Agenda Item No. 3E-1

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Novemb	er 20, 2007	[X] Consent [ ] Workshop	[ ]Regular [ ]Public Hearing
Department Submitted By:	Community	y Services	
Submitted For:	<b>Financially</b>	Assisted Agency	<u>Programs</u>

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Contracts with the following financially assisted agencies for the period October 1, 2007 through September 30, 2008 totaling \$1,606,286 for services indicated:

- A. Center for Family Services of Palm Beach County, Inc. \$141,345 for Home Instruction Program for Preschool Youngsters;
- B. 211 Palm Beach/Treasure Coast, Inc. \$264,941 for crisis and outreach services;
- C. Mae Volen Senior Center, Inc. \$1,200,000 for services which include transportation, in-home services, congregate meals, home delivered meals, nutrition education, screening and assessment to eligible seniors living south of Lantana Road.

**Summary:** On July 11, 2007, and September 20, 2007 the Board of County Commissioners approved the list of agencies and funding allocations under the Financially Assisted Agency (FAA) Program, and subsequently adopted a budget for FY 2008 that included funds for Other County sponsored programs. The contracts being recommended for approval reflect the funding amounts previously approved by the Board. Additional contracts will be forthcoming upon receipt of all required information. <u>Countywide</u> (TKF)

**Background & Justification:** In providing for human services needs, Palm Beach County augments its own services mix by providing financial assistance to community-based organizations. This program was established in the early 1980's to overcome the adverse impact of reduced federal funding. More recent federal and state funding reductions emphasize the need for continuing County financial assistance to these organizations. Funded organizations are monitored by the Community Services Department to maintain strict fiscal integrity. Contracts include the following safeguards to protect the County: insurance coverage is mandatory, funds are paid out on a reimbursement basis only, at a rate not to exceed 1/12 of the contracted total per month, and funds cannot be used to initiate or to pursue litigation against the County.

### Attachments:

- 1. Contract with Center for Family Services, HIPPY
- 2. Contract with 211 Palm Beach/Treasure Coast, Inc.
- 3. Contract with Mae Volen Senior Center, Inc.

10-31-2007 **Recommended by:** Date Department Director 11.2.07 Approved by: Date County Administrator Assistant

### **II. FISCAL IMPACT ANALYSIS**

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

Fis	cal Years	2008	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Opera Extern Progra	Il Expenditures ting Costs al Revenues am Income (County) d Match (County)	<u>1,606,286</u>				
NET F	ISCAL IMPACT	<u>1,606,286</u>				
	DITIONAL FTE FIONS (Cumulative	·				
	n Included in Current et Account No.: Fund	d <u>0001</u> De		lo _ Unit <u>_Var</u>	ObjectV	ar
В.	Recommended Sou	urces of Fund	s/Summary of	f Fiscal Impac	t: 1-11/25	503
	County Funds: Cou Fina	nty Sponsore ancially Assist	d Agencies - ted Agencies	\$1,506,345 <sup>-</sup> - \$ 99,941 -	0001/741/ 2:	2039/8201
C.	Departmental Fisca	I Review:	Eutof			
		<u>III. R</u>	EVIEW COM	MENTS		
Α.	OFMB Fiscal and/o	r Contract Ad	ministration C	comments:		
	28 10/29/07 OFME	70/26	CN 10124/01	Contract De	v. and Control	
В.	Legal Sufficiency:		TI	hose (	In trac	to comp
C	Assistant County	Attorney	107 N	ly sign	our ement.	ts comp nevicen 5.
C.	Other Department F	Review:				

**Department Director** 

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

## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and <u>Center for Family Services of Palm Beach County, Inc. (HIPPY)</u> hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is <u>59-1084179</u>.

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

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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, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 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 AGENCY and 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 <u>One Hundred Forty-One Thousand, Three Hundred and Forty-</u> <u>Five Dollars (\$141,345.00)</u>. The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth 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.

In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

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

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

#### **ARTICLE 5 – <u>AMENDMENTS TO FUNDING LEVELS</u>**

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 this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. 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 for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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. <u>Right to Review</u> 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.** <u>Certificate of Insurance</u> 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 attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

### **ARTICLE 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 and unit cost delivery of services, Exhibit B 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. The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- F. Reimburse funds to COUNTY that are deemed misused or misspent.
- **G.** 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.
- H. Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I. 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/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the second stage of 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 shall, by June 15, 2008, comply with a request from the Center that the AGENCY have an on-site review scheduled within 30 days. If The Center recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2006-2007 contractual agreement with the COUNTY.

AGENCY understands that these requirements are considered the second steps in the process of achieving 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 whichever is later. 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, <u>Fla. Stat.</u>, 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, <u>Fla. Stat.</u> 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.

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### **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 does not allow subcontracting by the AGENCY for services under this contract.

### 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 sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered 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:

Dorla Leslie, Executive Director Center for Family Services of Palm Beach County, Inc. (HIPPY) 4101 Parker Ave West Palm Beach, FI 33405

### 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.

#### ATTEST:

BY:

Sig

WITNESS:

nature

Name Typed

59-1084179

Judith E. Delman

#### Sharon R. Bock, Clerk & Comptroller

<u>elmer</u>

**Clerk & Comptroller** 

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

### **BOARD OF COUNTY COMMISSIONERS**

BY:

Addie L. Greene, Chairperson

#### **AGENCY:**

The Center for Family services of Palm Beach County, Inc. AGENCY's Name Typed

Darly Kls BY Signature

Dorla Leslie AGENCY's Signatory Name Typed

Executive Director AGENCY's Signatory Title Typed

APPROVED S TO TERMS AND CONDITIONS Services artment ommunit By

Edward L. Rich, Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

AGENCY's Federal ID Number

Assistant County Attorney

### EXHIBIT A

### SCOPE OF WORK FINANCIAL ASSISTANCE CONTRACT Agency Name: The Center for Family Services of Palm Beach County, Inc.

### The mission of **HIPPY** is:

- a) Empower parents to view themselves as primary educators of their children
- b) Increase the chances of early school experiences among children from
- educationally disadvantaged backgrounds
- c) Stimulate the cognitive development of the child
- d) Teach parents and children the joy of learning
- e) Stimulate educational interaction between parents and their children
- f) Create an educational milieu in the home that encourages literacy
- g) Foster parental involvement in school and community life
- h) Break through the social isolation of parents
- i) Help home visitors develop skills and work experience needed to compete successfully for other jobs in local labor markets
- j) Provide parents with the opportunity of becoming home visitors in their own community
- k) Establish collaborative partnerships with other human service organizations in order to ensure optimal service delivery for participating families.

### **EXHIBIT B**

## SERVICE/PROGRAM TO BE PROVIDED FY 2008 FINANCIAL ASSISTANCE CONTRACT

Agency:	The Center for Family Services of Palm Beach County, Inc.					
	Program Name and nition of Unit of Service	Unit Cost	Total Cost Of Service			
Service/Program	: HIPPY					
	fined as one week of home instruction with the vices will include monthly group meetings and	19.61	141,345			

support meetings with home visitors, developmentally appropriate educational activities, parental group enrichment activities and staff training at state and national conferences.

# TOTAL CONTRACT

141,345

### MONTHLY ALLOCATION WORKSHEET

Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008 Reimbursement Month/Date:

Agency Name:

Account Number:

вашия

Vendor:

BCC Do. No.: Contract Year: Service Dates:

October 1, 2007 - September 30, 2008

2008

Program/Service	Contract	Amount	Curr	ent Month Ut	ilization		Year-to-Date L	Jtilization	Contract Balance
	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Number of Units	Cost per Unit	Total	Total
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<u>Current Request Total:</u>

<u>\$</u>

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

Authorized Signature

Date

From:Dick CohenTo:Snangle@co.palm-beach.fl.usDate:10/9/2007 6:03 PMSubject:Re: Oasis Outsourcing Holdings Inc

We insist on signed COIs to help solidify our position if/when an agent issues a fraudulent COI. COIs from Marsh USA, Aon, and Arthur J Gallagher & Co can be accepted unsigned. For others, run them by me

Dick Cohen, CPCU, CIC, ARM-P Risk Management Department Palm Beach County 160 Australian Ave., Ste 401 West Palm Beach, FL 33406 (P) 561-233-5432 (F) 561-2335420 >>> Sharon Nangle 10/09/07 4:42 PM >>> Hi Dick-

I have a situation where a Worker's Compensation Certificate was issued (the Company: is Zurich American Insurance Company, the Producer: is Aon Risk Services of Florida and the Insured: is Oasis Outsourcing Holdings Inc.) The agency called their agent Oasis to get the certificate signed, the agent at Oasis referred her to the W/C agent at Aon who stated that they do not and will not sign certificates? Has our policy changed with respect to having W/C certificates signed and is this something new with Insurance agencies? Please advise...Thanks

	40	ORD, CERTIFIC	CATE OF LIABIL	ITY INS	URANCE		DATE (NM/DD/YYYY) 7/18/2007
Bro 140	01 1	R Phone: 561-686-2266 & Brown of Florida, Forum Way, Suite 400 Palm Beach FL 33401	Fax: 561-686-2313 Inc.	ONLY AN	D CONFERS NO This certific.	LED AS A MATTER O D RIGHTS UPON TH TE DOES NOT AMEN FFORDED BY THE PO	E CERTIFICATE
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		X COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurence)	\$300,000
						MED EXP (Any one person)	\$15,000
						PERSONAL & ADV INJURY	\$1,000,000
		]				GENERAL AGGREGATE	\$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$3,000,000
A		AUTOMOBILE LIABILITY	PHPK220221	3/1/2007	3/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
4		ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
(		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANYAUTO				OTHER THAN EA ACC	\$
						AUTOONLY: AGG	\$
А		EXCESS/UMBRELLA LIABILITY	PHUB080870	3/1/2007	3/1/2008	EACH OCCURRENCE	\$1,000,000
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	If yes	, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$
A	OTH Pro		PHPK220221	3/1/2007	3/1/2008	\$1,000,000 \$3,000,000	Per Incident Aggregate
1	loce	ulance form		1	1	} .	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS \*10 Days Notice of Cancellation for Non-Payment of Premium. Palm Beach County Board of County Commissioners are named Additional Insured with respects to General Liability as required by written contract. Umbrella Policy Follows Form.

CERTIFICATE HOLD	ER	CANCELLATION
Commis 810 Da	each County Board of County sioners tura Street alm Beach FL 33401	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

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**@ACORD CORPORATION 1988** 

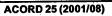
### IMPORTANT

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.



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TYPE OF INSURANCE         POLICY NUMBER         POLICY EFFECTIVE DATE IMM/DD/YY         POLICY EXPIRATION DATE IMM/DD/YY         LIMITS           CENERAL L/ABILITY         OENERAL L/ABILITY         OENERAL L/ABILITY         Image: Common and the image: Common an	TYPE OF INSURANCE         POLICY NUMBER         POLICY EMERGENCE         POLICY SPECTIVE         PRODUCTS - COMPORTOR GO S         SECHADIA ADD NUMURY 1 #         SECHADIA COMPRET         <		EXCLUSIONS AND CONDITIONS C	OF SUCH POLICIES, LIMITS SHOWN MAY	HAVE BEEN REDUC	ED BY PAID CLAIM	<u> </u>	t	······································
GENERAL LIABILITY     OCMMERCAL CERRAL LIABILITY     PRODUCTS - COMPIOP AGG     9       CLAIMS MADE     OCCUR     OCCUR     PRODUCTS - COMPIOP AGG     9       DIVERTS & CONTRACTOR'S PROT     PRODUCTS - COMPIOP AGG     9       DIVERT'S & CONTRACTOR'S PROT     EACH OCCURRENCE     6       DIVERT'S & CONTRACTOR'S PROT     FIRE DAMAGE (Any one person)     5       ANY AUTO     ANY AUTO     8       ALLOWNED AUTOS     BODILY INURY     9       SCHEDULED AUTOS     BODILY INURY     9       HIRED AUTOS     BODILY INURY     9       NON-OWNED AUTOS     BODILY INURY     9       ANY AUTO     BODILY INURY     9       ANY AUTO     BODILY INURY     9       MON-OWNED AUTOS     BODILY INURY     9       MORENTY DAMAGE     \$     2       MORENTY DAMAGE     \$     2       MORENTY DAMAGE     \$     3       UMBRELLA FORM     \$     3       OTHER THAN UMBRELA FORM     \$     3       OTHER THAN UMBRELA FORM     \$     1000000 <tr< td=""><td>BENERAL LIABILITY     OCMERCIAL GENERAL LIABILITY     BRODUCTS: COMPOR ACTS: COMPOR ACT</td><td>Т</td><td></td><td>-</td><td>POLICY EFFECTIVE</td><td>POLICY EXPIRATION</td><td>1</td><td>S</td><td></td></tr<>	BENERAL LIABILITY     OCMERCIAL GENERAL LIABILITY     BRODUCTS: COMPOR ACTS: COMPOR ACT	Т		-	POLICY EFFECTIVE	POLICY EXPIRATION	1	S	
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GLAIMS MADE       OCCUR         OWNER'S & CONTRACTOR'S PROT       EACH OCCURRENCE         OWNER'S & CONTRACTOR'S PROT       EACH OCCURRENCE         AUTOMOBILE LIABILITY       MED EXP (Any one person))         AUTOMOBILE LIABILITY       \$         ANY AUTO       BODILY INJURY         ALL OWNED AUTOS       BODILY INJURY         SCHEDULED AUTOS       BODILY INJURY         HIRED AUTOS       BODILY INJURY         NON-OWNED AUTOS       BODILY INJURY         NON-OWNED AUTOS       BODILY INJURY         NON-OWNED AUTOS       BODILY INJURY         ANY AUTO       BODILY INJURY         AUTO ONLY - EA ACCIDENT       S         GARAGE LIABILITY       AUTO ONLY - EA ACCIDENT         ANY AUTO       EACH ACCIDENT         UMBRELLA FORM       COMORTINA AUTO ONLY - EA ACCIDENT         UMBRELIA FORM       GOGREGATE         <	CLAIMS MADE      OCCUR         OWNER'S & CONTRACTOR'S PROT       EACH OCCURRENCE       \$         AUTOMOBILE LIABILITY       ANY AUTO       \$         ANY AUTO       BODILY INJURY       \$         CARAGE LIABILITY       \$       \$         ANY AUTOS       BODILY INJURY       \$         HIRED AUTOS       BODILY INJURY       \$         NON-OWNED AUTOS       BODILY INJURY       \$         ANY AUTO       BODILY INJURY       \$         UNBRELLA FORM       COHER THAN AUTO ONLY:       S         UNBRELLA FORM       S       S       S         UNBRELLA FORM       S       S       S       S         WORKER'S COMPENSATION AND EMPLOYEES' LIABILITY       WC 29-38-687-05       O6/01/07       O6/01/08       X       X       Y       S         UBBRELLA FORM <t< td=""><td></td><td>COMMERCIAL GENERAL LIABILITY</td><td></td><td>· · .</td><td></td><td></td><td></td><td></td></t<>		COMMERCIAL GENERAL LIABILITY		· · .				
OWNER8 & CONTRACTOR'S PROT       EACH OCCURRENCE       \$         AUTOMOBILE LIABILITY       Image: Contractor's protion       \$         AUTOMOBILE LIABILITY       COMBINED SINGLE LIMIT       \$         ANY AUTO       BODILY INJURY       \$         ALL OWNED AUTOS       BODILY INJURY       \$         SCHEDULED AUTOS       BODILY INJURY       \$         NON-OWNED AUTOS       BODILY INJURY       \$         ANY AUTO       EACH OCCURENCE       \$         ANY AUTO       Content of the strain	OWNER'S & CONTRACTOR'S PROT       EACH OCCURRENCE       \$         ANTOMOBILE LIABILITY       RED EXP (Ary one prevan)       \$         ANY AUTO       BOOILY INJURY       \$         ALL OWNIED AUTOS       BOOILY INJURY       \$         SCHEDULED AUTOS       BOOILY INJURY       \$         HIRED AUTOS       BOOILY INJURY       \$         NN-OWNED AUTOS       BOOILY INJURY       \$         ANY AUTO       AUTO ONLY       \$         ANY AUTOS       BOOILY INJURY       \$         NN-OWNED AUTOS       BOOILY INJURY       \$         NON-OWNED AUTOS       BOOILY INJURY       \$         ANY AUTO       CARAGE LIABILITY       \$         ANY AUTO       CARAGE S       \$         UMBRELLA FORM       CARAGE S       \$         OTHER THAN UMBRELLA FORM       S       \$         OWNER'S COMPENDATION AND EMPLOYERS' LABILITY       \$       \$         INDERCENTING       NCL       \$       \$         INDERCENTING       NCL       \$       \$         IN					и		···	
AUTOMOBILE LIABILITY       FIRE DAMAGE (Any one person)       \$         ANY AUTO       ALL OWNED AUTOS       COMBINED SINGLE LIMIT       \$         ALL OWNED AUTOS       BODILY INJURY       \$       BODILY INJURY       \$         ALL OWNED AUTOS       BODILY INJURY       \$       \$       \$         ALL OWNED AUTOS       BODILY INJURY       \$       \$       \$         NON-OWNED AUTOS       BODILY INJURY       \$       \$       \$         NON-OWNED AUTOS       BODILY INJURY       \$       \$       \$         ANY AUTO       BODILY INJURY       \$       \$       \$         ANY AUTOS       BODILY INJURY       \$       \$       \$         ANY AUTO       BODILY INJURY       \$       \$       \$         ANY AUTO       BODILY INJURY       \$       \$       \$         ANY AUTO       BODILY INJURY       \$       \$       \$         MORKER SCORFERSTURY       ANY AUTO       BODILY INJURY       \$       \$         UMBRELLA FORM       GARAGE LIABILITY       EACH ACCIDENT \$       \$       \$         UMBRELLA FORM       OTHER THAN UMBRELLA FORM       WC 29-38-687-05       06/01/07       06/01/08       X       X       YEM       \$	AUTOMOBILE LIABILITY     S       ANY AUTO     ANY AUTO       ALL OWNED AUTOS     BODILY INJURY       SCHEDULED AUTOS     BODILY INJURY       HRED AUTOS     BODILY INJURY       NON-OWNED AUTOS     BODILY INJURY       NON-OWNED AUTOS     BODILY INJURY       ANY AUTO     BODILY INJURY       ANY AUTO     BODILY INJURY       ANY AUTOS     BODILY INJURY       NON-OWNED AUTOS     BODILY INJURY       ANY AUTO     BODILY INJURY       AUTO ONLY - EA ACCIDENT     S       UNBRELLA FORM     OTHER THAN UMBRELA FORM       OTHER THAN UMBRELA FORM     S       OTHER THAN UMBRELAFORM     S       WORKER'S COMPENDANTON AND EMERCHARCE     S       INCL     BODILY INJURY       INCL     BODILY       INCL     BODILY       INCL     BODILY       INCL     BODILY       INCL     BODILY       INCL     BODILY	· ·			1	1		<u></u>	
AUTOMOBILE LIABILITY       ANY AUTO         ANY AUTO       COMBINED SINGLE LIMIT         ALL OWNED AUTOS       BODILY INJURY         SCHEDULED AUTOS       BODILY INJURY         HIRED AUTOS       BODILY INJURY         NON-OWNED AUTOS       BODILY INJURY         ANY AUTO       BODILY INJURY         ANY AUTOS       BODILY INJURY         NON-OWNED AUTOS       BODILY INJURY         ANY AUTO       BODILY INJURY         GARAGE LIABILITY       AUTO ONLY - EA ACCIDENT         ANY AUTO       EACH ACCIDENT         ANY AUTO       EACH ACCIDENT         UMBRELLA FORM       BOLY         UMBRELLA FORM       BOGION         WORKER'S COMPENSATION AND       WC 29-38-687-05         UMBRETON       MCL         PROPERTY       SCHOLOCURRENT         SCHOLOCURENT       SCHOLOCURENT         SCHOLOCURENT       SCHOLOCURENT         MORKER'S COMPENSATION AND       WC 29-38-687-05         UMBRETON       MCL         PROPERTON       SCHOLOCURENT         ELECK ACCIDENT       S 1000000         PROPERTON       S 1000000         PROPERTON       S 1000000	ALTOMOBILE LIABILITY     COMBINED SINGLE LIMIT     \$       ANY AUTO     ALL OWNED AUTOS     BODILY INJURY     \$       SCHEDULED AUTOS     BODILY INJURY     \$       HIRED AUTOS     BODILY INJURY     \$       NON-OWNED AUTOS     BODILY INJURY     \$       ANY AUTO     BODILY INJURY     \$       MY AUTO     BODILY INJURY     \$       MORERTS COMPENDED     BODILY INJURY     \$       BODILY INJURY     \$     \$       ANY AUTO     BODILY INJURY     \$       ANY AUTO     BODILY INJURY     \$       ANY AUTO     BODILY INJURY     \$       MORERTS COMPENDING     BODILY INJURY     \$       UMBRELLA FORM     BODILY INJURY     \$       OTHER THAN UMBRELLA FORM     BODILY INJURY     \$       WORKER'S COMPENDATION AND PARTHANCHARCEUTER     BODILY INJURY     \$       WORKER'S COMPENDATION AND PARTHANCHARCEUTER     BODILY INJURY     \$       WORKER'S COMPENDATION     WORKER'S	-	-						
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# CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_,2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and <u>211 Palm Beach/Treasure Coast, Inc.</u> hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is <u>23-7153017</u>.

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 - <u>SCHEDULE</u>

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 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 AGENCY and 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 <u>Two Hundred and Sixty Four Thousand Nine Hundred and</u> <u>Forty-One Dollars</u> (\$264,941.00). The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth 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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

### ARTICLE 4 - AVAILABILITY OF FUNDS

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

### **ARTICLE 5 – <u>AMENDMENTS TO FUNDING LEVELS</u>**

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 this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. 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 for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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. <u>Right to Review</u> 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.** <u>Certificate of Insurance</u> 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

3

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 attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

### **ARTICLE 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 - <u>REMEDIES</u>

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 and unit cost delivery of services, Exhibit B 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. The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- **F.** Reimburse funds to COUNTY that are deemed misused or misspent.
- **G.** 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.
- H. Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I. 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/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the second stage of 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 shall, by June 15, 2008, comply with a request from the Center that the AGENCY have an on-site review scheduled within 30 days. If The Center recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2006-2007 contractual agreement with the COUNTY.

AGENCY understands that these requirements are considered the second steps in the process of achieving 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 whichever is later. 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, <u>Fla. Stat.</u>, 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, <u>Fla. Stat.</u> 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 does not allow subcontracting by the AGENCY for services under this contract.

### 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 sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered 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:

Susan K. Buza, Executive Director 211 Palm Beach/Treasure Coast, Inc. P.O. Box 3588 Lantana, FL 33465-3588

### **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.

### ATTEST:

#### Sharon R. Bock, Clerk & Comptroller

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

### BOARD OF COUNTY COMMISSIONERS

BY:

Addie L. Greene, Chairperson

WITNESS:

BY:

ÂЛ Signature

Mary G. Williams Name Typed

Clerk & Comptroller

23-7153017 AGENCY's Federal ID Number

#### AGENCY:

211 Palm Beach/Treasure Coast, Inc

AGENCY's Name Typed BY Signature

Susan K. Buza AGENCY's Signatory Name Typed

Executive Director

AGENCY's Signatory Title Typed

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS Department of Community Services By:

Edward L. Rich, Director

### EXHIBIT A SCOPE OF WORK & OUTCOMES INDICATORS FINANCIAL ASSISTANCE CONTRACT Agency Name: 211 Palm Beach/Treasure Coast, Inc.

### **Elder Crisis Outreach**

The primary goal of Elder Crisis Outreach will be to help maintain older adults in the least restrictive environment possible while encouraging the highest level of self-determination. Program activities are short term, in-home outreach services to individuals who may be experiencing physical illness, difficulty meeting basic needs, bereavement, financial hardships, social isolation, victimization, emotional distress, or suicidal ideation. Services include suicide evaluation, general assessment, supportive counseling, goal setting and care plan development.

### **Outcome Indicators:**

- 1. 75% of 432 clients will have their crisis situations stabilized.
- 2. 80% of 432 clients will have one or more of their identified needs met.
- 3. 90% of 432 will become aware of appropriate sources of assistance.

### **EXHIBIT B**

# SERVICE/PROGRAM TO BE PROVIDED FY 2008 FINANCIAL ASSISTANCE CONTRACT

# Agency: 211 Palm Beach/Treasure Coast, Inc.

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
Service/Program: Elder Crisis Outreach		
A unit of service is defined as one hour of staff service time.	27.56	99,941
<b>Service/Program: 211 Palm Beach</b> A unit of service is defined as one hour of staff service time.	95.64	165,000

TOTAL CONTRACT

#### MONTHLY ALLOCATION WORKSHEET

Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008 Reimbursement Month/Date:

Agency Name: BCC Do. No.: Contract Year: Service Dates: 0

2008 October 1, 2007 - September 30, 2008

**Current Month Utilization** Year-to-Date Utilization **Contract Balance** Program/Service **Contract Amount** Number Number Cost per of Cost per of Total Unit Total Units Unit Total Units Cost per Unit Total ----. -• -. . . . ----. . . ------• . <u>, 1</u> -۰. -. -. -. --------. ÷ Ψ. --• . ----. . . • ---• --------• -------. . TOTAL: -. •

# <u>Current Request Total:</u>

<u>\$</u>

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

Authorized Signature

Date

Vendor:

Account Number:

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Retroactive Date for Professional Liability is 07/01/2003; Professional Liability Deductible \$2,500 per claim (indemnity & expense).

Retroactive Date for Professional Liability is 07/01/2003 Certificate Holder is named as additional insured - controlling interest per Auto Owners Form 55163 (12-04) on the general liability policy subsequent to a written contract or agreement. Hired & Non-Ow ned Auto Liability coverage is an endorsement to the General Liability Policy.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Dept. of Community Services, Division of Human Services	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.
810 Datura Street, Suite 350 West Palm Beach, FL 33401-	AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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## CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_,2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and <u>Mae Volen Senior Center, Inc.</u> hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2695062.** 

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 – <u>SCHEDULE</u>

The AGENCY shall commence services on October 1, 2007 and complete services on September 30, 2008. The parties may, by mutual agreement, extend this contract for up to 1 additional year. If the AGENCY wishes to extend the contract, it must submit a proposed "Scope of Work and Outcomes Indicators" (Exhibit A) and proposed costs for the next fiscal year (October 1 – September 30) no later than May 15 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 AGENCY and 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 Million Two Hundred Thousand Dollars (\$1,200,000.00)**. The AGENCY shall bill the COUNTY on a regular basis. Payment shall be on a unit of service basis as described in this contract, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined.

The program and unit cost definitions for this contract year are set forth 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.

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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. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

### ARTICLE 4 - AVAILABILITY OF FUNDS

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

### ARTICLE 5 - 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 this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. 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 for any of the AGENCY's contracted programs of up to 50% may be approved by the Director of Community Services. Any increase or decrease of funding over 50% must be approved by the Board of County Commissioners.

### ARTICLE 6 - INSURANCE

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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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> 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. <u>Worker's Compensation Insurance & Employers Liability</u> The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- Professional Liability The AGENCY shall maintain Professional Liability, or D. 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. <u>Additional Insured</u> 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. <u>Right to Review</u> 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.** <u>Certificate of Insurance</u> 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

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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 attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

### **ARTICLE 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 - <u>REMEDIES</u>

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

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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 and unit cost delivery of services, Exhibit B 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. The AGENCY must maintain separate financial records for Financially Assisted Agencies Contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Financially Assisted Agencies' cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.
- **F.** Reimburse funds to COUNTY that are deemed misused or misspent.
- **G.** 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.
- H. Submit a demographic report based on the clients served by the County funding. This report will be due yearly on September 15. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the County until such information is submitted. All data must be submitted via the Department of Community Services Financially Assisted Agencies Website.
- I. 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/CENTER FOR NON-PROFIT EXCELLENCE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the second stage of 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 shall, by June 15, 2008, comply with a request from the Center that the AGENCY have an on-site review scheduled within 30 days. If The Center recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2006-2007 contractual agreement with the COUNTY.

AGENCY understands that these requirements are considered the second steps in the process of achieving 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 whichever is later. 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, <u>Fla. Stat.</u>, 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, <u>Fla. Stat.</u> 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 does not allow subcontracting by the AGENCY for services under this contract.

### 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 sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered 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:

Elizabeth. L. Lugo Mae Volen Senior Center, Inc. 1515 West Palmetto Park Road Boca Raton, Florida 33486

### **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.

### ATTEST:

BY

WITNESS:

Signature

Name Typed

Grace Ginsberg

59-2695062

AGENCY's Federal ID Number

Sharon R. Bock, Clerk & Comptroller

Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

BY:

Addie L. Greene, Chairperson

AGENCY:

Mae Volen Senior Center, Inc AGENCY's Name Typed

Signatur¢

Elizabeth Lugo AGENCY's Signatory Name Typed

President/CEO AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS Department of Community Services By:\_\_\_\_\_\_\_\_

Edward L. Rich, Director

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### EXHIBIT A

### SCOPE OF WORK FINANCIAL ASSISTANCE CONTRACT Agency Name: Mae Volen Senior Center, Inc.

**Transportation Unit:** A one-way trip for a disabled, transportation disadvantaged elderly person. Trips are group trips that are scheduled by area of residence and point of destination. Service is available Monday through Friday. Service is available for southern Palm Beach County. Trips are provided to medical appointments and facilities, meal sites and grocery stores, adult day cares, senior centers and other locations based on driver and vehicle availability as well as funding.

**In-home Services Unit:** An hour of service necessary to assist clients in maintaining their ability to function in everyday life as normally and independently as possible, including services to assist with self care issues and identification of community resources and services that could support the clients' needs. These services may include, but not be limited to, providing personal care, homemaking, shopping, chores, companion, respite, escort, and home health aide.

**Congregate Meal Unit:** A hot, nutritiously balanced meal tailored to the dietary needs of older persons provided at strategically located meal sites. The congregate meals provided at meal sites also allow for socialization to help reduce the risk of isolation among the senior population. A unit may consist of a boxed meal when meal sites are closed for holidays or in preparation for or after a hurricane.

**Home Delivered Meal Unit:** A nutritiously balanced meal tailored to the dietary needs of older persons and provided to seniors who are otherwise unable to secure food sufficient enough to maintain a proper diet. Seniors who receive these meals are unable to shop for and/or prepare nutritiously balanced meals themselves, and they do not have another person who can consistently prepare nutritiously balanced meals for them. The meals include frozen or hot meals depending on the consumer's needs and may include specialized diets when needed and available. A unit may consist of a boxed meal in preparation for or after a hurricane.

**Case Management Unit:** An hour of time spent providing a client-centered service focusing on assisting clients and their families to identify the physical and emotional needs of the client and then arranging and coordinating those services. Case management service would also include regular monitoring of the quality and effectiveness of the services while providing continuing support addressing the changing needs of the client. Case management includes, but is not limited to, intake, information and referral, assessments, field visits and travel time, phone calls, documentation, preparation of plans of care, team meetings, trainings, continuing education, staffing, supervisory sessions and the processing of paperwork related to the clients condition and service delivery.

Adult Day Health Care Unit: A day of care provided by a licensed, adult day care facility that includes organized and therapeutic social activities that will enhance the participant's sense of well being, encourage independence, and prevent further physical and cognitive deterioration. This service can also be provided as a means of respite for a primary caregiver. This service also includes, but is not limited to, physical and psychological health monitorings, support groups for caregivers, social activities aimed at bringing caregivers and participants together as well as professional staff making social and medical referrals to appropriate agencies within the community for the participant and family members.

# EXHIBIT B

# SERVICE/PROGRAM TO BE PROVIDED FY 2008 FINANCIAL ASSISTANCE CONTRACT

Agency:	Mae Volen Senior Center, Inc		
	Program Name and Definition of Unit of Service	Unit	Total Cost Of Service
L	emilion of Unit of Service	Cost	UI Service
Somico/Droma	m. Trananastatian		
Service/Progra	m: Transportation defined as a one-way trip for a disabled,	20.00	846,000
	Ivantaged elderly person. Trips are group trips that	20.00	0,0,000
are scheduled by a	rea of residence and point of destination.	· ·	
Service/Progra			
A unit of service is a	defined as one hour assisting clients in maintaining	24.00	45,000
	on in everyday life as normally and independently services may include, but are not limited to,		
providing personal	care, homemaking, shopping, chores, companion,	-	
respite, escort and	home health aide.		
Service/Progra	m: Congregate Meals		
	defined as a hot, nutritiously balanced meal. A unit	6.00	63,000
may consist of a bo	exed meal when meal sites are closed for holidays		
or in preparation fo	r or after a hurricane.		
		•	
Service/Progra			
	defined as a nutritiously balanced meal. The meals	6.00	50,000
	ot meals depending on the consumer's needs and lized diets when needed and available. A unit may		
	meal in preparation for or after a hurricane.	•	
Service/Progra			
	defined as an hour of time spent providing a client- cusing on assisting clients and their families to	38.95	83,000
	I and emotional needs of the client and then		
	dinating those services.		
Service/Progra	m: Adult Day Health Care	ана стана стан 2	
A unit of service is	defined as a day of care provided by a licensed,	50.00	113,000
adult day care facil	ity	â	
	TOTAL CONTRACT		1,200,000
•	4. · · · · · · · · · · · · · · · · · · ·		
		: · · · · ·	

#### MONTHLY ALLOCATION WORKSHEET

#### Palm Beach County Department of Community Services-Financially Assisted Agencies-FY2008 **Reimbursement Month/Date:**

Agency Name: BCC Do. No.: Contract Year:

Service Dates:

2008 October 1, 2007 - September 30, 2008

**Contract Amount Current Month Utilization** Year-to-Date Utilization **Contract Balance** Program/Service Number Number Cost per of Cost per of Total Unit Total Units Unit Total Units Cost per Unit Total ---------• -• -------**.** ' ----------• .... -----------• --• ----------------• ---------. ------ 1 -TOTAL: --\$25

**Current Request Total:** 

<u>\$</u>

Account

Number:

Vendor:

CERTIFICATION: I hereby certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contract and the FAA application.

**Authorized Signature** 

Date

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eekes 2 (21] away, Inc.         ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ste 300           (77 East Atlantic Ave. Ste 300         Market Ave. Ave. Ave. Ave. Ave. Ave. Ave. Ave.	ekes £ (ailaway, Inc.       ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND OR         /7 East Atlanic Ave. Ste 300       Sinay Beach, FL 33483       NUMERANCE CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND OR         Inay Beach, FL 33483       INSURERS AFFORDING COVERAGE       NAIC #         Ber Mae Volen Senior Center, Inc.       INSURERS AFFORDING COVERAGE       NAIC #         ISIS W. Palmetto Park Rd.       INSURERS AFFORDING COVERAGE       NAIC #         Boca Raton, FL 33486       INSURERS AFFORDING COVERAGE       NAIC #         WERAGES       INSURERS AFFORDING COVERAGE       NAIC #         Were Colless OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDIN       INSURER IN SUBJECT TO ALL THE TERMS, COUNTRO'N MAY HAVE BEEN INSURED RAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDIN         WY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, COUNTRO'N MAY HAVE BEEN REDUCED BY THE POLICY PARAMED ABOVE FOR THE FORDER DOES       INTO THE CORTIFICATE BUDGES NOT AND CONSTROLOGY OF THE POLICY ENDED AND CLARS.         INTO ONE AVAID COURTS       POLY NUMERY PARADOLISA       POLY NUMERY PARADOLISA       INTO THE CORTIFICATE DUBGES NOT AND CLARS.         INTO ONE AVAID COURTS       POLY NUMERY PARADOLISA       INTO THE COURTS AND CLARS.       INTO THE THE TERMS, CLARS AND CLARS.         INTO ONE AVAID COURTS       POLY NUMERY PARADOLISA       INTO THE		ATE OF LIABIL	the second se	the second s	ED AS A MATTER OF	01/10/2007_ INFORMATION
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GENERAL LABILITY         PHPK155256         01/27/2007         01/27/2008         EACH OCCURRENCE         \$         1,000,1           X         COMMERCIAL GENERAL LABILITY         CLAIMS MADE         X         OCCUR         100,0           X         COMMERCIAL GENERAL LABILITY         CLAIMS MADE         X         OCCUR         100,0           X         Professional Liab         OL/27/2007         01/27/2008         CENERAL GENERAL COMPLOA FOR STORE         100,0           GENERAL GENERAL LIMIT APPLIES PER         PHPK155256         01/27/2007         01/27/2008         OL/27/2008         PRODUCTS - COMPLOA AGG \$         2,000,1           AUTOMOBILE LIABILITY         PHPK155256         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$         1,000,1           AUTOMOBILE LIABILITY         PHPK155256         01/27/2007         01/27/2008         COMPIOP AGG \$         2,000,1           MIRED AUTOS         SCHEDULED AUTOS         PHPK155276         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$           MON-OWNED AUTOS         SCHEDULED AUTOS         S         S         S         S           MON-OWNED AUTOS         GARAGE LIABILITY         PHUB0578797         01/27/2007         01/27/2008         EACH OCCURRENCE         \$ </td <td>EXCH CURRENCE         EACH OCCURRENCE         \$         1,000,0           X         COMMERCIAL GENERAL LABILITY         PHPK155256         01/27/2007         01/27/2008         Contension         \$         1,000,0           X         Professional Liab         Occurrence         \$         1,000,0         Contensional         \$         1,000,0           Control         Professional Liab         Contensional         \$         2,000,0         Contensional         \$         2,000,0           Control         Professional Liab         Contensional         Contensional         \$         2,000,0           Contensional         Contensional         Contensional         \$         2,000,0           Contensional         Contensional         Contensional         \$         2,000,0           Automobile Labelity         Any Auto         Ol/27/2007         01/27/2008         Contensional         \$           Any Auto         Any Autos         S         S         S         S         S           Any Autos         S         S         S         S         S         S           Any Autos         S         S         S         S         S         S           Concertensional         S</td> <td>R ADD'L TYPE OF INSURANCE</td> <td>POLICY NUMBER</td> <td>POLICY EFFECTIVE</td> <td>POLICY EXPIRATION DATE (MM/DD/YY)</td> <td>LIMIT</td> <td>S</td>	EXCH CURRENCE         EACH OCCURRENCE         \$         1,000,0           X         COMMERCIAL GENERAL LABILITY         PHPK155256         01/27/2007         01/27/2008         Contension         \$         1,000,0           X         Professional Liab         Occurrence         \$         1,000,0         Contensional         \$         1,000,0           Control         Professional Liab         Contensional         \$         2,000,0         Contensional         \$         2,000,0           Control         Professional Liab         Contensional         Contensional         \$         2,000,0           Contensional         Contensional         Contensional         \$         2,000,0           Contensional         Contensional         Contensional         \$         2,000,0           Automobile Labelity         Any Auto         Ol/27/2007         01/27/2008         Contensional         \$           Any Auto         Any Autos         S         S         S         S         S           Any Autos         S         S         S         S         S         S           Any Autos         S         S         S         S         S         S           Concertensional         S	R ADD'L TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
A       COMMERCIAL SELECT COUNTING       Image: Select Coun	A       COMBRESS (FACOUNCE)       2011         CAMMS MORE       X       OCCUR       2001         CENTLAGGREATE LIMIT APPLIES PER       PHPK155256       01/27/2007       01/27/2008       PRODUCTS - COMPOPAGE       2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       PRODUCTS - COMPOPAGE       2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$         1,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$         1,000,0         ALL OWNED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$         1,000,0         HIRED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$         1,000,0         MON OWNED AUTOS       PHPK155256       01/27/2007       01/27/2008       EDOLY NUURY       \$         \$         1,000,0         GARAGE LIABILITY       NON OWNED AUTOS       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$         2,000,0         OCCUR       CLAINS MADE       830-26332       01/01/2007       01/01/2008       X   mORIANTS  PR       \$         S		РНРК155256			EACH OCCURRENCE	\$ 1,000,00
CLAIMS MADE       X       OCCUR         X       Professional Liab         CENTLAGGREGATE       LIMIT APPLIES PER:         PHDK155256       01/27/2007         O1/27/2008       PRODUCTS         AUTONOBILE LUABILITY       LOC         X       ANY AUTO         ALTONOBILE LUABILITY       PHPK155256         X       ANY AUTO         ALTONOBILE LUABILITY       PHPK155256         X       ANY AUTO         ALLOWINED AUTOS       D1/27/2007         SCHEDULED AUTOS       BODILY MULRY         NON-OWINED AUTOS       BODILY MULRY         NON-OWINED AUTOS       BODILY MULRY         NON-OWINED AUTOS       S         MIRED AUTOS       S         NON-OWINED AUTOS       S         MIRED AUTOS       S         MAY AUTO       AUTO ONLY: EA ACCIDENT         ANY AUTO       AUTO ONLY: EA ACCIDENT         ANY AUTO       AUTO ONLY: ACACCIDENT         ANY AUTO       AUTO ONLY: ACACCIDENT         OCCUR       CLAIMS MADE         DEDUCTIBLE       0,000         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       B30-26332         D1/01/2007       01/27/2008 <td>CLAIMS MADE       X       OCCUR         ANY AUTO       PHPK155256       01/27/2007       01/27/2008       PRODUCTS-COMPIOP AGG       \$ 2,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       PRODUCTS-COMPIOP AGG       \$ 2,000,0         AUTOMORIE LIABILITY       ANY AUTO       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LUABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ANY AUTO       ANY AUTO       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ANY AUTO       ANY AUTO       ANY AUTO       ANY AUTO       AUTO ONLY * EA ACCIOENT       \$ 0         OCCUR       CLAIMS MADE       CLAIMS MADE       CLOSTATUEY       \$ 01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,0         OCCUR       CLAIMS MADE       S30-26332       01/01/2007       01/27/2008       EACH OCCURRENCE</td> <td></td> <td></td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurence)</td> <td>\$ 100,00</td>	CLAIMS MADE       X       OCCUR         ANY AUTO       PHPK155256       01/27/2007       01/27/2008       PRODUCTS-COMPIOP AGG       \$ 2,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       PRODUCTS-COMPIOP AGG       \$ 2,000,0         AUTOMORIE LIABILITY       ANY AUTO       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         AUTOMORIE LUABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ANY AUTO       ANY AUTO       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ANY AUTO       ANY AUTO       ANY AUTO       ANY AUTO       AUTO ONLY * EA ACCIOENT       \$ 0         OCCUR       CLAIMS MADE       CLAIMS MADE       CLOSTATUEY       \$ 01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,0         OCCUR       CLAIMS MADE       S30-26332       01/01/2007       01/27/2008       EACH OCCURRENCE					DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 100,00
X       Professional Liab         GENL AGGREGATE LIMIT APPLIES PER:       PHPK155256         POLICY       JECT         LAUTOMOBILE LABILITY       PHPK155256         ALL OWNED AUTOS       01/27/2007         SCHEDULED AUTOS       01/27/2008         COMBINED SINGLE LIMIT       \$          ALL OWNED AUTOS       PHPK155256       01/27/2007         SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008         MON-OWNED AUTOS       PHPK155256       01/27/2007       01/27/2008         MON-OWNED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT         NON-OWNED AUTOS       PHUB0578797       01/27/2007       01/27/2008       BODLY INJURY (Per accident)       \$          ANY AUTO       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$          DEDUCTIBLE       10,000       830-26332       01/01/2007       01/01/2008       X       WCREARD TS         WORKERS COMPENSATION AND EMPLOYERT LIABULTY       830-26332       01/01/2007       01/01/2008       X       WCREARD COTTRENCE       \$          MY PROPRIETOR PARTNERSXECUTIVE OFFICENT MERSATION AND EMPLOYERT LIABULTY       CENDS010702       01/27/2007       01/01/2008 <td< td=""><td>X       Professional Liab         GENLAGGREGATE LIMIT APPLIES PER.       PHPK155256       01/27/2007       01/27/2008       PRODUCTS - COMPROP AGG       \$ 2,000,0         POLCY       JECT       Loc       DOL       PRODUCTS - COMPROP AGG       \$ 2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ALL OWNED AUTOS       SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         BODLY INJURY       S       BODLY INJURY       \$       BODLY INJURY       \$       \$ 1,000,0         HIRED AUTOS       HIRED AUTOS       NON-OWINED AUTOS       BODLY INJURY       \$       \$       \$ 1,000,0         GARAGE LIABILITY       ANY AUTO       AVITO ONLY: EA ACCIDENT       \$       \$       \$ 1,000,0         OCCUR       CLAIMS MADE       PHUBOS78797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,0         DEDUCTIBLE       X       RETENTION \$ 10,000       830-26332       01/01/2007       01/01/2008       LACH OCCURRENCE       \$ 2,000,0         WORKERS COMPENSATION AND       BODLY INJURY       S       S       S       \$ 0,000,0       \$ 0,000,00       \$ 0,000,00</td><td></td><td>• : · · · · · · · · · · · · · · · · · ·</td><td>1974) - 1975 - 1975</td><td></td><td></td><td></td></td<>	X       Professional Liab         GENLAGGREGATE LIMIT APPLIES PER.       PHPK155256       01/27/2007       01/27/2008       PRODUCTS - COMPROP AGG       \$ 2,000,0         POLCY       JECT       Loc       DOL       PRODUCTS - COMPROP AGG       \$ 2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ALL OWNED AUTOS       SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         BODLY INJURY       S       BODLY INJURY       \$       BODLY INJURY       \$       \$ 1,000,0         HIRED AUTOS       HIRED AUTOS       NON-OWINED AUTOS       BODLY INJURY       \$       \$       \$ 1,000,0         GARAGE LIABILITY       ANY AUTO       AVITO ONLY: EA ACCIDENT       \$       \$       \$ 1,000,0         OCCUR       CLAIMS MADE       PHUBOS78797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,0         DEDUCTIBLE       X       RETENTION \$ 10,000       830-26332       01/01/2007       01/01/2008       LACH OCCURRENCE       \$ 2,000,0         WORKERS COMPENSATION AND       BODLY INJURY       S       S       S       \$ 0,000,0       \$ 0,000,00       \$ 0,000,00		• : · · · · · · · · · · · · · · · · · ·	1974) - 1975 - 1975			
X       Professional Liab         CENT_AGGREGATE LIMIT APPLIES PER:       PHPK155256       01/27/2007       01/27/2008       PRODUCTS_COMP/OP AGG       \$ 2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,1         ALL OWNED AUTOS       SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,1         MALL OWNED AUTOS       SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,1         MON-OWNED AUTOS       NON-OWNED AUTOS       PHDK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,1         MIRED AUTOS       NON-OWNED AUTOS       PHUBOS78797       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 0,000,1         MON-OWNED AUTOS       PHUBOS78797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,1         MORKERS COMPENSATION AND EMPCIPARTINER/SECUTIVE OFFICE       ID,000       830-26332       01/01/2007       01/01/2008       X   WC STATU_L   OTH       S 000,1         VORKERS COMPENSATION AND EMPCIPARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/MARTINER/SECUTIVE OFFICE/	X       Professional Liab         GENLAGGREGATE LIMIT APPLIES PER.       PHPK155256       01/27/2007       01/27/2008       PRODUCTS - COMPROP AGG       \$ 2,000,0         POLCY       JECT       Loc       DOL       PRODUCTS - COMPROP AGG       \$ 2,000,0         AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         ALL OWNED AUTOS       SCHEDULED AUTOS       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$ 1,000,0         BODLY INJURY       S       BODLY INJURY       \$       BODLY INJURY       \$       \$ 1,000,0         HIRED AUTOS       HIRED AUTOS       NON-OWINED AUTOS       BODLY INJURY       \$       \$       \$ 1,000,0         GARAGE LIABILITY       ANY AUTO       AVITO ONLY: EA ACCIDENT       \$       \$       \$ 1,000,0         OCCUR       CLAIMS MADE       PHUBOS78797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$ 2,000,0         DEDUCTIBLE       X       RETENTION \$ 10,000       830-26332       01/01/2007       01/01/2008       LACH OCCURRENCE       \$ 2,000,0         WORKERS COMPENSATION AND       BODLY INJURY       S       S       S       \$ 0,000,0       \$ 0,000,00       \$ 0,000,00					PERSONAL & ADV INJURY	\$ 1,000,00
GENL AGGREGATE LIMIT APPLIES PER:         PHPK155256         01/27/2007         01/27/2008         PRODUCTS - COMPIOP AGG         \$         2,000,1           AUTOMOBILE LIABILITY         I.OC         PHPK155256         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$         1,000,1           AUTOMOBILE LIABILITY         PHPK155256         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$         1,000,1           ALL OWNED AUTOS         SCHEDULED AUTOS         PHPK155256         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$         1,000,1           HIRED AUTOS         HIRED AUTOS         PHPK155256         01/27/2007         01/27/2008         COMEINED SINGLE LIMIT         \$         1,000,1           MON-OWNED AUTOS         PHOED AUTOS         BODILY INJURY         \$         S         S         S           MON-OWNED AUTOS         PHUB0578797         01/27/2007         01/27/2008         AUTO ONLY - EA ACCIDENT         \$           ANY AUTO         PHUB0578797         01/27/2007         01/27/2008         EACH OCCURRENCE         \$ 2,000,1           OCCUR         CLAIMS MADE         S         S         S         S         S           DEDUCTIBLE         S         S         S	GRNL AGGREGATE LIMIT APPLIES PER:         PHPK155256         01/27/2007         01/27/2008         PRODUCTS - COMPIOP AGG         \$ 2,000,0           AUTOMOBILE LABILITY         LOC         COMBINED SINGLE LIMIT         \$         COMBINED SINGLE LIMIT         \$         1,000,0           AUTOMOBILE LABILITY         PHPK155256         01/27/2007         01/27/2008         COMBINED SINGLE LIMIT         \$         1,000,0           ALL OWNED AUTOS         SCHEDULED AUTOS         BODLY INJURY         \$         BODLY INJURY         \$           HIRED AUTOS         NON-OWNED AUTOS         BODLY INJURY         \$         BODLY INJURY         \$           MON-OWNED AUTOS         PROPERTY DAMAGE         \$         COMBINED SINGLE LIMIT         \$         1,000,0           ANY AUTO         NON-OWNED AUTOS         BODLY INJURY         \$         \$         \$         \$           ANY AUTO         ANY AUTO         PHUBOS78797         01/27/2007         01/27/2008         EACCORRENCE \$         2,000,0           OCCUR         CLAIMS MADE         PHUBOS78797         01/27/2007         01/27/2008         EACH OCCURRENCE \$         2,000,0           DEDUCTIBLE         \$         10,000         \$         \$         \$         \$         \$           WORKERS COMPEND	X Professional Liab	and the second sec	ege geer in the second		GENERAL AGGREGATE	
POLICY       PEO- PEO- AUTOMOBILE LABILITY       LOC         A UTOMOBILE LABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT (Fa accident)       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00	POLICY       PECT       LOC         AUTOMOBILE LABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$         1,000,0         AUTOMOBILE LABILITY       ANY AUTO       ALL OWINED AUTOS       SCHEDULED AUTOS       BODILY INURY       \$          SCHEDULED AUTOS       SCHEDULED AUTOS       BODILY INURY       \$        \$          NON-OWINED AUTOS       BODILY INURY       \$        \$        BODILY INURY       \$          MON-OWINED AUTOS       NON-OWINED AUTOS       BODILY INURY       \$        \$        BODILY INURY       \$          MON-OWINED AUTOS       NON-OWINED AUTOS       BODILY INURY       \$        \$        BODILY INURY       \$          ANY AUTO       AUTO ONLY - EA ACCIDENT       \$        AUTO ONLY - EA ACCIDENT       \$          ANY AUTO       ANY AUTO       PHUBOS78797       01/27/2007       01/27/2008       EA COCUPRENCE       \$         2,000,0          OCCCUR       CLAIMS MADE       PHUBOS78797       01/27/2007       01/27/2008       EA COCUPRENCE       \$         2,000,0          MORKERS COMPENSATION AND       B30-26332       01/01/2007       01/01/2008       X       WCSTATU- ICOTHER		PHPK155256	01/27/2007	01/27/2008	PRODUCTS - COMP/OP AGG	
AUTOMOBILE LIABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$       1,000,4         X       ANY AUTO       ALL OWNED AUTOS       SCHEDULED AUTOS       S       BODILY INURY       \$         ALL OWNED AUTOS       SCHEDULED AUTOS       BODILY INURY       \$       S       BODILY INURY       \$         NON-OWNED AUTOS       HIRED AUTOS       BODILY INURY       \$       BODILY INURY       \$         NON-OWNED AUTOS       ANY AUTO       AUTO ONLY - EA ACCIDENT       \$       BODILY INURY       \$         ANY AUTO       ANY AUTO       AUTO ONLY - EA ACCIDENT       \$       BODILY INURY       \$       BODILY INURY       \$         ANY AUTO       ANY AUTO       AUTO ONLY - EA ACCIDENT       \$       BODILY INURY       \$       BODILY INURY       \$         ANY AUTO       ANY AUTO       OTHER THAN       EACC S       \$       BODILY INTO ONLY - EA ACCIDENT       \$         OCCUR       CLAIMS MADE       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$       2,000,         WORKERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WCSTATU_       OTHE         EL DISEASE - EA EMPLOYEE       S	AUTOMOBILE LLABILITY       PHPK155256       01/27/2007       01/27/2008       COMBINED SINGLE LIMIT       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00       \$             1,000,00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td></t<>						
SCHEDULED AUTOS       S         HIRED AUTOS       BOOILY INJURY         NON-OWNED AUTOS       PROPERTY DAMAGE         GARAGE LIABILITY       AUTO ONLY - EA ACCIDENT \$         ANY AUTO       OTHER THAN         EXCESSIVMBRELLA LIABILITY       PHUBOS78797         OL/27/2008       EACH OCCURRENCE         OCCUR       CLAIMS MADE         DEDUCTIBLE       S         X       RETENTION \$         10,000       830-26332         01/01/2007       01/01/2008         X       WC STATU- TORY LIMITS         PHUBOST8797       01/27/2007         01/01/2008       X         WORKERS COMPENSATION AND       830-26332         WORKERS COMPENSATION AND       830-26332         VICOLODOR       X         WORKERS COMPENSATION AND       830-26332         UP       CRD5010702         01/27/2008       X         WORKERS COMPENSATION AND         EMELOYERS LLABILITY         CRD5010702       01/27/2007         01/01/2008       X         WORKERS COMPENSATION AND         EMELOYERS LABILITY         RETENDEND AND         ELL DISEASE - EA EMPLOYEE         SECIAL PROVISIONS below	SCHEDULED AUTOS       HIRED AUTOS         HIRED AUTOS       BODILY INJURY         NON-OWNED AUTOS       PROPERTY DAMAGE         RECENTY DAMAGE       \$         ANY AUTO       AUTO ONLY - EA ACCIDENT         ANY AUTO       AUTO ONLY - EA ACCIDENT         ANY AUTO       GARAGE LABILITY         ANY AUTO       OI/27/2007         OLZER       CLAIMS MADE         DEDUCTIBLE       \$         X RETENTION \$       10,000         WORKERS COMPENSATION AND       830-26332         WORKERS COMPENSATION AND       830-26332         WORKERS COMPENSATION AND       830-26332         WORKERS COMPENSATION AND       830-26332         MUTO OPRIETOR/PARTNER/EXECUTIVE       S         OFFICER/MEMBER EXCLUDED?       F         If yes, describe under       S         Scheld I: tyemployee       CRD5010702         BLANKET FORM       01/27/2007         O1/27/2008       \$100,000 w/ \$1,000 dted			01/27/2007	01/27/2008		\$ 1,000,00
HIRED AUTOS       NON-OWINED AUTOS       BODILY INJURY       \$         NON-OWINED AUTOS       PROPERTY DAMAGE       \$         PROPERTY DAMAGE       \$       PROPERTY DAMAGE       \$         Image: Construction of the state of the	HIRED AUTOS       NON-OWNED AUTOS       BODILY INJURY       \$         NON-OWNED AUTOS       PROPERTY DAMAGE       \$         PROPERTY DAMAGE       \$         ANY AUTO       OTHER THAN       EA ACC \$         ANY AUTO       OTHER THAN       EA ACC \$         OCCUR       CLAIMS MADE       OTHER THAN       EACC \$         DEDUCTIBLE       CLAIMS MADE       \$       AGGREGATE       \$         MORERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WC STATUL       OTHER         MORERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WC STATUL       OTHER         If yes, describe under       S       S       S       S       S       S         OFFICERVMEMENDER EXCLUDEOR       CRD5010702       01/27/2007       01/01/2008       X       WC STATUL       OTHER         If yes, describe under       S       S       S       S       S       S       S         OFFICERVMEMENDER EXCLUDEOR       EL EXCHACCIDENT       S       S       S       S       S       S       S       S       S       S       S       S       S       S       S       S       S						\$
Image: Constraint of the constraint	GARAGE LIABILITY       Image: Constraint of the second secon	HIRED AUTOS					\$
ANY AUTO       OTHER THAN:       EA ACC       \$         OTHER THAN:       Auto ONLY:       AGG       \$         OCCUR       CLAIMS MADE       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$       2,000,         OCCUR       CLAIMS MADE       S       S       S       S       S       S         DEDUCTIBLE       RETENTION \$       10,000       S       S       S       S         WORKERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WC STATU-       OTHER         EMPLOYERS' LIABILITY       ANY PROPRIETOR/PARTNER/EXECUTIVE       S30-26332       01/01/2007       01/01/2008       X       WC STATU-       IOTHER         EMPLOYERS' LIABILITY       ANY PROPRIETOR/PARTNER/EXECUTIVE       S30-26332       01/01/2007       01/01/2008       X       WC STATU-       IOTHER         EMPLOYERS' LIABILITY       ANY PROPRIETOR/PARTNER/EXECUTIVE       S400,       IEL. DISEASE - EA EMPLOYEE       S400,         OFFICER/MEMBER EXCLUDED?       If yes, describe under       S       S400,       IEL. DISEASE - POLICY LIMIT       S500,         OTHER       ICAN/ETT FORM       ICAN/ETT FORM       ICAN/ETT FORM       S100,000 w/ \$1,000 decd	ANY AUTO       OTHER THAN AUTO ONLY:       EA ACC       \$         OTHER THAN AUTO ONLY:       EA ACC       \$         ANY AUTO       OTHER THAN AUTO ONLY:       EA ACC       \$         EXCESS/UMBRELLA LIABILITY       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$       2,000,0         OCCUR       CLAIMS MADE       S       S       S       S       S       S         DEDUCTIBLE       S       S       S       S       S       S       S       S         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTHER EL       S         Yes, describe under SPECIAL PROVISIONS below       S30-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       S       500,0         OTHER PROVISIONS below       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         OTHER Fidel ity-employee       BLANKET FORM       OT/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded						\$
Alt Actor       Other THAN Auto ONLY:       AGG \$         EXCESS/UMBRELLA LIABILITY       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$       2,000,         OCCUR       CLAIMS MADE       CLAIMS MADE       AGG \$       AGGREGATE       \$       2,000,         DEDUCTIBLE       S       S       S       S       S       S       S         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         MORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       ER         MORKERS COMPRESS LIABILITY       OTH- FICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       ER         MORKERS COMPRISED UNDER       BI ADJORD       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       500, EL. DISEASE - EA EMPLOYEE       \$         MORKER SCUUDED?       GRESS LIABILITY       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         Fidelity-employee       EL ADJECT FORM       EL DISEASE - POLICY LIMIT       S       SOG, EL DISEASE - POLICY LIMIT       S   <	ANTAOLO       OTHER THAN AUTOONLY:       AGG       \$         EXCESS/UMBRELLA LIABILITY       PHUB0578797       01/27/2007       01/27/2008       EACH OCCURRENCE       \$       2,000,0         OCCUR       CLAIMS MADE       S       S       S       S       S       S         DEDUCTIBLE       S       S       S       S       S       S       S         WORKERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         MV PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- EL. LISEASE - EA EMPLOYEE \$         OTHER Fidelity-employee       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         OTHER Fidelity-employee       BLANKET FORM       CRD5010702       01/27/2008       \$100,000 w/ \$1,000 ded	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
OCCUR       CLAIMS MADE         DEDUCTIBLE       3         DEDUCTIBLE       \$         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       830-26332         EMPLOYERS' LIABULITY         ANY PROPRIETOR/PARTNER/EXECUTIVE         OFFICER/MEMBER EXCLUDED?         If yes, describe under         SPECIAL PROVISIONS below         OTHER,         CRD5010702       01/27/2007         01/27/2008       \$100,000 w/ \$1,000 decided	OCCUR       CLAIMS MADE         DEDUCTIBLE       \$         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       \$30-26332         EMPLOYERS' LIABILITY       \$30-26332         ANY PROPRIETOR/PARTNER/EXECUTIVE       \$10,000         OFFICER/MEMBER EXCLUDED?       \$500,00         If yes, describe under       \$500,00         SPECIAL PROVISIONS below       CRD5010702         OT/PER       CRD5010702         Fidel ity-employee       CRD5010702         dishonesty       CRD5010702						
DEDUCTIBLE       \$         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       830-26332         EMPLOYERS' LIABILITY         ANY PROPRIETOR/PARTNER/EXECUTIVE         OFFICER/MEMBER EXCLUDED?         If yes, describe under         SPECIAL PROVISIONS below         OTHER,         CRD5010702       01/27/2007         01/27/2008       \$100,000 w/ \$1,000 dect	DEDUCTIBLE       \$         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       \$30-26332         EMPLOYERS' LIABILITY       \$30-26332         ANY PROPRIETOR/PARTNER/EXECUTIVE       \$10,000         OFFICER/MEMBER EXCLUDED?       \$500,00         If yes, describe under       \$500,00         SPECIAL PROVISIONS below       CRD5010702         O1/27/2007       01/27/2008         \$100,000 w/ \$1,000 ded         Gridelity-employee         dishonesty	EXCESS/UMBRELLA LIABILITY	PHUB0578797	01/27/2007	01/27/2008	EACH OCCURRENCE	\$ 2,000,0
DEDUCTIBLE       \$         X       RETENTION \$ 10,000         WORKERS COMPENSATION AND       \$30-26332         EMPLOYERS' LIABILITY       OTH-         ANY PROPRIETOR/PARTINER/EXECUTIVE       01/01/2007         OFFICER/MEMBER EXCLUDED?       If yes, describe under         If yes, describe under       \$         SPECIAL PROVISIONS below       CRD5010702       01/27/2007       01/27/2008         OTHER, Fidelity-employee       CRD5010702       01/27/2007       01/27/2008	Image: Deductible       S         Image: Deducti					AGGREGATE	s 2,000,0
DEDUCTIBLE       X       DEDUCTIBLE       \$         X       RETENTION \$ 10,000       \$       \$         WORKERS COMPENSATION AND       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         MNCPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       S00, EL. DISEASE - EA EMPLOYEE \$         If yes, describe under SPECIAL PROVISIONS below       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         OTHER Fidelity-employee       PLANKET FORM       CRD5010702       01/27/2008       \$100,000 w/ \$1,000 ded	X       RETENTION       \$       10,000         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       \$30-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- FR         EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- FR         If yes, describe under SPECIAL PROVISIONS below       01/01/2007       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         OTHER dishonesty       CRD5010702 BLANKET FORM       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded				с. С.		\$
X       RETENTION       \$       \$         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       Image: Status       Status         OFFICER/MEMBER EXCLUDED?       Image: Status       Status       Status       Status       Status       Status       Status       Status         OFFICER/MEMBER EXCLUDED?       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         Fidelity-employee       PLANKET FORM       CRD5010702       01/27/2008       \$100,000 w/ \$1,000 ded	X       RETENTION       \$       10,000       \$         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIET CORPART NER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         E.L. DOPRIET CORPART NER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       01/01/2007       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       0TH- ER         If yes, describe under SPECIAL PROVISIONS below       01/01/2007       01/27/2007       01/27/2008       E.L. DISEASE - POLICY LIMIT       \$       500,00         OTHER Fidelity-employee dishonesty       CRD5010702 BLANKET FORM       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         If yes, describe under SPECIAL PROVISIONS below       01/01/2007       01/01/2008       X       TORY LIMITS       500,         OTHER Fidelity-employee       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 dect	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       830-26332       01/01/2007       01/01/2008       X       WC STATU- TORY LIMITS       OTH- ER         ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?       640,0       E.L. EACH ACCIDENT       \$ 500,0         If yes, describe under SPECIAL PROVISIONS below       01/27/2007       01/27/2008       E.L. DISEASE - EA EMPLOYEE       \$ 500,0         OTHER Fidelity-employee       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 dted         dishonesty       BLANKET FORM       X       X       WC STATU- TORY LIMITS       X       Y	10.000		· ·		- <u></u>	s
EMPLOYERS' LIABILITY       EL. EACH ACCIDENT       \$ 500,         ANY PROPRIETOR/PARTNER/EXECUTIVE       EL. DISEASE - EA EMPLOYEE       \$ 600,         OFFICER/MEMBER EXCLUDED?       If yes, describe under       \$ 200,         SPECIAL PROVISIONS below       EL. DISEASE - POLICY LIMIT       \$ 500,         OTHER       CRD5010702       01/27/2007       01/27/2008         Fidelity-employee       PLANKET FORM       > 100,000 w/ \$1,000 decl	EMPLOYERS' LIABILITY       EL. EACH ACCIDENT       \$ 500,0         ANY PROPRIETOR/PARTNER/EXECUTIVE       EL. EACH ACCIDENT       \$ 500,0         OFFICER/MEMBER EXCLUDED?       If yes, describe under       EL. DISEASE - EA EMPLOYEE       \$ 500,0         OTHER       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded         Fidelity-employee       BLANKET FORM       Z		la contraction and the second s	01/01/2007	01/01/2008	X WC STATU- OTH	
ANY PROPRIETOR/PARTNER/EXECUTIVE         OFFICER/MEMBER EXCLUDED?         If yes, describe under         SPECIAL PROVISIONS below         OTHER         CRD5010702       01/27/2007         01/27/2008       \$100,000 w/ \$1,000 decl	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Gradity-employee dishonesty CRD5010702 01/27/2007 01/27/2008 \$100,000 w/ \$1,000 ded EL. DISEASE - POLICY LIMIT \$ 500,00 01/27/2008 \$100,000 w/ \$1,000 ded Z	EMPLOYERS' LIABILITY	550 20552		,,,		\$ 500.0
If yes, describe under SPECIAL PROVISIONS below       E.L. DISEASE - POLICY LIMIT       \$ 500,         OTHER Fidelity-employee       CRD5010702       01/27/2007       01/27/2008       \$100,000 w/ \$1,000 ded	If yes, describe under SPECIAL PROVISIONS below     E.L. DISEASE - POLICY LIMIT     \$ 590,0       OTHER Fidelity-employee dishonesty     CRD5010702 BLANKET FORM     01/27/2007     01/27/2008     \$100,000 w/ \$1,000 ded	ANY PROPRIETOR/PARTNER/EXECUTIVE			1 +		
OTHER         CRD5010702         01/27/2007         01/27/2008         \$100,000 w/ \$1,000 ded           Fidelity-employee         PLANKET 500W	OTHER Fidelity-employee         CRD5010702         01/27/2007         01/27/2008         \$100,000 w/ \$1,000 ded           dishonesty         BLANKET FORM         Image: CRD5010702	If yes, describe under					
Fidelity-employee	Fidelity-employee BLANKET FORM	OTHER	CPDED10703	01/27/2007	01/27/2008		
dishonesty BLANKET FORM		Fidelity-employee			01/2//2008	\$100,000 W	AN
en (10) Day notice of cancellation in the event of non-payment."		Im Beach County Board of Co	untv Commissioners. a	Political Su	bdivision of	the State of Flo	
en (10) Day notice of cancellation in the event of non-payment."	Im Reach County Roard of County Commissioners, a Political Subdivision of the State of Florida, 🕱 🤅	s Officers. Employees and A	gents c/o Department o	f Communitv	Services are	listed as addit	ional 👳 🕻
1m Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🕱	lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🕱 🖞						
lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🛣 s Officers, Employees and Agents c/o Department of Community Services are listed as additional 🔅	lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🛣 🛛 s Officers, Employees and Agents c/o Department of Community Services are listed as additional 🔅	sured with respects to dene	rat Erability mich req				f ro
lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🛣 s Officers, Employees and Agents c/o Department of Community Services are listed as additional ల్లు sured with respects to General Liability when required by written contract. డు	اm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, عند المعالية so officers, Employees and Agents c/o Department of Community Services are listed as additional on sured with respects to General Liability when required by written contract.			CANCELLA	TION		
lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🛣 s Officers, Employees and Agents c/o Department of Community Services are listed as additional တ္ sured with respects to General Liability when required by written contract. ယ္	lm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, 🛣 g s Officers, Employees and Agents c/o Department of Community Services are listed as additional တ္ sured with respects to General Liability when required by written contract. မောင်ကြီးကြီးမှာ ကြီးနိုင်ငံကျောင်ငံကျောင်င်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်င်င်င်ငံကျောင်င်င်င်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်ငံကျောင်င်င်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်ငံကျောင်င်င်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်င်င်င်င်ငံကျောင်င်င်င်ငံကျောင်ငံကျောင်င်င်င်င်င်င်င်င်င်ငံကျောင်င်ငံကျောင်င်င်ငံကျောင်င်င်င်င်င်င်င်င်င်င်င်င်င်င်င်င်င်င်					CRIBED POLICIES BE CANCELL	ED BEFORE THE
alm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, ts Officers, Employees and Agents c/o Department of Community Services are listed as additional sured with respects to General Liability when required by written contract.	Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, تع الم s Officers, Employees and Agents c/o Department of Community Services are listed as additional on sured with respects to General Liability when required by written contract.			4			
ts Officers, Employees and Agents c/o Department of Community Services are listed as additional on the services are listed as additional and the services are listed as additional on the services are listed as additional on the services are listed as additional	Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, s Officers, Employees and Agents c/o Department of Community Services are listed as additional sured with respects to General Liability when required by written contract.			1			
alm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, ts Officers, Employees and Agents c/o Department of Community Services are listed as additional nsured with respects to General Liability when required by written contract.	Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, s Officers, Employees and Agents c/o Department of Community Services are listed as additional sured with respects to General Liability when required by written contract.			1 <u></u>			· · · · · · · · · · · · · · · · · · ·
Alm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, is officers, Employees and Agents c/o Department of Community Services are listed as additional is used with respects to General Liability when required by written contract.         ERTIFICATE HOLDER       CANCELLATION         Palm Beach County       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,	Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida,         Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida,         Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida,         Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida,         Im Beach County         Palm Beach County		Department	BUT FAILUR	E TO MAIL SUCH NOTI	CE SHALL IMPOSE NO OBLIGA	TION OR LIABILITY
Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, so officers, Employees and Agents c/o Department of Community Services are listed as additional sured with respects to General Liability when required by written contract.         ERTIFICATE HOLDER       CANCELLATION         Beach County       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,	Im Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, s Officers, Employees and Agents c/o Department of Community Services are listed as additional sured with respects to General Liability when required by written contract. <u>ERTIFICATE HOLDER</u> <u>CANCELLATION</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE</u> <u>SHOULD ANY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,</u> BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	c/o Community Services	Department			, ITS AGENTS OR REPRESENT	TIVES.

Leon A. Weekes/DANAH

ACORD 25 (2001/08)

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