

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 13, 2015	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Financially Assisted Agencies

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I. EXECUTIVE BRIEF


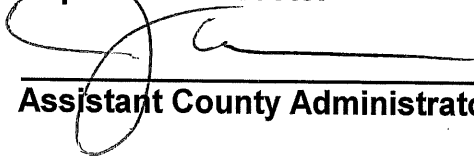
**Motion and Title:** Staff recommends motion to approve: Contract for Provision of Financial Assistance with United Way of Palm Beach County, Inc., for the period October 1, 2014, through September 30, 2015, in an amount not to exceed \$139,664 to support the information and referral call center operation at 211 Palm Beach/Treasure Coast, Inc.

**Summary:** On July 22, 2014, the Board of County Commissioners (BCC) approved funding allocations for the Financially Assisted Agencies (FAA) Program and the Youth Violence/Diversion and Summer Camp Scholarship Programs being transferred to the new Youth Services Department. The contract being recommended in this item reflects the dollar amount approved by the Board for 211 Palm Beach/Treasure Coast, Inc. for FY2015. United Way of Palm Beach County, Inc. serves as the fiscal and contracting agent. The contract represents \$139,664 of the total FAA funding allocation of \$11,290,068. Employee Kasha Owers of United Way of Palm Beach County Inc. serves on a county advisory board, The Homeless Advisory Board. This board provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. 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:** In providing for human service needs, Palm Beach County augments its own service mix through the provision of funding for programming and services delivered by community-based agencies. The Financially Assisted Agencies program was established in the early 1980s to overcome the adverse impact of reduced federal funding. It is now an important component of the federal, state and local funding sources that support our County's system of care. The Board of County Commissioners has directed staff to pursue data-driven, evidenced-based programming and outcome measures that ensure effective changes in people's lives in our community. Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a unit cost basis and funds cannot be used to initiate or to pursue litigation against the County.

**Attachments:** Contract for Provision of Financial Assistance

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Recommended By:		12/15/14
	Department Director	Date
Approved By:		12/31/14
	Assistant County Administrator	Date

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	139,664				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	139,664				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Proposed Budget: Yes   X   No           

**Budget Account No.:**

Fund. 0001 Dept. 740 Unit 2526 Obj. 8201 Program Code N/A Program Period: N/A

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

**C. Departmental Fiscal Review:** mm  
Taruna Malhotra, Director, Financial & Support Svcs.


### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

OFMB 3/10 12/16  
AK 12/16/14

*Dr. J. J. [Signature]*  
Contract Development and Control  
12-24-14 *B. Becker*

### B. Legal Sufficiency:

  
Chief Assistant County Attorney

**C. Other Department Review:**

Department Director

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

# CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **United Way of Palm Beach County, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-0683258**.

Whereas the AGENCY has agreed to oversee a consolidated funding contract with 211 Palm Beach/Treasure Coast, Inc.; and

Whereas the AGENCY has agreed to provide access to the services funded by this contract as set forth in Exhibit A;

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

## **ARTICLE 1 - SERVICES**

The AGENCY agrees to sub-contract with and provide oversight to the 211 Palm Beach/Treasure Coast, Inc., contract for scope of services as outlined on the first page of Exhibit A.

## **ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on October 1, 2014 and complete services on September 30, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.

## **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of **One Hundred Thirty-Nine Thousand, Six Hundred and Sixty-Four Dollars (\$139,664)**. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. AGENCY agrees to make payments in equivalent amounts to 211 Palm Beach/Treasure Coast, Inc. upon verification that services were performed in accordance with the scope of services for 211 Palm Beach/Treasure Coast, Inc. described in Exhibit A.

The billing unit cost definition for this contract year is set forth in Exhibit B. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY 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 AGENCY'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 within three (3) years following final payment.

#### **ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS**

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by

dividing the contract service amount by the months in the contract unless otherwise provided for in this contract.

## **ARTICLE 7 - INSURANCE**

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the 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 AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. Business Automobile Liability** The AGENCY 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 the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- 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. Professional Liability** AGENCY 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 AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY 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, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.

- E. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** AGENCY 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 to the policy, then AGENCY 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 AGENCY 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, AGENCY 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.
- I. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 29, 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  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

#### **ARTICLE 8 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY 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 AGENCY 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 AGENCY.

#### **ARTICLE 10 - WARRANTIES AND LICENSING REQUIREMENTS:**

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

#### **ARTICLE 11 – NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

#### **ARTICLE 12 - 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.



## **ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed. The agency will provide a final close out report and Financial Reconciliation Statement as set forth in Exhibit "C" on accounting for all funds expended hereunder no later than 30 days from the contract end date.
- B.** Reimburse funds to COUNTY that are deemed misused, misspent or unspent.
- C.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- D.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E.** To allow COUNTY through the Department of Community Services (DEPARTMENT) to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work & Service Units, Exhibit A and Schedule for Payment FY 2015, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- F.** For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.
- G.** Agency agrees that their allowable administration costs will not exceed 15% of the contracted amount.

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

## **ARTICLE 14 – COUNTY PROGRAMATIC REQUIREMENTS**

The COUNTY will:

- A. Participate in meetings called by the AGENCY regarding the 211 Palm Beach/Treasure Coast, Inc. contract.
- B. Assist with program monitoring.
- C. Provide support in the review and reporting of the final report submitted to the AGENCY submitted by 211 Palm Beach/Treasure Coast, Inc.

## **ARTICLE 15 – ACCESS AND AUDIT REQUIREMENTS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The Agency will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on accounting for all funds expended hereunder no later than 30 days from the contract end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, 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 AGENCY, 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 Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.

- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: Amalia Hernandez  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**

#### **ARTICLE 16 - CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY 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 AGENCY'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 AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its 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 AGENCY under the terms of this Contract.

#### **ARTICLE 17 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is

prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 17, Paragraph A.
- D. In the statement specified in Article 17, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

#### **ARTICLE 18 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **ARTICLE 20 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - SUBCONTRACTING**

The AGENCY shall subcontract with 211 Palm Beach/Treasure Coast, Inc. for services under this contract.

## **ARTICLE 22 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 23 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

## **ARTICLE 24 - ARREARS**

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY 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 AGENCY 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 Palm Beach County Code 2-421 through 2-440, as may be amended.

## **ARTICLE 26 - TERMINATION**

This contract may be canceled by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered in compliance with this contract through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.

Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

#### **ARTICLE 27 – 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 28 - 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 AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY 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 AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY 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 AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 29 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Channell Wilkins, Director  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Laurie George, President & CEO  
United Way of Palm Beach County, Inc.  
2600 Quantum Boulevard  
Boynton Beach, Florida 33426

## **ARTICLE 30 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be made available to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

## **ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 32 - SCRUTINIZED COMPANIES** (when contract value is greater than \$1 million) shall be added:



As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Shelley Vana, Mayor

WITNESS:

Kasha Owens  
Signature

AGENCY:

United Way of Palm Beach County, Inc.  
AGENCY's Name Typed

Kasha Owens  
Name Typed

BY Laura George  
Signature

59-0683258  
AGENCY's Federal ID Number

Dr. Laura George  
AGENCY's Signatory Name Typed

President & CEO  
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services

By: Channell Wilkins  
Channell Wilkins, Director

## **EXHIBIT A**

### **SCOPE OF WORK & SERVICE UNITS 2015 FINANCIAL ASSISTANCE CONTRACT**

**Agency Name: United Way of Palm Beach County, Inc.**

#### **General Description**

211 Palm Beach/Treasure Coast, Inc. (211) mission is to assist people by providing crisis intervention, information, assessment and referral to community services and by providing infrastructure support to the health and human service delivery system. 211 Palm Beach/Treasure Coast, Inc. provides empathetic guidance and support to individuals and families in distress or in need of information about health and human service programs. 211 Palm Beach/Treasure Coast, Inc. operates a 24-hour per day, 365 day per year telephone helpline/hotline service providing an array of support and assistance, including information, assessment, advocacy, referral and linkage to appropriate community agencies, as well as crisis intervention and suicide prevention. 211 Palm Beach/Treasure Coast, Inc. Community Resource Database is the foundation of 211 Palm Beach/Treasure Coast, Inc. operation and consists of information on community health and human services which is collected, maintained and made available via telephone (by calling 2-1-1), in printed directories and on the web at [www.211palmbeach.org](http://www.211palmbeach.org). 211 Palm Beach/Treasure Coast is expected to maintain the website and database at a level comparable in quality and usability to similarly situated crisis/information/referral agencies.

#### **Accreditation**

211 Palm Beach/Treasure Coast, Inc. is accredited by the American Association for Suicidology (AAS) and was the first agency in the State of Florida and the fifth in the nation to receive accreditation by the national Alliance of Information & Referral Systems (AIRS). Locally, 211 Palm Beach/Treasure Coast, Inc. has successfully completed the Nonprofits First initial and supplemental certification process related to sound nonprofit management. A certificate of accreditation signifies adherence to the standards and quality goals set forth by AAS, AIRS and Nonprofits First.

#### **Services**

Services provided by 211 Palm Beach/Treasure Coast, Inc. include and are defined as follows:

1. Information, Assessment, & Referral (IA&R) -

- Assessing the caller's needs, identifying resources to meet those needs, and providing a referral to identified resources. This may involve assessment of the presenting situation and clarification of needs along with an evaluation of appropriate resources.
- Providing a limited response to requests for non-complex information along with agency names, telephone numbers, addresses, program descriptions, eligibility criteria and application processes may be provided.
- Providing direct telephone linkage to the needed service, upon caller request or upon affirmative response by the caller when this is suggested as an option.

- Providing additional efforts to locate services in complicated or resource limited circumstances including the provision of intensive, short-term support in navigating the complex health and human services system.
2. Helpline Counseling Services – providing a telephone service that allows the caller to talk confidentially about their personal problems with an empathetic, active listener and providing crisis/suicide de-escalation when responding to the emotional state of the caller.
  3. Emergency Intervention – providing assistance by contacting law enforcement, fire/rescue or the abuse registry.
  4. Database Maintenance – collecting and maintaining up-to-date pertinent information related to available health and human services.
  5. Web Site Development and Maintenance– providing up-to-date, pertinent, easily accessible information related to health and human services via the web.

### **Expectations**

When there is a State of Florida Shared 211 Database, it is expected by the funders that 211 Palm Beach/Treasure Coast, Inc. will provide data to the State's comprehensive 211 database. Further, it is expected that 211 Palm Beach/Treasure Coast, Inc. will accurately capture, maintain and report on the various indicators identified by the funders in the Deliverables/Reporting Section of this contract. When requested, 211 Palm Beach/Treasure Coast, Inc. will provide information directly produced through its various automated systems.

### **Deliverables/Reporting**

Deliverables shall include:

1. **Service Delivery Reports** containing the following information shall be charted and trended by month (including numbers and percentages), and provided by January 31, 2015 (data for January 1, 2014 – December 31, 2014):
  - 1.1. Call Volume (Chart and Bar Graph)
  - 1.2. Call Type: By percentage (Line Graph)
  - 1.3. Problem/Needs: Total number with percentages (Chart only with added columns for total period percentages)
  - 1.4. Website: Number of Visits and Hits (Line Graphs)  
Online Resource Database: Number of Visitors (Line Graph)
2. **Management Reports** containing the following information shall be charted and trended by month (including numbers and percentages), and provided by February 15, 2015 (data for January 1, 2014 – December 31, 2014)
  - 2.1. Call Volume: Number of calls received, answered and abandoned by daytime, evening and overnight (Line Graphs)
  - 2.2. Average Wait Time: By daytime, evening and overnight (Line Graphs)
  - 2.3. Average Talk Time: By daytime, evening and overnight (Line Graphs)

3. **Specialty Reports** provided by February 15, 2015 (data for January 1, 2014 – December 31, 2014) September 30, 2015 (data for September 1, 2014 – August 31, 2015):
  - 3.1. Child Care and Afterschool Care Report
    - Number of Calls received requesting information on childcare (0-5)
    - Number of Calls received requesting information on afterschool care (age 5+)
    - Number of Calls referred to Family Central for information in each category
4. **Annual Service Report** containing the following information shall be provided by February 15, 2015 (data for January 1, 2014 – December 31, 2014):
  - 4.1. Call Volume by month
  - 4.2. Call Type by Percentage
  - 4.3. Problem/Needs by Percentage
  - 4.4. Call Origin by Area of County by Percentage
  - 4.5. Gender of Caller - By percentage
  - 4.6. Age of Caller by Percentage
  - 4.7 Race/Ethnicity of caller - by percentage
  - 4.8 Referrals - List of top 25 agencies receiving the most referrals

#### **Performance Goals and Targets**

Provide the 211 dashboard report (full calendar year for the prior year) including progress toward achieving targets identified below by February 15, 2015. The 211 Board of Directors will review organizational performance for the 2013 calendar year using the dashboard in early 2014. Should Performance Targets be adjusted for the 2015 calendar year based on that review, 211 will provide a revised 2015 dashboard by March 30, 2015.

1. Call volume will represent the proportion of residents in the Counties within the service area.  
**Targets:**
  - 70% of callers will be from Palm Beach County
  - 30% of callers will be from the Treasure Coast Communities
2. A high level of caller satisfaction will be achieved.  
**Target:**
  - A 90% positive response rate will be received as measured through caller satisfaction surveys.

3. Quality service based on core competencies will be provided.

**Target:**

- ***Information, Assessment and Referral Calls (IA&R).*** Staff will exhibit quality service by scoring an average of 90% or better on the IA&R competency monitoring form.
- ***Suicide Calls.*** Staff will exhibit quality service by scoring an average of 90% or better on the suicide competency monitoring form.

4. The online Community Resource Database will be responsive to community need and utilized.

**Target:**

- Online database utilization will increase by 15% compared to the Oct-December 2012 calendar year baseline (8,677 visits per quarter).

5. Resource Center services will be accessible as measured by service levels.

**Target:**

- ***For Crisis/Suicide.*** 95% of Suicide calls will be answered within 45 seconds.
- ***For Rape Crisis Violent Crime.*** 95% of Rape calls will be answered within 45 seconds.
- ***For the National Suicide Prevention Lifeline.*** 95% of the National Suicide Hotline calls will be answered within 45 seconds.
- ***For Information, Assessment and Referral Calls.*** 90% of Information, Assessment and Referral calls will be answered within 90 seconds.

**Performance Overview**

Provide a copy of the 211 2014-16 Strategic Plan. Provide a synopsis of trended information related to the Service Delivery Reports, Management Reports, and Key Performance Indicators (dashboard report elements) as well as progress toward achieving 2014-16 Strategic Plan activities and goals by February 15, 2015.

**EXHIBIT B**  
**UNITED WAY OF PALM BEACH COUNTY, INC.**  
**SCHEDULE FOR PAYMENT FY 2015**

**Service/Program: United Way of Palm Beach County, Inc. and 211 Palm Beach County/Treasure Coast, Inc.**

<b><u>Billing Unit</u></b>		<b><u>BILLING RATE</u></b>
October	2014	\$ 11,638
November	2014	\$ 11,638
December	2014	\$ 11,638
January	2015	\$ 11,638
February	2015	\$ 11,638
March	2015	\$ 11,638
April	2015	\$ 11,638
May	2015	\$ 11,638
June	2015	\$ 11,638
July	2015	\$ 11,638
August	2015	\$ 11,638
September	2015	\$ 11,646

**MAXIMUM AMOUNT AUTHORIZED    \$ 139,664**

Billing unit cost is defined as one month of service by 211 Palm Beach County/Treasure Coast, Inc. and a corresponding month of contract oversight and monitoring by AGENCY. The AGENCY will provide a final report of performance related to the deliverables outlined in Exhibit A.

**FINANCIAL RECONCILIATION STATEMENT**

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective \_\_\_\_\_, 201\_\_\_\_\_, for \_\_\_\_[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of \$\_\_\_\_\_, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by \_\_\_\_\_ **[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/4/2014

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).

PRODUCER Seitlin, A Marsh&McLennan Agency LLC Co 1000 Corporate Drive, Suite 400  Fort Lauderdale FL 33334	CONTACT NAME: PHONE (A/C, No, Ext): (954) 938-8788 FAX (A/C, No): (954) 938-8566 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED United Way of Palm Beach County, Inc. (561) 375-6600  2600 Quantum Boulevard  Boynton Beach FL 33426	NAIC # 18058 42376      

COVERAGES CERTIFICATE NUMBER: Cert ID 47350 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1266207	12/4/2014	12/4/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1266207	12/4/2014	12/4/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB  <input checked="" type="checkbox"/> EXCESS LIAB  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB482644	12/4/2014	12/4/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Prod/Compl. Ops \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3444351	12/4/2014	12/4/2015	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1266207	12/4/2014	12/4/2015	Each Professional Incident 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as, Designated Organization, are Additional Insureds as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER  Palm Beach County Board of County Commissioners c/o Community Services Department 810 Datura Street  West Palm Beach FL 33401	CANCELLATION  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 
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