PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Octo	ober 1, 2013	[X] []	_			Regular Public Hearing				
[] Ordinance [] Public Hearing Department Submitted By: Community Services Submitted For: Community Services										
	<u>I. E</u>	XECUT	IVE BRIEF							
Motion and Title: Staff recommends motion to approve: Agreement for Provision of Financial Assistance with Treasure Coast Health Council, Inc. d/b/a Health Council of Southeast Florida for the period September 10, 2013, through November 30, 2013, in an amount of \$10,000, to serve as the oversight agency and fiscal sponsor for the internet-based community health data portal.										
Summary: This agreement with Treasure Coast Health Council, Inc. d/b/a Health Council of Southeast Florida will support contracted management, fiscal agent, licensing and related expenses for the Community Health Data Portal Project (Portal Project). The Portal Project is a website portal intended to provide non-biased, easy to understand, health, environmental, economic and other local indicators to the greater community and is intended to encourage and promote informed community action by providing evidence-based policy and best practice examples, data sets, and innovative community planning and communication tools. In addition to being a resource for the general public and community organization, the portal will assist County staff and advisory boards in needs evaluation and the establishment of priorities for health and human services spending and service delivery. There are seven organizations collaborating in the portal. Additional partners are expected in the future. The County contribution of \$10,000 is approximately 5.6% of the annual project cost (approximately \$180,000). The remainder of the annual year project cost is shared by the other funders. Julie Graham, an employee of Health Council of Southeast Florida, is a member of the Palm Beach County HIV Care Council. This Council provides no regulation, oversight, management, or policy-setting recommendations regarding the Portal Project. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. Countywide (TKF)										
Background and Justification: Seven (7) funding organizations have secured resources and worked collaboratively to establish and continue the community data portal website that serves the general public and a broad range of constituencies and organizations engaged in community change and planning efforts in Palm Beach County.										
Attachments: Agreement for Provision of Financial Assistance										
Recommended By		- 1	11/2			9/9/13				
	Department Di	rector			Date					
		/			~	7/19/2				
Approved By:	Assistant Cou	nty Adm	ninistrator	4	/	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	Fiscal Years	2013	2014	2015	2016	2017
External Revenue Program Income (County) In-Kind Match (County) No. ADDITIONAL FTE POSITIONS (Cumulative) Solitem Included In Previous Budget? YesX No Budget Account No.: Und 0001 Dept 140 Unit 1220 Object Program Code Program Period Solitem Included In Previous Budget? YesX No Budget Account No.: Und 0001 Dept 140 Unit 1220 Object Program Code Program Period Solitem Included In Previous Budget? YesX No Ind 0001 Dept 140 Unit 1220 Object Program Code Program Period Solitem Included In Previous Budget? YesX No Ind 0001 Dept 140 Unit 1220 Object Program Code Program Period Solitem Included In Previous Budget? YesX No Ind 0001 Dept 140 Unit 1220 Object Program Code Program Period Solitem Included In Previous Budget? YesX No Included In Previous Budget? YesX No Program Period Included In Previous Budget? YesX No Program Code Program Period Included In Previous Budget? YesX No Program Period Includ	Capital Expenditures					
Program Income (County) In-Kind Match (County	Operating Costs	10,000				
NET FISCAL IMPACT NO. ADDITIONAL FTE POSITIONS (cumulative) Interm Included In Previous Budget? YesX No und get Account No.: und 0001 Dept 140 Unit 1220 Object Program Code Program Period Recommended Sources of Funds/Summary of Fiscal Impact: Invoice will be reimbursed from FY2013 Budget. Departmental Fiscal Review: Taruna Malhotra, Director, Financial & Suppo III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development and Control Comments: Contract Development and Control	External Revenue					
NET FISCAL IMPACT No. ADDITIONAL FTE POSITIONS (Cumulative) Item Included In Previous Budget? Yes X No und 0001 Dept 140 Unit 1220 Object Program Code Program Period Recommended Sources of Funds/Summary of Fiscal Impact: Invoice will be reimbursed from FY2013 Budget. Departmental Fiscal Review: Taruna Malhotra, Director, Financial & Suppo III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development and Control Comments: OFMB Fiscal and/or Contract Development and Control Comments: Legal Sufficiency:	Program Income (County)					
No. ADDITIONAL FTE POSITIONS (Cumulative) Sittem Included In Previous Budget? YesX No udget Account No.: und 0001 Dept 140 Unit 1220 Object Program Code Program Period Recommended Sources of Funds/Summary of Fiscal Impact: Invoice will be reimbursed from FY2013 Budget. Departmental Fiscal Review: Taruna Malhotra, Director, Financial & Suppo III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development and Control Comments: OFMB Fiscal and/or Contract Development and Control Comments: OFMB Fiscal Sufficiency: A. Contract Development and Control Comments: Contract Development and Control Comments: Contract Development and Control Comments:	n-Kind Match (County)					
Recommended Sources of Funds/Summary of Fiscal Impact: Invoice will be reimbursed from FY2013 Budget. Departmental Fiscal Review: Taruna Malhotra, Director, Financial & Supposition of Fiscal and/or Contract Development and Control Comments: OFMB Fiscal and/or Contract Development and Control Comments: Legal Sufficiency: Chief Assistant County Attorney	NET FISCAL IMPACT	10,000				
A. OFMB Fiscal and/or Contract Development and Control Comments: OFMB Fiscal Sufficiency: Legal Sufficiency: OFMB Assistant County Attorney Program Code Program Period						
III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development and Control Comments: OFMB MU 9/11 Contract Development and Control Comments Contract Deve	udget Account No.: and <u>0001</u> Dept <u>140</u> Unit <u>12</u> Recommended Sou	220 Object	Program	Code		Period
OFMB Fiscal and/or Contract Development and Control Comments: OFMB No. 9/11 (2011) Contract Development and Control C	Departmental Fisca	l Review: <u>⑦</u> Tarí	ກ ina Malhotra	a, Director, F	inancial & S	Support S
OFMB/NU 9/11 Control Control G-16-13 Expected				_ 		
3. Legal Sufficiency: 9-16-13 Explicit Chief Assistant County Attorney	A. OFMB Fiscal and/or	· Contract Dev	elopment a	and Control	Comments	5:
Chief Assistant County Attorney	OFMBKN 9/11	ce 91.113	Contra 9-16	n d	Jewo Grant and Co	ontko
	B. Legal Sufficiency:					
Cother Department Review:	Chief Assistant Cour	aty Attorney	19/13			
	C. Other Department F	Review:				

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

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This AGREEMENT is made as of the ______ day of ______, 2013, 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 <u>Treasure Coast Health Council</u>, <u>Inc. d/b/a Health Council of Southeast Florida</u>, 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 **59-2242689**.

WHEREAS, COUNTY, United Way of Palm Beach County, the Children's Services Council of Palm Beach County, the Health Care District of Palm Beach County, Quantum Foundation, Palm Healthcare Foundation, and Workforce Alliance has worked cooperatively to establish an internet-based community health data portal; and

WHEREAS, the community health data portal is 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 is an important tool in the tracking of health and human service 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 provides dashboards and other functions that are 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, the Agency is responsible for oversight of the community health data portal; and

WHERAS, it has been determined 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 AGENCY do hereby agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are hereby adopted and incorporated herein by this reference.
- 2. <u>Purpose</u>. 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. <u>This Term.</u> This Agreement shall become effective September 10, 2013 through November 30, 2013, 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 ongoing sustainability of the community health data portal through participation on the established steering committee (Portal Collaborative).
- 2) Provide a single payment to AGENCY in the amount of \$10,000 to partially offset the costs of contracting with an oversight agency that will provide ongoing maintenance, enhancements, and customization of the system being utilized for the portal. This obligation shall be payable upon receipt of an invoice suitable for payment.

B. AGENCY agrees to:

- 1) Serve as the oversight entity and 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 AGENCY funds in an amount equal to or exceeding COUNTY payment.
- 5. <u>Termination</u>. 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 AGENCY described in Paragraph 4 are satisfied.
- 6. <u>Insurance.</u> The AGENCY agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by AGENCY under this contract. In addition, AGENCY agrees to notify COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change taking place during the life of this contract.
 - A. <u>Commercial General Liability</u>. The AGENCY agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.
 - B. <u>Business Automobile Liability</u>. The AGENCY agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event AGENCY does not own automobiles, AGENCY agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

- C. 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.
- D. <u>Professional Liability.</u> The AGENCY shall agree to maintain Professional Liability, or equivalent Directors & Officers Liability, at a limit of liability not less than \$500,000 Per Occurrence. 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 AGENCY most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY warrants the Retroactive Date equals or precedes 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 "claimsmade" form the Certificate of Insurance must also clearly indicate the "retroactive date" of the coverage. In the event the policy is canceled, nonrenewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, AGENCY shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve AGENCY of the obligation to provide replacement coverage.
- E. <u>Additional Insured.</u> The AGENCY agrees to endorse COUNTY as an Additional Insured with <u>a CG026 Additional Insured or its equivalent Designated Person or Organization</u> endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- F. <u>Waiver of Subrogation</u>. The AGENCY agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit AGENCY to enter into an preloss agreement to waive subrogation without an endorsement, then AGENCY agrees 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. Right to Review. COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

- H. <u>Umbrella or Excess Liability</u>. The AGENCY may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. AGENCY agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- I. <u>Certificate of Insurance.</u> The AGENCY agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, AGENCY agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

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

- 7. <u>Representatives</u>. COUNTY's representative during the term of this Agreement shall be Channell Wilkins, whose telephone is (561) 355-4702. AGENCY's representative during the term of this Agreement shall be Andrea Stephenson, MBA, MHS, whose telephone number is (561) 844-4220 extension 25.
- 8. <u>Notices</u>. 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 AGENCY

Andrea Stephenson, MBA, MHS, Executive Director

Health Council of Southeast Florida 600 Sandtree Drive, Suite 101 Palm Beach Gardens, FL 33403

All notices required by this Agreement shall be considered delivered upon receipt. If either party changes it 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. <u>Govern Law; Venue</u>. 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. <u>Remedies</u>. 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. <u>Severability</u>. 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.
- 12. <u>Enforcement Costs</u>. 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 Palm Beach County Code, Section 2-421 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 2-440, and punished pursuant to Section 125.69, Florida Statues, in the same manner as a second degree misdemeanor.
- 14. <u>Standards of Compliance</u>. 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. <u>Public Records</u>. The parties shall allow public access to all documents and materials related to this Agreement in accordance with the provisions of Chapter 119, Florida Statues. Should a party assert any exemptions to the requirements of Chapter 119 and related statues, the burden of establishing such exemptions, by way of injunctive or other relief as provided by law, shall be upon that party.
- 16. <u>Beneficiaries of Agreement</u>. 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. <u>Assignment, Delegation, and Transfer</u>. No party shall assign, delegate, or otherwise transfer its right 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 Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.
- 20. Equal Opportunity. The COUNTY and AGENCY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, age, 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.

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: Steven L. Abrams, Mayor						
WITNESS:	AGENCY:						
Signature	Treasure Coast Health Council Inc. AGENCY's Name Typed d/b/a Health Council of Southeast Florida						
Lisa Muniz Name Typed	BY: Signature						
59-224 2689 AGENCY's Federal ID Number	Andrea D. Stephenson AGENCY's Signatory Name Typed						
	Executive Director AGENCY's Signatory Title Typed						
APPROVED AS TO FORM AND LEGAL SUFFICIENCY Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS Department of Community Services BY: Channell Wilkins, Director						

Oversight Agency Statement of Work

Exhibit A

The Treasure Coast Health Council Inc. d/b/a Health Council of Southeast Florida (HCSEF) will support The Data Portal Collaborative of Palm Beach County's mission to measurably improve the lives of individuals and families in Palm Beach County by providing technical, administrative and fundraising expertise towards the further development of www.pbccounts.org: a comprehensive web-based portal of data and information on Palm Beach County. HCSEF agrees to market the use of the website comprehensively to the public, private and non-profit sectors, and maintain a budget and business plan for the project in concert with its funders and provide website design/maintenance, fundraising, marketing and training support for the overall effort.

Key responsibilities of HCSEF will include:

- Serve as the oversight agency and fiscal sponsor for the Community Data Portal Project for a term of 12 months beginning December 1, 2012 and ending November 30th, 2013.
- The fiscal sponsor shall:
 - Be the legal recipient of all the Portal Collaborative funds which, while not required to be physically segregated, shall be shown separately in financial reporting for ease of reference and verification.
 - o Provide an annual organizational audit and quarterly financial and programmatic reports for the Portal Collaborative, and well as other such financial and programmatic reports as the Portal Collaborative funders shall require.
 - O Disburse funds as per the approved budget, with all customization and new dollars received allocated at the direction of the Portal Collaborative.
- Update and continue to execute the Portal Collaborative business plan based on strategic planning with the Portal Collaborative that outlines the future of the project and a specific fiscal year work plan.
- Fundraising to support the project's business plan.
- Accepting the assignment for the remainder of the 3-year contract with Healthy Communities, Inc. to provide the portal's platform, and researching future platforms in order to make a specific recommendation for the project.
- Facilitate the Portal Collaborative and its committees and any advisory committees.
- Initiate partnerships and collaboration with other data portals, such as Miami, Orlando, Tampa Bay area and Jacksonville, as well as the Florida Chamber of Commerce, when possible.
- Work with the core funders and the greater community to enhance the content and utility of the website (online dashboards, custom indicators, mapping, etc.).
- Provide technical support, training, outreach and marketing on the websites features.

AC	R	D	€

Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Daniel E. Kross

PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

TREAS08 OP ID: TP

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

INSURER A: Hartford Casualty Ins Co

DATE (MM/DD/YYYY) 06/07/13

NAIC #

29424

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

561-686-2266 CONTACT NAME: 561-686-2313 PHONE (A/C, No, Ext): E-MAIL ADDRESS:

INSURED Treasure Coast Health Council, Inc., d/b/a Health Council of Southeast Florida 600 Sandtree Dr., Suite 101 Palm Beach Gardens, FL 33403					INSURER B: Hartford Underwriters Ins. Co				30104		
					INSURER C : Federal Insurance Company						
					INSURER D :						
					INSURER						
, , , , , , , , , , , , , , , , , , , ,						RF:		- March 1987			
CO	/ERAGES CER	TIFIC	CATE	NUMBER:	INDONE			REVISION NUMBER:			
TH	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE	NSUF	RANCE LISTED BELOW HAY	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										THE TERMS,	
LTR	INSR TYPE OF INSURANCE INSR WVD P			POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)			LIMIT	LIMITS		
	GENERAL LIABILITY				1			EACH OCCURRENCE	\$	1,000,000	
Α	X COMMERCIAL GENERAL LIABILITY	X		21SBMBV0075	.	05/30/13	05/30/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	Excluded	
								GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000	
	X POLICY PRO- JECT LOC			·	.				\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
Α	ANY AUTO			21SBMBV0075		05/30/13	05/30/14	BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$			
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
	A0100							(i oi acoidan)	\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION\$								\$		
	WORKERS COMPENSATION							X WC STATU- OTH- TORY LIMITS ER			
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE ()	N/A		21WECDZ3934		01/01/13	01/01/14	E.L. EACH ACCIDENT	\$	1,000,000	
-	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE		1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
C	Directors&Officers		-	8164-4447		02/03/13	02/03/14	Max Limit		1,000,000	
Liability								Retention		5,000	
										·	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Directors & Officers Liability Coverage is Claims Made with a 2/3/1997										
Dire	ctors & Officers Liability Coverage i	is Cl	aims	Made with a 2/3/1997	Çonouule,	., 0 0 0000 13					
Palr	oactive Date. า Beach County Board of Count Coi red with respects to General Liabili	mmi	ssioi	ners is included as Addi	itional	* .					
Insu	red with respects to General Liabili	ty as	req	uired by written contrac	t.						

CERTIFICATE HOLDER

Palm Beach County Board of

CANCELLATION

PALMB-1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

County Commissioners
Attn: Contract Monitor
810 Datura Street
West Palm Beach, FL 33402

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August 12, 2013

Palm Beach County
Department of Community Services
Attn: Mr. Channell Wilkins, Director
810 Datura Street
West Palm Beach, FL 33401

RE: Certificate of Liability Insurance - Statement on Autos

Dear Mr. Wilkins:

The Certificate of Liability Insurance submitted with our Palm Beach County Counts funding documents for approval by the Palm Beach County Board of County Commissioners indicates under the "Automobile Liability" section that "Hired Autos" and Non-owned Autos" are covered. In conjunction with this coverage, please be advised that Treasure Coast Health Council, Inc. (DBA, Health Council of Southeast Florida) does not have any corporate-owned autos.

Please contact me should you have any questions with regards to our insurance coverage.

Sincerely,

Andrea D. Stephenson Executive Director