare Associates, P.A.
5205 Greenwood Ave.

Address:

Room 251
West Palm Beach, FL 33407

By

4/7/10 **APPROVED**
RISK MANAGEMENT DEPT.

DATE

Insurance Company:

OptaComp

Policy Number:

01CB4-901D169-07

Policy Period:

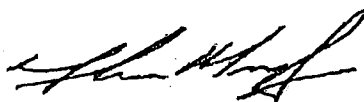
2/4/2010 - 2/4/2011

Limits of Liability:

\$100,000/\$500,000/\$100,000

Special Terms:

PBCMS

Authorized Representative:

Tom Murphy - #187613

Issue Date:

February 5, 2010

RISK MGMT
Received
APR 07 2010
DEPT.

This is to verify that Insurance has been issued to the Named Insured listed above for the policy period indicated. Notwithstanding any requirements, terms or conditions of any contract, or other document with respect to which this evidence may be issued or may pertain, the Insurance afforded by the policy described herein is subject to all terms, exclusions and conditions of such policy, including any retroactive coverage. Should the above policy cancel for any reason, the Insurance carrier or the authorized agent will attempt to notify the holder listed above in writing within 10 days of cancellation. The Insurance carrier and / or authorized agent are under no obligation to provide such notice and do not assume any liability of any kind for failure to notify of such cancellation.