

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006

[X]

Consent

[] Regular

[]

Ordinance

[] Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consulting/Professional Services Contract with South Florida Speech and Language Services, Inc., for the period of November 21, 2006 through September 30, 2007, in an amount of \$7,500, for speech and language services to Head Start children.

Summary South Florida Speech and Language Services, Inc. will provide speech/language therapy by appropriate licensed therapists to Head Start children in FY 2006-2007. The provider is required to bill Medicaid for evaluations and services for children who are Medicaid eligible. Funding consists of \$6,000 (80%) in Federal funds and \$1,500 (20%) in County funds. Funding is included in the FY 2007 budget. (Head Start) Countywide (TKF)

Background and Justification: The Head Start Grant Agreement provides that services in the contracted therapy and speech instructional categories must be available. This Contract is for speech/language therapy to be provided by Speech Language Pathologists (SLP) in accordance with Head Start guidelines. Fees are based on flat rates or hourly rates for service. Palm Beach County Purchasing Code exempts professional medical services from the formal bid process. South Florida Speech and Language Services, Inc. was recommended by School Board of Palm Beach County staff and meets all requirements to provide speech and language services to Head Start children.

Attachment:

Consulting/Professional Services Contract with South Florida Speech and Language Services, Inc

Recommended by:


Edward T. Neil

Department Director

11-9-2006

Date _____

Approved by:


Assistant County Administrator

Assistant County Administrator

11-20-06

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>7,500</u>	_____	_____	_____	_____
External Revenue	<u>(6,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,500</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 1002 Dept. 147 Unit 1451 Object 3401

Program Code HD29

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

Funding through Head Start grant - 80% from Health and Human Services (HHS), and
20% from Palm Beach County.

C. Departmental Fiscal Review.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Elizabeth Blaser
OFMB 11-14-06
11/14/06
11/13
11-906

Dr. J. Jacob 11/17/06
Contract Dev. and Control
E. Jones 11/17/06
This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

J. P. D. 11/17/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 200__, 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 South Florida Speech and Language Services, Inc, a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 20-1169423 hereinafter referred to as the CONSULTANT

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Speech & Language Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Dr. Carmen Nicholas, telephone number (561)233-1611.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Kari DeWeese, M.S., C.C.C., telephone number (561)502-8487.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on November 21, 2006 and complete all services by September 30, 2007.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Seven Thousand, Five Hundred Dollars (\$7,500.00). The CONSULTANT shall notify the COUNTY's representative in writing when 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 is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance

Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$ 0), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not authorized under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

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

C. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000 Per Occurrence**. 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 CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

D. **Additional Insured** CONSULTANT 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.**" CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

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

F. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

G. **Umbrella or Excess Liability** If necessary, CONSULTANT 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.

H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by

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

ARTICLE 15 - EXCUSABLE DELAYS

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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 CONSULTANT 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.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control.

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT 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 CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

ARTICLE 26 - NOTICE

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

Dr. Carmen Nicholas, Head Start/Early Head Start Director
3323 Belvedere Road, Bldg. 501-B
West Palm Beach, FL 33406

With copy to:

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

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

South Florida Speech and Language Services, Inc
6064 Royal Birkdale Drive
Lake Worth, Florida 33463

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

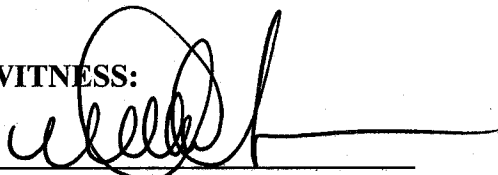
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
~~Tony Masilotti, Chairman~~
Addie L. Greene, Chairperson

WITNESS:


Signature

CONSULTANT:

South Florida Speech & Language Services, Inc.
Company Name

Mark DeWeese
Name (type or print)

Kari DeWeese
Kari DeWeese

Signature

Kari DeWeese, M.S., CCC-SLP
Typed Name

Name (type or print)

Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

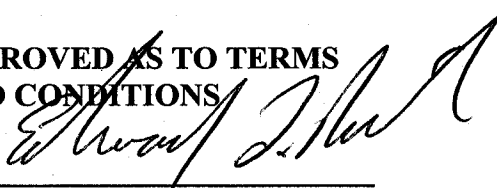
By 
Department Director

EXHIBIT "A"
SCOPE OF WORK FOR PROFESSIONAL SERVICES
South Florida Speech and Language Services, Inc.

I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY SPEECH LANGUAGE PATHOLOGISTS

A. The SPEECH LANGUAGE PATHOLOGISTS will provide speech/language services in accordance with HEAD START guidelines as follows:

- 1. HEAD START will pay for speech/language screens on all new children. The screening tool that will be used is the Fluharty Preschool Speech and Language Screening Test.**
- 2. The PROVIDER will bill Medicaid or PHP/Medicaid insurance for services given to children who are eligible for Medicaid.**
- 3. The SPEECH LANGUAGE PATHOLOGIST will attend Multi-disciplinary team (MDT) meetings as requested by Head Start staff.**
- 4. The SPEECH LANGUAGE PATHOLOGIST will attend all Head Start Individual Education Plan (IEP) or Medicaid Plan of Treatment meetings.**

It is the responsibility of the SPEECH LANGUAGE PATHOLOGIST to call the HEAD START center, before going there, to check if the child to be evaluated, tested or served is present.

- 5. The SPEECH LANGUAGE PATHOLOGIST will provide speech/ language treatment to children who have a current IEP or Plan of Treatment. The SPEECH LANGUAGE PATHOLOGIST will record treatment on a monthly progress report, to be recorded on "Speech/ Language Progress Report" forms. One copy is sent to the Disability Coordinator, two (2) copies will be given to the teacher, one goes home to the parent and the other is for the classroom folder. The original may stay with the Therapist. While in progress, these forms stay in the treatment log, located in each center.**
- 6. The SPEECH LANGUAGE PATHOLOGIST will provide teachers and parents with activities to supplement the language enrichment program. SPEECH LANGUAGE PATHOLOGIST will conduct staff and parent training which will include the language enrichment program.**

II. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY HEAD START

- A. HEAD START will schedule MDT meetings with consideration to the SPEECH LANGUAGE PATHOLOGIST's schedule.
- B. HEAD START will obtain written parent permission for all screening and evaluations, providing a copy to the SPEECH LANGUAGE PATHOLOGIST or Child Find (as necessary).
- C. HEAD START will call and or fax a letter to the SPEECH LANGUAGE PATHOLOGIST, in the event of a canceled or rescheduled MDT or IEP meeting.
- D. HEAD START will be responsible for making sure the parents are notified and attend the MDT and IEP/POT meetings.
- E. HEAD START will provide the Medicaid numbers, for children who qualify for Medicaid insurance. Medicaid will pay for the services of those children.
- F. HEAD START will provide the SPEECH LANGUAGE PATHOLOGIST with all pertinent medical information which may be a cause for the difficulties/delays.
- G. HEAD START will provide to the SPEECH LANGUAGE PATHOLOGIST, the Physician name, telephone number and address for children receiving services through Medicaid.
- H. HEAD START will provide all necessary Head Start forms for documentation.
- I. HEAD START will provide adequate space for testing and therapy.

EXHIBIT "B"
PAYMENT/FEE SCHEDULE AND BILLING PROCEDURES
FOR PROFESSIONAL SERVICES

- A. The SPEECH LANGUAGE PATHOLOGIST will bill HEAD START for services provided to non-Medicaid eligible children as follows:

1.	Speech/Language screening	\$15/each screen
2.	Comprehensive Evaluation	\$75/hour
3.	Treatment/Therapy	\$70/hour
4.	Multi-disciplinary Team Meeting (MDT)	\$60/hour
5.	IEP (Individual Education Plan) (development and meeting)	\$ 60/hour
6.	*Non-specific Evaluations	\$45/child
7.	Staff/parent Training	\$70/hour
8.	Class Language Stimulation	\$70/hour
9.	Mileage*	.42 cents/mile (see "C")

- B. The Provider will bill Medicaid for evaluations and services for children who are eligible for Medicaid Plan of Treatment.

- C. *Mileage to the South Bay, Pahokee, or Palm Glades centers ONLY will be paid from 6064 Royal Birkdale Drive, Lake Worth, FL 33463.

Between November 21, 2006 and September 30, 2007, the total amount of services provided shall not exceed \$7,500.00.

South Florida Speech and Language Services, Inc.

* when a child won't cooperate for the SLP to finish an evaluation.

0501
MEMFORM

MEMORANDUM OF INSURANCE

ISSUE DATE (MM/DD/YY)
08/28/06

PRODUCER

MARSH Affinity Grp. Svcs.
a svcs. of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068
1-800-503-9230

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHT UPON THE MEMORANDUM HOLDER. THIS MEMORANDUM DOES NOT
AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANY AFFORDING COVERAGE

COMPANY LETTER A CHICAGO INSURANCE COMPANY

124981

INSURED

SOUTH FLORIDA SPEECH &
LANGUAGE SERVICES INC
6064 ROYAL BIRKDALE DR.
LAKE WORTH, FL 33463

REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS 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 MEMORANDUM MAY
BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND
CONDITIONS OF SUCH CERTIFICATE. THE LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTA	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY OCCR.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$
	AUTOMOBILE LIABILITY NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					ACTUAL LIMITS BELOW	
A	PROFESSIONAL LIABILITY SPEECH LANGUAGE/PATHOLOGIST	AHL-0213862	08/31/2006	08/31/2007	1,000,000/INCIDENT	
					3,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS MEMORANDUM HOLDER IS NAMED AS AN ADDITIONAL
INSURED, BUT ONLY AS RESPECTS TO CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF
THE PERSONS INSURED UNDER THE PROVISIONS OF THIS POLICY.

MEMORANDUM HOLDER

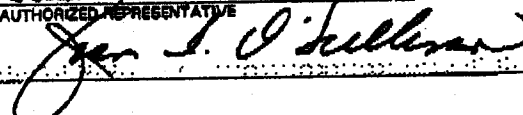
PALM BEACH CO BOARD OF CO
COMMISSIONERS
C/O COMM SERVICES/HEADSTART
3323 BELVEDERE RD BLDG 501-B
WEST PALM BEACH, FL 33406

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 45 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO
THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION
OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR
REPRESENTATIVES.

JOAN F. O'SULLIVAN

08/28/06

AUTHORIZED REPRESENTATIVE





07-21-2006

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 08/19/2004 ** EXPIRATION DATE: N/A

PERSON: DEWEESE KARI

FEIN: 201169423

BUSINESS NAME AND ADDRESS: SOUTH FLORIDA SPEECH & LANGUAGE SERVICES INC
6064 ROYAL BIRKDALE DRIVE
LAKE WORTH FL 33463


SCOPES OF BUSINESS 1- CONSULTANT / MANAGEMENT
OR TRADE:

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

QUESTIONS? (850) 413-1600

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW</p> <p>EFFECTIVE: 08/19/2004 ** EXPIRATION DATE: N/A</p> <p>PERSON: KARI DEWEESE FEIN: 201169423</p> <p>BUSINESS NAME AND ADDRESS: SOUTH FLORIDA SPEECH & LANGUAG 6064 ROYAL BIRKDALE DRIVE LAKE WORTH, FL 33463</p> <p>SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT</p>	 <p>F O L D H E R E</p> <p>IMPORTANT</p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>QUESTIONS? (850) 413-1609</p>
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CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

Policy Number: 0112926510 Policy Effective Date: 08-12-2006 Policy Expiration Date: 02-12-2007 At: 12:01 A.M.	Page 1 of 2 New Policy Effective Date: 08-12-2006
Named Insured: MARK DEWEESE AND KARI DEWEESE 6064 ROYAL BURKDALE DR LAKEWORTH FL 33463	Bill To: Insured

Insured Vehicle(s)					Sym Territory	
Veh	Year	Make	Model	Body Type	Vehicle ID Number	
1	1994	NISSAN	PATHFIN	ST WAG	JN8HD17Y5RW229670	19 82
2	2003	TOYOTA	CAMRY L	4DR	4T1BE32K93U133763	12 82

Coverage Description	Applicable Limits	Semi-Annual Premiums	
		1994 NISSA	2003 TOYOT
Personal Injury Protection	\$ 10,000 Per Person	66	74
Liability			
Bodily Injury and			
Property Damage	\$ 500,000 Per Occurrence	277	285
Medical Expense	\$ 5,000 Per Person	17	18
Uninsured Motorists			
Bodily Injury Non-stacked	\$ 100,000 Per Person/ \$ 300,000 Per Accident	81	81
Physical Damage			
	1994 2003 NISSA TOYOT		
Actual Cash Value(ACV) or Limit	ACV ACV		
Collision less deductible	\$1000 \$1000	55	60
Comprehensive less deductible	\$1000 \$1000	21	13
Towing and Labor Limit	\$ 50 \$ 50	Incl	Incl
Total Semi-Annual Premium:	\$ 1,048.00	517	531
Vehicle Totals:			

Forms and Endorsements
MPL 6010-000 FL550 FL600A FL700B FL702 FL400

Discounts

The following have been included in the total semi-annual premium:

MetRewards Discount applies to 1994 NISSA 2003 TOYOT
Airbag Discount applies to 1994 NISSA 2003 TOYOT
Anti-lock Brake Discount applies to 1994 NISSA
Active Anti-theft Discount applies to 1994 NISSA 2003 TOYOT
Auto Policy Plus, including
AAA Membership