

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 Cost	<u>\$25,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$25,000</u>	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Dept 740 Unit TBD Object TBD
 Program Code _____

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

County Funds

C. Departmental Fiscal Review: Tauna Malhotra
3/4/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 3/7/11
 OFMB VA 3/7/11 3/4/11

[Signature] 3/8/11
 Contract Dev. and Control
 C. Jones 3/8/11

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 3/8/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background Justification continued

The organizations are as follows:

United Way of Palm Beach County
Board of County Commissioners of Palm Beach County
Children's Services Council of Palm Beach County
Health Care District of Palm Beach County

Palm Healthcare Foundation
Quantum Foundation
Workforce Alliance, Inc.

Similar portal projects have been successfully implemented in multiple states and in Miami-Dade, and Jacksonville/Duval County. Sites are under development in Hillsborough and Broward Counties.

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
AND
UNITED WAY OF PALM BEACH COUNTY, INC.
FOR
JOINT PARTICIPATION IN
A COMMUNITY HEALTH DATA PORTAL PROJECT

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, is made and entered into this _____ day of _____, _____, by and between PALM BEACH COUNTY, a political subdivision in the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and UNITED WAY OF PALM BEACH COUNTY, INC. a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-0683258, hereinafter referred to as UNITED WAY PBC, both hereinafter referred to collectively as the "parties".

WITNESSETH:

WHEREAS, COUNTY, UNITED WAY PBC, the Children's Services Council, the Health Care District of Palm Beach County, Quantum Foundation, Palm Healthcare Foundation, and Workforce Alliance have been working cooperatively to establish an internet-based community health data portal; and

WHEREAS, the community health data portal will be a dynamic, innovative, web-based information system designed to optimize the use of information to understand and improve the quality of life for Palm Beach County residents; and

WHEREAS, the community health data portal will serve as an important tool in the tracking of health and human services needs, community health goals and indicators, the development of best management practices, and is expected to facilitate collaboration among community organizations; and

WHEREAS, the community health data portal will provide a report card and other functions that will be used by the Department of Community Services and the Citizen's Advisory Committee on Health & Human Services in the development of service priorities for the Board of County Commissioners; and

WHEREAS, UNITED WAY PBC has agreed to serve as the fiscal agent and the lead agency for the contracting necessary to accomplish the portal project; and

WHEREAS, COUNTY desires to pay a share of the costs associated with the establishment and maintenance of the community health data portal; and

WHEREAS, it has been determined that the execution of this Agreement is in the best interest of the residents and citizens of COUNTY.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, COUNTY and UNITED WAY PBC do hereby agree as follows:

1. Recitals. The recitals set forth above are hereby adopted and incorporated herein by this reference.

2. Purpose. The purpose of this Agreement is to provide a mechanism for COUNTY to contribute to the costs associated with the acquisition and maintenance of the community health data portal as more fully described in Exhibit A.
3. The Term. This Agreement shall become effective upon execution by both parties and shall expire after one year, unless terminated as otherwise provided herein. This Agreement may be extended if agreed to in writing by both parties.
4. Obligations.
 - A. COUNTY agrees to:
 - 1) Provide staff resources to participate in and support the planning and implementation of the community health data portal. It is anticipated that a steering committee and other committees will be established to accomplish this purpose.
 - 2) Provide a single payment to UNITED WAY PBC in the amount of \$25,000 to partially offset the costs of licensing, hiring of a consultant to oversee implementation, and the cost of enhancements and customization of the system being utilized for the portal. This obligation shall be payable upon receipt of an invoice suitable for payment. Documentation of expenses incurred on or prior to the billing date in an amount equal to or exceeding the billing amount shall be provided with the invoice.
 - B. UNITED WAY PBC agrees to:
 - 1) Serve as the fiscal agent and the lead agency for the contracting necessary to accomplish the portal project.
 - 2) Enter into funding agreements with other participating entities willing to contribute to the cost of the project and to contribute UNITED WAY PBC funds in an amount equal to or exceeding COUNTY payment.
5. Termination. This Agreement may be terminated, in writing, by either party upon written notice to the other party, however, the obligation for COUNTY payment shall not be affected by the termination provided the obligations of UNITED WAY PBC described in Paragraph 4. are satisfied.
6. Insurance. UNITED WAY PBC shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. UNITED WAY PBC shall agree to provide COUNTY with at least ten (10) day 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 UNITED WAY PBC, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UNITED WAY PBC under the Agreement.
 - A. Commercial General Liability UNITED WAY PBC 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. UNITED WAY PBC shall provide coverage on a primary basis.
 - B. Business Automobile Liability UNITED WAY PBC shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles.

If UNITED WAY PBC does not own any automobiles, the requirement shall be amended to allow UNITED WAY PBC 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. UNITED WAY PBC shall provide coverage on a primary basis.

C. Worker's Compensation Insurance & Employers Liability UNITED WAY PBC shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. UNITED WAY PBC shall provide coverage on a primary basis.

D. Professional Liability UNITED WAY PBC shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$500,000 Each Claim. 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 UNITED WAY PBC's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, UNITED WAY PBC 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, UNITED WAY PBC shall purchase a SERP with a minimum reporting period not less than 3 years. UNITED WAY PBC shall provide this coverage on a primary basis.

E. Additional Insured UNITED WAY PBC shall endorse 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". UNITED WAY PBC shall provide the Additional Insured endorsements coverage on a primary basis.

F. Waiver of Subrogation UNITED WAY PBC hereby waives any and all rights of Subrogation against 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 to the policy, then UNITED WAY PBC 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 specifically prohibits such an endorsement, or which voids coverage should UNITED WAY PBC enter into such an agreement on a pre-loss basis.

G. 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.

H. Umbrella or Excess Liability If necessary, UNITED WAY PBC 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. 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.

I. Certificate of Insurance Prior to execution of this Agreement, UNITED WAY PBC shall deliver to COUNTY's representative, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum 10-day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

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

7. Representatives.

COUNTY's representative during the term of this Agreement shall be Channell Wilkins, whose telephone is (561) 355-4702. UNITED WAY PBC's representative during the term of this Agreement shall be Christine Koehn, Ph.D. whose telephone number is (561) 375-6671.

8. Notices.

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered, sent by prepaid express overnight courier or messenger service, or mailed by registered or certified mail return receipt requested to the following addresses:

AS TO COUNTY: Channell Wilkins, Director
Department of Community Services
810 Datura Street
West Palm Beach, FL 33401

With copy to: County Attorney's Office
Palm Beach County, 6th Floor
301 N. Olive Avenue
West Palm Beach, FL 33401

AS TO UNITED WAY
PBC: Christine Koehn, Ph.D., V.P of Community Impact
United Way of Palm Beach County
2600 Quantum Blvd.
Boynton Beach, FL 33426

All notices required by this Agreement shall be considered delivered *upon receipt*. If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within 10 days of the change.

9. Govern Law; Venue. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Agreement shall be held in Palm Beach County, Florida.
10. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder and now or hereafter existing at law or in equity or 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.
11. Severability. In the event any terms or provisions of this Agreement shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of this Agreement.
12. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
13. Inspector General. 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 UNITED WAY PBC, 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.
14. Standards of Compliance. The parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.
15. Public Records. The parties shall allow public access to all documents and materials related to this Agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should a party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.
16. Beneficiaries of Agreement. It is the intent and understanding of the parties that this Agreement is solely for the benefit of the parties. No person or entity other than the parties shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.
17. Assignment, Delegation, and Transfer. No party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior

written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

18. Construction of Agreement.
 - A. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto.
 - B. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
 - C. In the event any provision of this Agreement conflicts, or appears to conflict with any other provision of this Agreement, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any such conflict or inconsistency.

19. Records. The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties. Notwithstanding any other provision in this Agreement, 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.

20. Equal Opportunity. The COUNTY and UNITED WAY PBC agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of the Agreement.

21. Independent Contractor. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

22. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understanding or terms of any kind as conditions of inducement to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner as this Agreement.

23. Effective Date. This Agreement shall be effective upon execution by the parties and filing with the Clerk of Circuit Court in Palm Beach County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK,
CLERK & COMPTROLLER**

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

By: _____
Clerk & Comptroller Deputy Clerk

By: _____
Karen T. Marcus, Chair

WITNESS:

AGENCY:

Christine Koehn
Signature

United Way of Palm Beach County
AGENCY's Name Typed

Christine Koehn
Name Typed

By: Laurie George
Signature

59-0683258
AGENCY's Federal ID Number

Laurie George
AGENCY's Signatory Name Typed

Chief Operating Officer
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

By: _____
County Attorney

By: Channell Wilkins
Channell Wilkins, Director

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

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 United Way of Palm Beach County, Inc.
 2600 Quantum Blvd.
 Boynton Beach, FL 33426

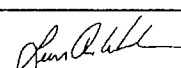
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: General Insurance Co of America	
INSURER B: Florida Retail Federation	
INSURER C: American States	
INSURER D:	
INSURER E:	

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	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		12/04/2009	12/04/2010	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
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision	01C130002810	12/04/2009	12/04/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		12/04/2009	12/04/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	52032297	12/04/2009	12/04/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Professional Liability		12/04/2009	12/04/2010	\$1,000,000 Occurrence \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 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 are listed as an additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Community Services Department 810 Datura Street West Palm Beach, FL 33401	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 Leon A. Weekes/DANAH 

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

This Certificate of Insurance 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.

**COMMUNITY DATA PORTAL PROJECT
EXECUTIVE PARTICIPATION AGREEMENT**

PURPOSE

The purpose of this Executive Participation Agreement is to provide a mechanism and framework to initiate and manage a data portal website that will optimize the use of community level indicators in understanding and improving the quality of life of Palm Beach County residents.

This Agreement describes the rights, duties, and obligations of participating organizations to the project as separate and distinct entities and sets forth the roles and responsibilities and the terms and conditions pursuant to which they will collaborate on discussions and negotiations on the project's behalf.

This Agreement designates a fiscal sponsor to receive and disburse funds on behalf of the participating organizations, and if funds are available for this purpose, to contract with vendors and engage personnel that will carry out necessary administrative activities under the group's direction.

BACKGROUND

Seven charter funding organizations have secured resources for and worked collaboratively to establish a community data portal website that will serve the general public and a broad range of constituencies and organizations engaged in community change and planning efforts in Palm Beach County.

The United Way of Palm Beach County
Children's Services Council of Palm Beach County
Health Care District of Palm Beach County
Quantum Foundation

Palm Healthcare Foundation
Board of County Commissioners of Palm Beach
County
Workforce Alliance, Inc

The data portal website is intended to provide non-biased, easy to understand health, environmental, economic and other local indicators to the greater community and to encourage and promote informed community action by providing easy to use evidence based best policy and practice examples and innovative community planning and communication tools.

ELIGIBILITY OF EXECUTIVE PARTICIPATION

The seven charter funding organizations listed above (the "Portal Collaborative"), acting through their designated representatives, are eligible for executive participation and shall carry out all duties related to the governance and administration of the Community Data Portal Project.

Additional organizations who wish to participate in the governance and administration of the Community Data Portal Project shall submit a letter of interest to the Portal Collaborative's fiscal sponsor. Consideration is given to any public, private or not-for-profit entity engaged in providing funding or administrative support to community based programs, business groups, associations, planning initiatives or organizations in Palm Beach County. Executive participation is granted at the sole discretion of the Portal Collaborative. Once a new organization is approved for executive participation by the Portal Collaborative, executive authority is conferred effective as of the date that the organization executes this Agreement and agrees to be bound by all of its provisions.

RESPONSIBILITIES OF EXECUTIVE PARTICIPATION

General: A participating organization in the Portal Collaborative shall have the right to designate a voting representative, and may also select an alternate to act in the absence of its representative. Voting representatives will perform the following duties on behalf of the project:

1. Attend meetings of the Portal Collaborative, as scheduled
2. Establish budget/fees for the project
3. Approve website content, customizations and enhancements

4. Make decisions related to the use of funds held by the fiscal sponsor
5. Notify own membership or other constituency of the project's progress as appropriate and when coordinated through the Portal Collaborative

All decisions on behalf of the Community Data Portal Project shall be made by the voting representatives of the Portal Collaborative, except as provided herein for actions by committees.

Financial: All organizations upon annual renewal of their participation as well as new organizations that are invited to join the Portal Collaborative must provide a minimum financial contribution which is determined by the executive participants of the project. The amount of this contribution is determined and redrawn every year and is allocated towards the project's administrative costs and base licensing fee each calendar year. Any one time or annual customization cost associated with the new or renewing member organization's interest in enhancing the website's content would be an additional expense of that organization that is not covered by this executive participation fee. The financial responsibility of executive participation may be waived by a unanimous vote of the Portal Collaborative.

GOVERNANCE & DECISION MAKING

Voting: One vote will be recorded per participating organization. A quorum shall consist of one representative/alternate of at least 50% (but not less than four of the participating organizations). Decisions will be based upon consensus of the Portal Collaborative. In the event that consensus cannot be reached, decisions will be based on a super-majority (2/3) vote of those voting representatives in attendance. Representatives/alternates may participate in person or by conference telephone or similar communications equipment, telephone poll, or by proxy.

Conflict of Interest: The representative/alternate of a participating organization shall not vote on any matter in which their organization receives funding from the Portal Collaborative or has direct financial benefit in such organization's favor from the Portal Collaborative, and shall not be counted for purposes of meeting the minimum number of required votes for taking such action. Prior to the vote, the representative/alternate shall fully disclose, or the Portal Collaborative shall ascertain, all material facts regarding the organization's financial interest in the matter.

Facilitation: In January of each year, the Portal Collaborative will select a Chairperson and Co-Chairperson. These facilitative positions may be re-appointed for any number of consecutive terms, or be removed or resign with or without cause at any time. The Chairperson shall, when present, preside at all meetings of the Portal Collaborative. The Chairperson shall act as spokesperson for the Portal Collaborative. The Co-Chairperson, in the absence of the Chairperson or in the event of his or her inability to act, shall perform all the duties of the Chairperson.

Standing Committees: The Portal Collaborative shall have a standing Executive and Advisory Committee. Special committees can be created by the Portal Collaborative as needed.

Executive: The Executive Committee shall consist of the Chairperson, Co-Chairperson, and one additional participating organization representative. The Executive Committee is authorized to act on any matter that requires immediate action, that is, any matter that must be acted upon before a meeting of the Portal Collaborative can be held. Executive Committee decisions shall be made by all three representatives. The Executive Committee shall deliver a report of its actions at the next succeeding meeting of the Portal Collaborative.

The Executive Committee shall be responsible for generally supervising the day-to-day activities of the project, including activity by the fiscal sponsor, consultant or oversight agency, other staff, and consultants.

Advisory: The Advisory Committee serves in an advisory capacity to the Portal Collaborative on website content, application and design related matters. Advisory Committee membership is not limited to the project's executive participants.

Resignation or Removal of Organization: A participating organization may resign from executive participation in the Collaborative at any time. A participating organization may also be removed by the Portal Collaborative for nonperformance, including failure to meet the criteria for participation or failure to meet funding commitments within thirty (30) days of a written request to do so. Prior to removal, a participating organization shall be notified of the grounds for removal and shall be given an opportunity to be heard. Upon receipt of an Organization's written resignation, or upon removal from participation, this Agreement shall terminate with respect to that Organization, except for any outstanding amounts owed pursuant to this Agreement or to the Portal Collaborative's fiscal sponsor.

FISCAL SPONSOR

The United Way of Palm Beach County has agreed to serve and is hereby designated as the initial fiscal sponsor for the Community Data Portal Project. On each anniversary date of this Agreement, the Portal Collaborative and the fiscal sponsor shall review the role and performance of the fiscal sponsor and determine by mutual consent whether to continue such relationship for another year.

Either the Portal Collaborative or the fiscal sponsor may request termination of the relationship at any time upon delivery of a notice to the other party at least thirty (30) days prior to the effective date of termination, identifying a substitute fiscal sponsor and providing any necessary third party approvals. Approval by the other party of the substitute fiscal sponsor shall not be unreasonably withheld. The substitute fiscal sponsor shall sign this Agreement and/or any other appropriate agreements prior to assuming the duties of fiscal sponsor.

Duties: The fiscal sponsor shall:

1. Be the legal recipient of all the Portal Collaborative funds, which it shall hold in a bank account or accounts on behalf of the Portal Collaborative and titled as such;
2. Provide annual audited financial reports for the Portal Collaborative, and such financial reports as the Portal Collaborative's funders shall require;
3. Disburse funds at the direction of the Portal Collaborative;
4. Execute such agreements in the name of and on behalf of the Portal Collaborative;
5. Employ and provide administrative support and supervision of consultants selected by the Portal Collaborative from funds received on behalf of the Portal Collaborative for this purpose; and,
6. Perform such other administrative and fiscal duties on behalf of the Portal Collaborative as are usually and customarily performed by a fiscal sponsor.

Compensation: The fiscal sponsor shall not be reimbursed for any of its direct and indirect expenses incurred in the performance of the above services.

Insurance: The fiscal sponsor shall ensure that all parties that are employed on behalf of the Portal Collaborative maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of its activities, including its activities as fiscal sponsor. All such insurance shall cover the fiscal

sponsor's services pursuant to this Agreement, if such coverage is available, with the increased cost, if any, borne by the Portal Collaborative.

Personnel: The Portal Collaborative may authorize the fiscal sponsor to employ a consultant and/or oversight agency on its behalf. Subject to the control, advice, and consent of the Portal Collaborative and the fiscal sponsor, the Consultant or oversight agency shall have general supervision, direction, and control over the Portal Collaborative's affairs in order that all decisions of the Portal Collaborative are carried into effect. The Consultant or oversight agency shall be empowered to act, speak for, or otherwise represent the Portal Collaborative between meetings of the Portal Collaborative, and to negotiate and administer material transactions on behalf of the Portal Collaborative.

AGREEMENT TERM, AMENDMENT & AUTHORITY

This Agreement shall remain in effect unless cancelled in accordance with the provisions found in the Resignation or Removal of Organization section of this agreement. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to do so. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between or among them on the same subject matter.

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original instrument, but all of them together shall constitute but one Agreement. Each of the signors of this Agreement intend to participate as separate and distinct entities, and do not intend to, nor shall this Agreement be read or interpreted to, form a new entity for the purposes of making decisions regarding the project.


As the authorized representative of the organization named below, I hereby execute the foregoing Community Data Portal Project Executive Participation Agreement, effective as of December 1, 2010.

Name of Organization: _____
Typed Name of Representative: _____
Title of Representative: _____
Signature of Representative: _____
Date: _____

Name of Organization: _____
The following person is hereby designated as the initial representative to the Portal Collaborative: _____

The following person is hereby designated as the initial alternate to the Portal Collaborative : _____
Date: _____

PBC Data Portal Project

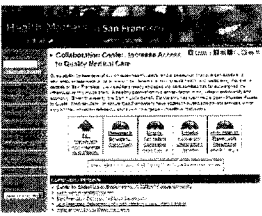


**HEALTHY
COMMUNITIES
INSTITUTE**

Presenter: Greta von Unruh, Executive Director
Economic Development Research Institute

MISSION

Invest in the information-driven mobilization of local resources
towards a more vibrant, sustainable community
by providing instant online access to credible local data and planning tools
to residents, public and private organizations conducting business
in Palm Beach County .



Healthy Communities Network (HCN)

Specializes in providing local, online community indicator dashboards and best practice sharing tools to help communities, counties and states improve health, economic vitality, environmental sustainability and quality of life outcomes.
(Former 10 years ago w/Dr. Len Duhl, UC Berkeley, "Healthy Cities")

- Many Organizations Today Conduct Community Assessments
 - ✓ Hire consultants, or internal team
 - ✓ Commission a static report
 - ✓ Out of date when published
 - ✓ Distribution is low
 - ✓ Does not lead to informed action and community engagement
- Sources, requirements & potential for Data Driven planning on the rise (PHAB, HP 2010/2020, MAPP, HC Reform, IRS 990..)
 - ✓ Federal government is exploding with data (CMS, USDA, EPA, HUD, Education, Commerce...)
 - ✓ Communities want to "see" how they are doing on health, economic and various other and quality of life measures
 - ✓ Strategic planning, local report cards, local requests for data, etc.
 - ✓ It's more than data – it's about evidenced-based change
 - ✓ Want to connect people in the community to resources

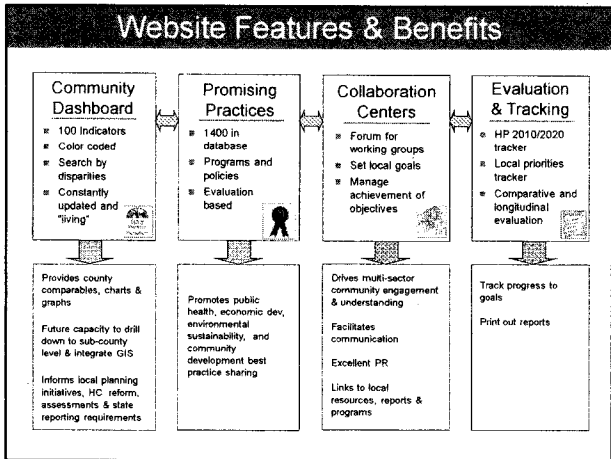
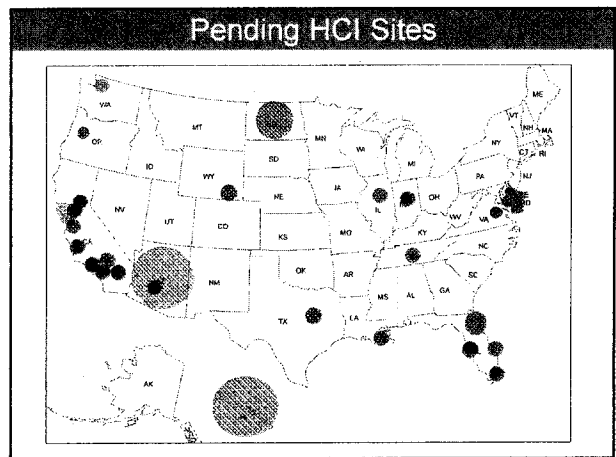
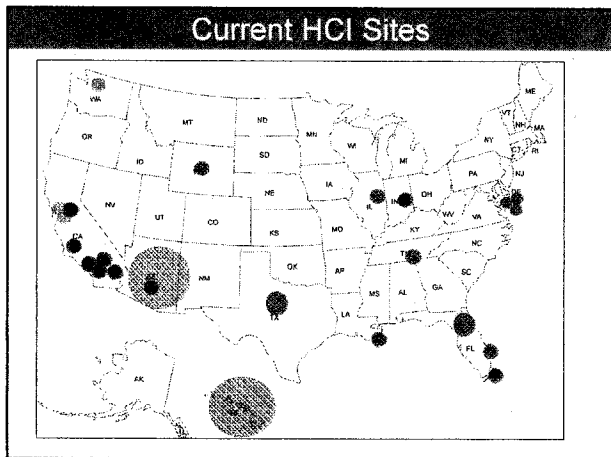
HCI Expertise

HCI Team

- Deryk Van Brunt, President, DrPH; Associate Clinical Professor, UC Berkeley; CEO, eMedicine; COO HealthCentral
- Marcos Athanasoulis, CTO, DrPH; Director IT, Harvard Medical School; VP Eng Relay; CTO HealthCentral
- Florence Reinisch, VP Content & Research/Client Services, MPH; Research Dir, CA Health Department
- Sheila Baxter, Business Development, MPH Health Policy and Management, WHO, UCSF, Kaiser Permanente
- Kathi deFremery, Director of Finance, MBA, Finance Director, Center for Volunteer & Non-profit Leadership


Advisors

- Dr. Kevin Patrick, MD, MPH; Professor UCSD, Editor In Chief American Journal of Preventive Medicine
- Ambassador Kevin Moley, U.S. Ambassador to United Nations 2001-06, Assistant Secretary HHS
- Dr. Len Duhl, MD, MPH, Professor UC Berkeley; Co-Founder Healthy Cities Movement
- Linda Neuhauser, DrPH, MPH, Clinical Professor, School of Public Health, Co-PI Health Research for Action, UC Berkeley
- Larry Leisure, Global Healthcare Practice Leader Accenture, CRO Kaiser Permanente
- Dr. David Holbrooke, CEO PerSe Techs, Board Advisor McGill University Medical School
- Hans Ploos Van Amstel, CFO Levi Strauss



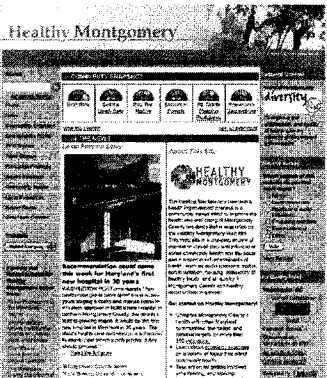
Rigorous Data Standards

- ✓ Data must be scientifically collected using quality research standards and/or be peer reviewed.
- ✓ Data from academic institutions or government entities is preferred
- ✓ The source of the data is identified and if a conflict of interest could exist on the part of the data collector, that will be clearly noted
- ✓ Data is updated annually or more often
- ✓ Data should be compared to other locales, and made available at the sub-county level where possible



Other Locally Driven Activity

- Feature Story and Local News
- Community Polls
- Homepage widgets (Air, weather, beach, emergency alerts)
- Local Programs/Best Practices
- Local Resources
- Reports
- Events
- News



The screenshot shows the 'Healthy Montgomery' website interface. At the top, there's a navigation bar with icons for 'Home', 'About Us', 'Contact Us', 'Events', 'Reports', 'Local Resources', 'Community Polls', and 'Weather'. Below the navigation bar, there are several news articles with headlines and images. One prominent article is titled 'Safe search for Montgomery's first ever hospital in 20 years'. The website layout is clean and organized, with a focus on local health and community news.

PBC DATA PORTAL PROJECT

CONTACT INFORMATION
Greta von Unruh, EDRI
gvonunruh@edri-research.org
561.366.9558