

II. FISCAL ANALYSIS IMPACT

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>31,075</u>	<u>31,075</u>			
External Revenue	<u>(27,967)</u>	<u>(27,968)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>3,108</u>	<u>3,107</u>			
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1006/1008/1007 Dept. 144
 Unit. 1467/1472/1443/1457/1461 Obj. 3401 Program Various

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

Funding sources are Federal, State of Florida, and Palm Beach County. No additional County funds are required.

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jan Omb 6-6-07
SS 6/4/07 OFMB M
06/04/07 CN 6/4/07

J. J. Jacoby 6/17/07
 Contract Administration

B. Legal Sufficiency:

[Signature] 6/8/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date of this contract is retroactive.

C. Other Department Review:

 Department Director

12/13/2005

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 Caregiver Services Inc., d/b/a Friends Assisting Seniors & Families, 2324 South Congress Avenue, Suite 1-A, FL 33406 [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 621746253.

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 LICENSED Practical Nurse (LPN) and Home Health Aide (HHA) Service, 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 Edward L. Rich, Director, Community Services in lieu of Director, Division of Senior Services telephone no. (561) 355-4703.

The COUNTY'S representative/liaison authorizing service performance requests of this Contract shall be Vianey Serna Yurkovich, Operations Supervisor, Division of Senior Services telephone no. (561) 355-4752. Telephone confirmation authorizing service performance requests will be confirmed in writing within 24 hours as detailed in Exhibit B.

The CONSULTANT'S representative/liaison during the performance of this Contract as detailed in Exhibit A and Attachments I through VII shall be Steven Hochhauser, Regional Vice President, telephone no. (561) 967-5859.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services prior to this contract being signed by both parties retroactive back to April 1, 2007 and complete all services by March 31, 2008. The COUNTY shall have in its sole discretion, subject to negotiate mutually acceptable rates to extend the contract for up to one (1) year, with one (1) year option for renewal.

RETROACTIVE STATEMENT

This is to certify that payment will be made for services rendered by the CONSULTANT prior to this contract being signed by both parties retroactive back to April 1, 2007.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Sixty Two Thousand One Hundred Fifty Dollars (\$62,150) per year. The CONSULTANT will bill the COUNTY on a weekly basis and payment will be made for services rendered at the following hourly rates:
1. Weekday rate of \$24.75 for LPN Services
 2. Weekday rate of \$15.00 for HHA Services
 3. Weekend rate of \$32.50 for LPN Services
 4. Weekend rate of \$21.50 for HHA Services
- 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. 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

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 CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT 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 CONSULTANT 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 SBE participation of 15% on all County solicitations.

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 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. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **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.

- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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.

- J. **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 judgement 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, judgement, 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:

Edward L. Rich, Director
Palm Beach County Community Services
810 Datura Street, Suite 200
West Palm Beach, Florida 33401

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:

Steven Hochhauser, Regional Vice President
Caregiver Services, Inc., d/b/a Friends Assisting Seniors & Friends
2324 South Congress Avenue, Suite 1-A
West Palm Beach, Florida 33406

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.

The remainder of this page intentionally left blank.

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.

The remainder of this page intentionally left blank.

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: _____
Chairperson
Addie L. Greene

WITNESS:

CONSULTANT:

Vianey Yurkovich
Signature

Caregivers Services, Inc., d/b/a
Friends Assisting Seniors & Friends
Company Name

VIANEY YURKOVICH
Name (type or print)

Steven Hochhauser
Signature

Alnita Coleman
Signature

Steven Hochhauser
Typed Name

ALNITA COLEMAN
Name (type or print)

Regional Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By *[Signature]*
Department Director

SCOPE OF WORK

LICENSED PRACTICAL NURSE

NATURE OF WORK

This is the function of the Program Nurse in the care and treatment of clients in the Adult Day Care Program.

An employee in a position allocated to this class performs a variety of sub-professional nursing tasks requiring knowledge and skills in Practical Nursing. Employees serves a part of the Adult day Care team and performs duties in the Adult Day Care area. Duties are carried out in accordance with the Adult Dy Care guidelines and accepts practical nursing standards.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of the principles and practices of practical nursing.

Knowledge of factors that contribute to maintenance of hygienic, comfortable and therapeutic environment for clients.

Knowledge of aseptic requirements in patient care.

Knowledge of nursing regulations and procedures.

Ability to maintain accurate nursing records and reports.

Ability to act promptly and give directions in emergencies.

Skill in applying practical nursing techniques.

Ability to establish and maintain a working rapport with older people.

Ability to coordinate, supervise and direct all activities and craft programs.

Ability to recognize the emotional psychological and physical needs of the geriatric client and assist caregivers.

MINIMUM ENTRANCE REQUIREMENTS

Licensure as a Licensed Practical Nurse by the State of Florida.

SCOPE OF WORK

HOME HEALTH AIDE

NATURE OF WORK

This is sub-professional work providing social services to senior citizens in a variety of areas involved with Adult Day Care Program.

An employee in a position allocated to this class performs a variety of tasks which include housekeeping services, driving, record keeping, preparing activity initiative and judgment in cooperation with various professional employees and the general public. Supervision is received from a professional supervisor. Work is reviewed for conformity with established policies and to determine the efficiency of the performance of work assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge and skills in the area of homemaker, respite care and first aid functions.

Knowledge of community social service programs.

Ability to develop and maintain cooperative and effective relationship with staff and clients.

Ability to use good judgment in the application of various procedures and regulations pertinent to the area of assignment.

Ability to maintain records.

Ability to express ideas clearly and communicate effectively.

Ability to establish and maintain a working rapport with older people.

MINIMUM ENTRANCE REQUIREMENTS

Home Health Aide Certification and some experience with senior citizens.

EXAMPLES OF WORK

1. Assists with recreational activities.
2. Encourages social interactions.
3. Assists with activities of daily living.
4. Monitors and reports to the LPN any unusual physical and/or behavioral changes.
5. Provides information, if needed on client status.
6. Assists with preparing and serving snacks, and noon meal.
7. Assists clients in boarding and leaving the vehicle, as needed.

EXAMPLES OF WORK (cont.)

8. Monitors physical and behavioral changes in participants and reports changes.
9. Makes decisions concerning procedures with participants and caregivers.
10. Facilitates health-related discussions with participants and caregivers.
11. Supervises and regulates staff and participants in nutritional food values, dietary restrictions and hygienic food handling of all meals and snacks.
12. Participates as a member of the participant assessment and evaluation team.
13. Assists and supports caregivers in therapeutic and physical care of participant.
14. Insures participants compliance with prescribed medications.
15. Keeps all medical forms current.
16. Works with the coordinator to schedule recreation activities.
17. Maintains the emergency First Aid Kit and portable Emergency Information file on all clients.
18. Available to attend the emergency medical needs of the other participants in the Senior Citizens Center. (North County Adult Day Care only).
19. Expresses ideas clearly and communicates effectively with participants and staff.
20. Establishes and maintains a working rapport with older people.
21. Recognizes and assists the emotional, psychological and physical needs of the geriatric client.
22. Assesses all participants' capabilities to perform tasks as related to their functional abilities.
23. Assists and supports participants with constructive motivation to fulfill their functional capabilities.



MEMORANDUM:

Date: _____

TO: Pam Avalos, Administrator
Caregiver Services Inc., d/b/a Friends Assisting Seniors & Families

FROM: Vianey S. Yurkovich, Operations Supervisor
Division of Senior Services (DOSS)

RE: Request for Back-up Staff

Department of Community Services
Division of Senior Services
Administration
810 Datura Street, Suite 300
West Palm Beach, FL 33401
(561) 355-4746
FAX: (561) 355-3222
www.pbcgov.com

Position: _____ LPN @ \$24.75/hr (Weekday) _____ HHA @ \$15.00/hr (Weekday)
_____ LPN @ \$32.50/hr (Weekend) _____ HHA @ \$21.50/hr (Weekend)

Date(s): _____

Location: _____ North County Adult Day Care
5217 Northlake Boulevard
Palm Beach Gardens, FL 33418
Phone: 694-5438

_____ Mid-County Adult Day Care
6623-6625 Forest Hill Boulevard
West Palm Beach, FL 33415
Phone: 694-5433

Time: _____

Call Vianey S. Yurkovich, Operations Supervisor at 355-4752 or via cell at 676-4138 to confirm back-up arrangements.

Requested By Date

Approved By Date

(Attached to Invoice as authorization for service provision)

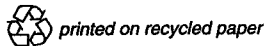
c: Bill Hillman, North County ADC
Helena Guimaraes, Mid-County ADC

AC: March 2007

**Palm Beach County
Board of County
Commissioners**
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



ATTACHMENT I

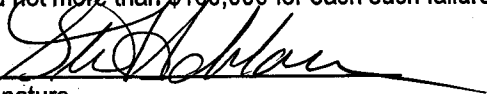
3/2004

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

3/17/07
Date

Steven Hochhauser, Regional Vice President
Name and Title of Provider Representative

Contract Number

Caregiver Services Inc., d/b/a Friends Assisting Seniors & Friends
Name of Provider

2324 South Congress Avenue Suite 1-A, West Palm Beach, FL 33406
Address of Provider


**INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Palm Beach County Division of Senior Services nor its contract providers can contract with sub-recipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this agreement is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each sub-recipient of agreements referencing this agreement whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. The Palm Beach County Division of Senior Services may rely upon a certification of a provider/ sub-recipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Palm Beach County Division of Senior Services knows that the certification is erroneous.
8. The provider may rely upon a certification by a sub-recipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/sub-contracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all sub-recipients shall be kept on file with provider.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February, 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Palm Beach County Division of Senior Services by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.


Signature

3/17/07
Date

Steven Hochhauser, Regional Vice President
Name and Title of Provider Representative
(Print or type)

Caregiver Services Inc., d/b/a Friends Assisting Seniors & Friends
Name of Provider

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned an authorized representative of the provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The provider and any sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts of each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the provider, sub-recipient(s), or any outside entity on which the provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, recipient(s) will take immediate action to assure data integrity.
- (3) If this contract includes provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware of software programs from operating properly, the provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state and without interruption to the ongoing business of the state, time being of the essence.

- (4) The provider and any sub-recipient(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The provider shall require that the language of this certification be included in all subcontracts, sub-grants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and A-110.

Caregiver Services Inc., d/b/a Friends Assisting Seniors & Friends
Name and Address of Provider


Signature

Regional Vice President
Title

3/17/07
Date

Steven Hochhauser
Name of Provider Representative

**MINIMUM GUIDELINES FOR RECIPIENT GRIEVANCE PROCEDURES
APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR
REDUCTIONS IN SERVICE**

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families (DCAF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken.
(Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.
- The Notice must contain:
 - a statement of what action is intended to be taken;
 - the reasons for the intended action;
 - an explanation of:
 - 1) the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
 - 2) in Medicaid Waiver actions, the individual's right to request a fair hearing from DCAF;
 - 3) the individual's right, after a grievance review, for further appeal;
 - 4) the right to seek redress through the courts if applicable;
 - a statement that current benefits will continue if a grievance review is required, and will continue until a final decision is made regarding the adverse action; and
 - a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.
- All records of the above activities must be preserved in the client's file.

GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW

- Within 7 calendar* days of the receipt of a request, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
 - the time and place scheduled for the review;
 - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
 - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
 - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.
- The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review stating:
 - the decision, the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal an adverse decision to the Palm Beach County Division of Senior Services by written request within 7 calendar* days,
 - except in decisions involving the professional judgment of a legal assistance provider;
 - the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
 - the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative;
 - for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

3/2004

PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE PALM BEACH COUNTY DIVISION OF SENIOR SERVICES

- Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the Palm Beach County Division of Senior Services must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
 - the time and place scheduled for the appeal;
 - the designation of one or more impartial Palm Beach County Division of Senior Services officials who have not been involved in the decision at issue;
 - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal; assistance, if needed, in order to attend the appeal;
 - and the stopping of the intended action until all appeals are exhausted.
- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial Palm Beach County Division of Senior Services officials who have not been directly involved in the initial determination of the action in question.
- The designated Palm Beach County Division of Senior Services official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:
 - the decision, and the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal, if applicable.
- Except for Medicaid Waiver actions, the decision of the Palm Beach County Division of Senior Services shall be the final decision;
 - and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by ADA.
- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

INTERMEDIATE MEASURES

INDICATORS Section 430.04 (2), F.S.	MEASUREMENT	INTERMEDIATE MEASURES Section 430.04 (2), F.S.
Lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated	<ul style="list-style-type: none"> • Failure within the same fiscal year in which due to pay short-term loans • Failure to transfer at the appropriate time, due to lack of funds <ul style="list-style-type: none"> • Taxes withheld on the income of employees • Employer and employee contributions for federal social security or any pension, retirement, or benefit plan for an employee • Failure for one pay period to pay, due to lack of funds <ul style="list-style-type: none"> • Wages and salaries owed to employees • Retirement benefits owed to former employees • An unreserved or total fund balance or retained earnings deficit for which sufficient resources are not available to cover the deficit for 2 successive years 	<ul style="list-style-type: none"> • Temporary assumption of operations and functions related to the problem area within the agency • Placement on probationary status for a specific period sufficient to address identified problems • Impose a time limited moratorium on agency • Reduce any advances for the following year to 30 days and examine surpluses for redistribution.
An intentional or negligent act of the agency has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.	<ul style="list-style-type: none"> • Intentional or repeated violations of the requirement to serve APS clients within 72 hours • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Impose a time limited moratorium on agency • Temporary assumption of operations and functions related to the problem area within the agency
Committed multiple or repeated violations of legal and regulatory requirements or Palm Beach County Division of Senior Services standards	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Unannounced special monitoring • Reduction in advances for following year and review of surpluses for redistribution • Appropriate Corrective action
Failed to adhere to terms of its contract with the Palm Beach County Division of Senior Services	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Adherence to Service Provider Application • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Placement on probationary status for a specified period to address identified problems • Financial penalties • Re-allotment of surplus funds to other planning and service areas • Appropriate Corrective Action
Failed to implement and maintain Palm Beach County Division of Senior Services approved client grievance resolution procedure	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Appropriate Correction action
Failed to continue the provision of expansion of services after the declaration of a state of emergency	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action 	<ul style="list-style-type: none"> • Temporary assumption of agency operations and functions to implement emergency service plan

Health Insurance Portability and Accountability Act (HIPAA) of 1996

The Palm Beach County Division of Senior Services and the provider will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Palm Beach County Division of Senior Services and the provider recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:

- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.

- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- (l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- (p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.

Attestation Statement

Contract Number _____

I, Steven Hochhauser, attest that no changes or revisions
(provider representative)

have been made to the content of the above referenced contract or amendment between the
Palm Beach County Division of Senior Services and Caregiver Services Inc., d/b/a Friends

Assisting Seniors & Friends. The only exception to this statement would be for changes in
(provider)

page formatting, due to the differences in electronic data processing media, which has no effect
on the contract content.


Signature of provider representative

3-17-07
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2007

PRODUCER 312-558-4873 FAX: 312-558-4879
Equity Risk Partners, Inc.
License No. 943381986
150 S Wacker Drive, 17th Floor
Chicago IL 60606

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 CSI-Private Duty Services, Inc
dba Friends Asst. Seniors & Families
2324 S. Congress Ave.
Suite 1A
West Palm Beach FL 33406

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United National Insurance	11445
INSURER B:	
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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AHB-0000464	11/14/2006	11/14/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AHB-0000464	11/14/2006	11/14/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Professional Liab - Claims Made	AHB-0000464	11/14/2006	11/14/2007	Each Occurrence \$1,000,000 General Aggregate \$3,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Palm Beach County is added is an additional insured.

CERTIFICATE HOLDER

Palm Beach County Purchasing Department
Attn: Elaine
50 South Military Trail
Suite 10
West Palm Beach, FL 33415

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
Tony Marcon/OROZCO 

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.

PRODUCER

Serial # A25757

AON RISK SERVICES, INC. OF FLORIDA
1001 BRICKELL BAY DRIVE, SUITE #1100
MIAMI, FL 33131-4937
PHONE: 800-743-8130 FAX: 800-522-7514

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.

COMPANIES AFFORDING COVERAGE

- COMPANY A AMERICAN HOME ASSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

ADP TOTALSOURCE, INC.
10200 SUNSET DRIVE
MIAMI, FL 33173
ALTERNATE EMPLOYER: **CSI Private Duty Services**
d/b/a Friends Assisting Seniors & Families

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 1799019	07/01/2006	07/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. *THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.

FL

CERTIFICATE HOLDER

CSI Private Duty Services
d/b/a Friends Assisting Seniors & Families
c/o Elaine Pechwasser
2324 S. Congress Ave., Ste. 2-A
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE 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.

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES INC. OF FLORIDA