

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007

Consent

Regular

Workshop

Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services

I. EXECUTIVE BRIEF

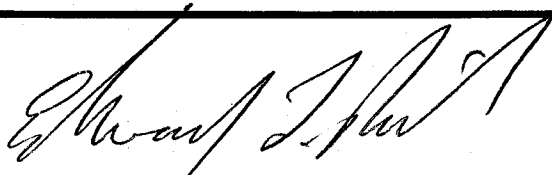
Motion and Title: Staff recommends motion to approve: Amendment No. 1 to The Glades Area Association for Retarded Citizens, Inc. contract (R2006-2615) for the period October 1, 2006, through September 30, 2007, to change the unit cost rate.

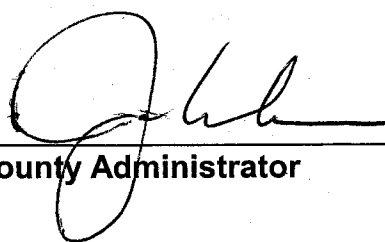
Summary: Adjustments to the unit cost rate and units delivered are necessary as one program that is currently funded is being closed by the agency. The Glades Area Association for Retarded Citizens (ARC) was funded to provide the Homebound Early Intervention program, but the primary funder, Early Steps, has chosen to provide the services themselves and will no longer provide referrals or funding to the Glades Area ARC. The Glades Area ARC will take the balance of the contract, \$17,055.20 and move it to the other three programs the County currently funds (Food Service, Supported Employment and Supported Living). The current rate of pay and units of services to be provided for each of those programs will change accordingly. There is no change to the contract amount and no additional funding is being requested. Countywide (TKF)

Background & Justification: The Glades Area ARC contract needs to be adjusted to ensure better service is provided to clients.

Attachments:

- A. Amendment No.1
- B. Original Contract R2006-2615

Recommended by:  4-20-2007
 Department Director Date

Approved by:  4-27-07
 Assistant County Administrator Date

**AMENDMENT TO FINANCIALLY ASSISTED AGENCIES
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

THIS AMENDMENT TO THE FINANCIALLY ASSISTED AGENCIES CONTRACT (R2006-2615), dated October 1, 2006) made and entered into at West Palm Beach Florida, on this _____ day of _____, 2006 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida hereinafter referred to as "COUNTY" and The Glades Area Association for Retarded Citizens, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is Glades Area Association for Retarded Citizens, Inc., 4250 N.W. 16th Street, Belle Glade, FL 33430

WITNESSETH:

WHEREAS, the need exists to amend the contract to modify the Exhibit B "Schedule for Payment and Units of Service".

NOW THEREFORE, the above named parties hereby mutually agree that the Contract entered into on October 1, 2006 is hereby amended as follows:

- I. Terminate funding of Homebound Early Intervention Program and transfer balance of funds, \$17,055.20, to other current programs within the FAA contract.
- II. Food Service funding total is \$66,809. New total will increase by \$5,529.88 for a new total of \$72,338.88. New number of units of service is 16,200. New cost per unit is \$4.47.
- III. Supported Living funding total is \$46,321. New total will increase by \$5,631.55 for a new total of \$51,952.55. New number of units of service is 3,216. New cost per unit is \$16.16.
- IV. Supported Employment funding total is \$40,536. New total will increase by \$5,893.77 for a new total of \$46,429.77. New number of units of service is 2,162. New cost per unit is \$21.48.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

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
Political Subdivision of the State of Florida

PALM BEACH COUNTY, FLORIDA, a

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:

AGENCY:

Sharon Peace
Name (printed or typed)

The Glades Area ARC, Inc.
AGENCY's Name Typed

BY: Sharon Peace
Signature

BY: F. Scot Kannel
Signature

59-1760374
AGENCY's Federal ID Number

F. Scot Kannel
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

Assistant County Attorney

By: Edward L. Rich
Edward L. Rich, Director

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

DEC 05 2006

This Contract is made as of the ____ day of _____, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Glades Area Association for Retarded Citizens, 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 59-1760374 Whereas the AGENCY has proposed providing certain services; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Outcomes Indicators in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article II. No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2006 and complete services on September 30, 2007. The parties may, by mutual agreement, extend this contract for up to 2 additional years. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs (Exhibit B) for the next fiscal year (October 1 – September 30) no later than May 1 of each year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this contract may be submitted by the DEPARTMENT to the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed One Hundred and Seventy-Two Thousand, Three Hundred and Twenty-Five Dollars (\$172,325.00) the first year. The AGENCY shall bill the COUNTY on a monthly basis. Payment shall be on a unit of service basis as described in Exhibit B, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. Monthly billing amounts shall not exceed the monthly billing rate described in Exhibit B unless a preceding month's billing was less than the allowable monthly billing amount. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit B. All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C).

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. 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.

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 - AMENDMENTS TO FUNDING LEVELS

This agreement 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 Exhibit B. A 10% increase over the monthly expenditure rate, in accordance with Exhibit B, must be pre-approved by the AGENCY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - 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. 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** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the COUNTY reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY 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, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability 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. Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the 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. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, the COUNTY shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages 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. The mailing address for the certificate of insurance is:

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

ARTICLE 7 - 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 attorney's 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 8 - 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 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 under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 10 - 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 11 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. 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.
- D. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Work Plan, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Outcomes will be reviewed on a quarterly basis. 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.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. Submit a Report of Quarterly Measurable Outcomes Report for each program, within 15 days of the end of each calendar quarter (i.e. January 15, April 15, July 15 and September 30) that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- G. Submit a demographic report based on the clients served by the County funding. This report will be due yearly on August 1. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted via the Department of Community Services Financially Assisted Agencies Website.
- H. 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.

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

ARTICLE 12 - AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed

by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment process from the CENTER by May 30, 2007. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - 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 seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. 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.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- 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. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department
Attn: FAA Program Monitor
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401**
- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 14 - 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 14, Paragraph A.
- D. In the statement specified in Article 14, 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 15 - PUBLIC ENTITY CRIME

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 16 - 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 17 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) 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 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 AGENCY 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 terminated work.
- C. 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.

- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

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

Edward L. Rich, 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:

Scot Kannel, Executive Director
Glades Area Association for Retarded Citizens, Inc.
4250 N.W. 16th Street
Belle Glade, FL 33430

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits A, B and C), 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.

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.

R2006 2615

DEC 05 2006

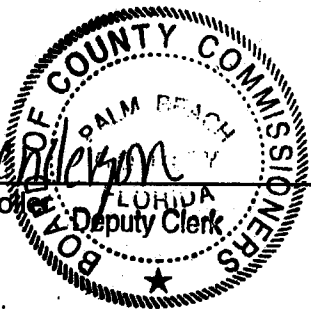
ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY: Wendy Henderson
Clerk & Comptroller
Deputy Clerk



BY: Addie L. Greene
Addie L. Greene, Chairperson

WITNESS:

Sharon Pace
Signature

AGENCY:

GLADES AREA ASSOCIATION FOR RETIRED CITIZENS INC
AGENCY's Name Typed

Sharon Pace
Name Typed

BY: F. Scott Kanne
Signature

59-17160374
AGENCY's Federal ID Number

F. Scott Kanne
AGENCY's Signatory Name Typed

EXECUTIVE DIRECTOR
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: [Signature]
Edward L. Rich, Director

EXHIBIT A
SCOPE OF WORK & OUTCOMES INDICATORS
FINANCIAL ASSISTANCE CONTRACT
Agency Name: The ARC of the Glades

Supported Employment

Supported Employment is a "Coach" based implementation mode. Participants in Supported Employment are residents of Palm Beach County residing west of Twenty-Mile Bend who have mental retardation or other developmental disabilities. The "Coach" will assist the participant and the other employer in identifying and securing the employment, on-the-job training and on-going support, as needed. Supported Employment is a community based program provided at the place of employment at no cost to the employer or the participants. The Arc currently employs two Supported Employment Coaches with one Bachelor's level supervisor.

Outcome Indicators:

1. *67% of 3 clients will secure employment in the community.*
2. *75% of 14 clients employed will maintain follow-along services.*
3. *75% of 14 clients will maintain employment for more than one year.*

Supported Living

Supported living is also a "Coach" based implementation model available to individuals with mental retardation or other developmental disabilities that reside in western Palm Beach County and desire independent living. The Coach assists those individuals who are not entirely competent in the requisite skills (e.g., finding suitable and affordable housing, household budgeting, shopping, cooking, cleaning, banking, etc.) and is on-call twenty-four hours a day by telephone, mobile phone, and staff back-up (administrative staff). The Arc currently employs two Supported Living Coaches.

Outcome Indicators:

1. *80% of 12 Supported Living clients will reside in their own homes within 3 months of enrollment.*
2. *67% of 12 Supported Living clients will develop natural supports to replace the Supported Living Coach's intervention and cultivate greater independence.*
3. *95% of 12 clients will maintain long-term residence in a home of his/her own (over 1 year).*

Food Service

Glades Areas ARC's Food Service is prepared in its commercial kitchen, is cafeteria-based and provides two nutritionally balanced meals and one snack per day to each participant of in-house day programs. Menus are established using Department of Education Food and Nutrition Guidelines, the agency facilities are inspected regularly by the Palm Beach County Health Department, specialized software is used to ensure appropriate nutritional balance per meal and per portion, and individuals' special dietary needs are accommodated as needed. Staff prepares serves and, if necessary, assists in feeding program participants. As withal services at the ARC, the Food Service Program has a self-help component intended to promote appropriate occupational (feeding) and social skills.

Outcome Indicators:

1. *100% of 2 clients will require less staff assistance in feeding.*
2. *90% of 38 clients will display appropriate manners and skills in the mealtime social environment.*
3. *100% of 40 clients in attendance will be served two nutritionally balanced meals and one snack per day in program.*

Homebound Early Intervention

The program provides guidance and tools for enhancing the reaching of developmental milestones by infants, toddlers with or at risk of developmental delays or mental

retardation. The ARC's Early Interventionist has developed a positive working relationship with the parents and the network of related providers. Individual service needs are identified by an evaluation team using an arena format of medical, psychological and therapy professional evaluators who, in conjunction with community and family input, develop a support plan including the type and frequency of services to be provided.

Outcome Indicators:

1. *50% of the 16 children served will show 50% improvement in one skill area.*
2. *70% of the 16 children served will show progress.*
3. *90% of the 16 clients will develop rapport with interventionist.*

EXHIBIT B

**SCHEDULE FOR PAYMENT AND UNITS OF SERVICE
FINANCIAL ASSISTANCE CONTRACT**

Agency: Glades Area ARC
Service/Program: Food Service Program

Program Name and Definition of Unit of Service	Number of Units Of Service	Cost Per Unit Of Service
A unit of service is defined as one meal sitting - breakfast, lunch or snack - for each client.	29,303	\$2.28

<u>MONTH OF</u>		<u>BILLING RATE</u>	<u>CUMULATIVE AMOUNT</u>
OCTOBER	2006	\$ 5,567	\$ 5,567
NOVEMBER	2006	5,567	11,134
DECEMBER	2006	5,567	16,701
JANUARY	2007	5,567	22,268
FEBRUARY	2007	5,567	27,835
MARCH	2007	5,567	33,402
APRIL	2007	5,567	38,969
MAY	2007	5,567	44,536
JUNE	2007	5,567	50,103
JULY	2007	5,567	55,670
AUGUST	2007	5,567	61,237
SEPTEMBER	2007	5,572	66,809
MAXIMUM AMOUNT AUTHORIZED		\$ 66,809	

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

EXHIBIT B

**SCHEDULE FOR PAYMENT AND UNITS OF SERVICE
FINANCIAL ASSISTANCE CONTRACT**

Agency: Glades Area ARC
Service/Program: Supported Employment Program

Program Name and Definition of Unit of Service	Number of Units Of Service	Cost Per Unit Of Service
A unit of service is defined as one hour of service and may include a direct or indirect intervention on behalf of an enrolled participant.	2,999	\$13.52

<u>MONTH OF</u>		<u>BILLING RATE</u>	<u>CUMULATIVE AMOUNT</u>
OCTOBER	2006	\$ 3,378	\$ 3,378
NOVEMBER	2006	3,378	6,756
DECEMBER	2006	3,378	10,134
JANUARY	2007	3,378	13,512
FEBRUARY	2007	3,378	16,890
MARCH	2007	3,378	20,268
APRIL	2007	3,378	23,646
MAY	2007	3,378	27,024
JUNE	2007	3,378	30,402
JULY	2007	3,378	33,780
AUGUST	2007	3,378	37,158
SEPTEMBER	2007	3,378	40,536
MAXIMUM AMOUNT AUTHORIZED		\$ 40,536	

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

EXHIBIT B

**SCHEDULE FOR PAYMENT AND UNITS OF SERVICE
FINANCIAL ASSISTANCE CONTRACT**

Agency: Glades Area ARC
Service/Program: Supported Living Program

Program Name and Definition of Unit of Service	Number of Units Of Service	Cost Per Unit Of Service
A unit of service is defined as one hour of service and may include a direct or indirect intervention on behalf of an enrolled participant.	3,060	\$15.14

<u>MONTH OF</u>		<u>BILLING RATE</u>	<u>CUMULATIVE AMOUNT</u>
OCTOBER	2006	\$ 3,860	\$ 3,860
NOVEMBER	2006	3,860	7,720
DECEMBER	2006	3,860	11,580
JANUARY	2007	3,860	15,440
FEBRUARY	2007	3,860	19,300
MARCH	2007	3,860	23,160
APRIL	2007	3,860	27,020
MAY	2007	3,860	30,880
JUNE	2007	3,860	34,740
JULY	2007	3,860	38,600
AUGUST	2007	3,860	42,460
SEPTEMBER	2007	3,861	46,321
MAXIMUM AMOUNT AUTHORIZED		\$ 46,321	

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

EXHIBIT B

**SCHEDULE FOR PAYMENT AND UNITS OF SERVICE
FINANCIAL ASSISTANCE CONTRACT**

Agency: Glades Area ARC
Service/Program: Home Bound Early Intervention Program

Program Name and Definition of Unit of Service	Number of Units Of Service	Cost Per Unit Of Service
A unit of service is defined as one direct visit with the child, parent, guardian or caretaker of the client.	1,152	\$16.20

<u>MONTH OF</u>		<u>BILLING RATE</u>	<u>CUMULATIVE AMOUNT</u>
OCTOBER	2006	\$ 1,555	\$ 1,555
NOVEMBER	2006	1,555	3,110
DECEMBER	2006	1,555	4,665
JANUARY	2007	1,555	6,220
FEBRUARY	2007	1,555	7,775
MARCH	2007	1,555	9,330
APRIL	2007	1,555	10,885
MAY	2007	1,555	12,440
JUNE	2007	1,555	13,995
JULY	2007	1,555	15,550
AUGUST	2007	1,555	17,105
SEPTEMBER	2007	1,554	18,659
MAXIMUM AMOUNT AUTHORIZED		\$ 18,659	

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.

EXHIBIT C

**MONTHLY ALLOCATION WORKSHOP
Palm Beach County Department of Community Services
Financially Assisted Agencies – FY 2007**

AGENCY
Name:
BBC Do. No.:
Contract Year:
Service Dates:

Program/Service	Budgeted Amount			Year-to-Date Utilization			Contract Balance			Current Month Utilization		
	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total
TOTAL:			\$			\$			\$			\$
									Current Request Total			\$

CERTIFICATION: I hereby certify that I have reviewed this budget summary/disbursement report and that all items shown above are in accordance with applicant laws and regulations and I have classified properly according to the previously approved budget.

Authorized Signature

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KO
GLADE-1

DATE (MM/DD/YYYY)
10/16/06

PRODUCER Rogers, Gunter, Vaughn Insurance, Inc. 1117 Thomasville Rd. Tallahassee FL 32303 Phone: 850-386-1111 Fax: 850-385-9827	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Glades Area ARC Scot Kannel 601 W Canal St N Belle Glade FL 33430	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American International Comp.</td> <td></td> </tr> <tr> <td>INSURER B: Bridgefield Employers Ins. Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American International Comp.		INSURER B: Bridgefield Employers Ins. Co		INSURER C:		INSURER D:		INSURER E:	
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INSURER A: American International Comp.													
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	06LX15731250000	10/12/06	10/12/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 Emp Ben. 1/1000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CA51282210000	10/12/06	10/12/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	06UD02746110000	10/12/06	10/12/07	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	83021902	07/01/06	07/01/07	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		Professional Liability	06LX15731250000	10/12/06	10/12/07	Occurrence 1000000 Aggregate 3000000

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

Certificate holder is added as additional insured for General Liability.

fax 561-355-3863

CERTIFICATE HOLDER

BOARD03

Board of County Commissioners
 of Palm Beach County Florida
 Attn: Lorenzo Taylor
 810 Datura St
 West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PALM BEACH COUNTY COMMUNITY SERVICES

OCT 18 2 08 PM 1:04

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.