

PALM BEACH COUNTY

AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department _____

Submitted By: Community Services

Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Adoption by Shepherd Care in the amount of \$138,000, for the period July 1, 2008, through September 30, 2009; providing for expenditure of "Choose Life" license plate funds.

SUMMARY: Adoption by Shepherd Care meets the intent of Section 320.08058(30), Florida Statutes, which requires counties to distribute annual use fees from the sale of “Choose Life” license plates. Services provided are limited by the statute and involve meeting the physical needs of pregnant women who are committed to placing their children up for adoption. The Contract funding recommended in this item reflects part of the total funds received from the “Choose Life” license plate funds for the 2006 - 2007 fiscal year. Countywide (TKF)

Background & Justification: The funds represent fees collected in Palm Beach County from the sale of the “Choose Life” plates, which must be distributed by the County in accordance with the provisions set forth in Florida Statutes. Eligible agencies are non-governmental and not-for-profit. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or pro-abortion advertising, and funds may not be distributed to any agency that charges women for services received. In accordance with the Statute, the Contract requires audits to be submitted to the County on an annual basis by the agencies that receive funds, or the County may conduct a consolidated audit in lieu of the annual audit.

Attachment:

A) Contract with Adoption by Shepherd Care

Recommended by: *[Signature]* *1-9-2008*
Department Director Date

Approved by:  7-18-08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	—	—	—	—	—
Operating Costs	<u>138,000</u>	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	<u>138,000</u>	—	—	—	—
# ADDITIONAL FTE	—	—	—	—	—
POSITIONS (Cumulative)	<u>0</u>	—	—	—	—

Is Item Included in Current Budget? Yes ☒ No
 Budget Account No.: Fund 1268 Dept 740 760 Unit Var 1668 Object Var 8201
 Program Code N/A

- B. Recommended Sources of Funds/Summary of Fiscal Impact:
 County Funds - State of Florida, Dept of Motor Vehicle
 C. Departmental Fiscal Review: ELU

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

ahwillhite 7-15-08
 OFMB 7/11/08

Dr. J. J. J. J. J. 7/16/08
 Contract Dev. and Control
 7/15/08

B. Legal Sufficiency:

[Signature] 7/17/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2008, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and **Adoption By Shepherd Care** 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 **59-2022925**.

Whereas the AGENCY has proposed providing certain services; and 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 specifically set forth in the Scope of Work detailed in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit "B". 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 July 1, 2008 and complete services on September 30, 2009.

ARTICLE 3 - **PAYMENTS**

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY's expenses for services rendered, an amount not to exceed **One-Hundred Thirty-Eight Thousand Dollars (\$138,000)** for services provided during the term of the contract. The AGENCY will bill the COUNTY for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B". The AGENCY will be paid for services rendered to client according to payment to clients and/or on behalf of client, not when services were provided.

- A. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A".
- B. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 30th, 2009. Any amounts not submitted by September 30th, 2009, shall remain with the COUNTY and the COUNTY shall have no further obligation to the AGENCY with respect to such amounts.
- C. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- D. 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.
- E. The AGENCY is permitted to move funds between categories as necessary as long as 70% of the total contracted amount is for the material needs of the client as defined by Florida Statute, 320.08058(29). Budget changes can be approved by the Director of Community Services.

ARTICLE 5 - INSURANCE

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

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$300,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$300,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read APalm 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.
- E. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, 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.
- F. **Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The mailing address for the certificate of insurance is:

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - WARRANTIES

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 further warrants that all services shall be performed by skilled and competent personnel. All direct service staff will meet the Department of Children and Families - Alcohol, Drug Abuse and Mental Health (DCF-ADM) professional qualification requirements for licensure. Any changes or substitutions in the AGENCY'S key personnel must be made known to the COUNTY'S representative, prior to the execution of the contract, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

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 8 - 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 9 - 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. Reimburse funds to COUNTY that are deemed misused or misspent.

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

ARTICLE 10 - ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least seven (7) years after completion of this contract, or until any resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

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

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

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

- D. The AGENCY shall have all audits completed by an independent certified public accountant that shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

ARTICLE 11 - 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 number (1).
- D. In the statement specified in number (1), 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 12 - 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 13 - 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 14 - SUBCONTRACTING

The COUNTY does not allow for subcontracting under this contract.

ARTICLE 15 - 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 16 - 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 17 - 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:

Joseph D. Sica, Executive Director
Adoption By Shepherd Care
3405 Forest Hill Blvd., #104
West Palm Beach, Florida 33406

ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

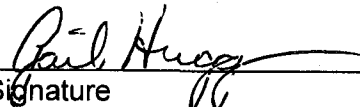
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Addie L. Greene, Chairperson

WITNESS:



Signature

Gail Huggins

Name Typed

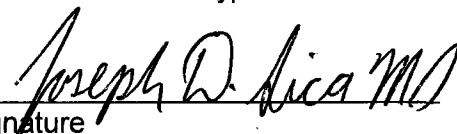
59-2022925

AGENCY's Federal ID Number

AGENCY:

Adoption By Shepherd Care

AGENCY's Name Typed

BY: 

Signature

Joseph D. Sica, MS

AGENCY's Signatory Name Typed

Executive Director

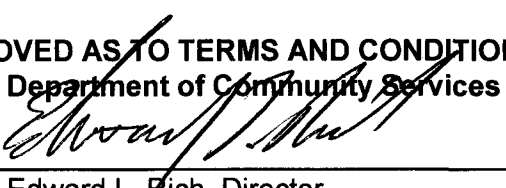
AGENCY's Signatory Title Typed

**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
FINANCIAL ASSISTANCE CONTRACT

These funds represent the fees collected in your county from the sale of the Choose Life plate and are to be used by the County in accordance with the provisions set forth in Florida Statute, 320.08058(30). The Agency receiving funds must be non-governmental, not-for-profit agencies within Palm Beach County and the, Agency's services are limited to meeting the needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or pro-abortion advertising, and funds may not be distributed to any agency that charges women for services received. The statute, and this Contract, requires an Agency audit to be submitted to the County on an annual basis.

The Agency must comply with the following:

1. The Agency must not discriminate against for any reason, including but not limited to race, family status, color, religion, national origin, handicap or age.
2. The Agency is a qualified agency as defined in Florida Statute subsections 320.08062 and 320.08058(30) and is a non-governmental, not-for-profit agency within Palm Beach County and its services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. (This contract does not provide reimbursement for counseling services.) The Agency is not involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or pro-abortion advertising. The Agency does not charge pregnant women for services received.
3. The Agency acknowledges that at least 70 percent of the funds provided pursuant to this contract will be used to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation and that such funds may also be expended on infants awaiting placement with adoptive parents. The remaining funds may be used for adoption, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.
4. The Agency must submit an annual audit, prepared by a certified public accountant, to the County on the expenditure of the funds.

EXHIBIT "B"

**REIMBURSABLE EXPENSES ONLY
SCHEDULE FOR PAYMENT AND BUDGET DATA
FINANCIAL ASSISTANCE CONTRACT**

Service/Program: Choose Life License Plates/Adoption by Shepherd Care

BILLING RATE

MAXIMUM AMOUNT AUTHORIZED **\$138,000**

BUDGET DATA

Payment will be made only for the below stated cost categories. At least 70% of the funds must be expended in categories 1-7. A Maximum of 30% of the funds may be expended for training, advertising, counseling and adoption. In the event more than 30% of the funds are expended for training, advertising, counseling and adoption during the contract term, Agency will reimburse the County and over-expenditure.


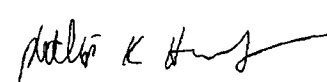
<u>COST CATEGORY</u>		<u>TOTAL</u>
1.	Clothing	\$ 3,000
2.	Housing	\$ 64,000
3.	Medical Care	\$ 7,000
4.	Food	\$ 7,000
5.	Utilities	\$ 9,000
6.	Other Needs	\$ 4,000
7.	Transportation	\$ 2,600
8.	Training	\$ 2,400
9.	Advertising	\$ 34,000
10.	Adoption	\$ -0-
11.	Counseling	\$ 5,000

MAXIMUM AMOUNT REIMBURSABLE EXPENSES **\$138,000.**

All reimbursable expenses shall be reimbursed only at cost.

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

No reimbursements will be made under this contract for any primary medical care (treatment of physical injury or conditions).

		CERTIFICATE OF LIABILITY INSURANCE			Date (mm/dd/yy) 6/23/2008																					
Producer Donna Hawley Hawley & Associates 11911 NE 1st St., #B102 Bellevue WA 98005 425-462-4758 www.HawleyandAssociates.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div style="text-align: center; font-weight: bold;">INSURERS AFFORDING COVERAGE</div> <table style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%;">INSURER</td><td>American Alternative Ins. Corp.</td></tr> <tr><td>A</td><td></td></tr> <tr><td>INSURER</td><td></td></tr> <tr><td>B</td><td></td></tr> <tr><td>INSURER</td><td></td></tr> <tr><td>C</td><td></td></tr> <tr><td>INSURER</td><td></td></tr> <tr><td>D</td><td></td></tr> <tr><td>INSURER</td><td></td></tr> <tr><td>E</td><td></td></tr> </table>					INSURER	American Alternative Ins. Corp.	A		INSURER		B		INSURER		C		INSURER		D		INSURER		E	
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																										
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS																										
CERTIFICATE HOLDER			CANCELLATION																							
Palm Beach County Board of County Commissioners 810 Datura St. West Palm Beach FL 33401			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: right;">* 10 Days for Non-Payment of Premium</div> <div style="margin-top: 10px;"> AUTHORIZED REPRESENTATIVE <div style="display: flex; justify-content: space-between; align-items: center;"> Phil Hawley  </div> </div>																							
ACORD 25-S (7/97)			© ACORD CORPORATION 1988																							

HAWLEY & ASSOCIATES
11911 NE 1ST ST #B102
BELLEVUE, WA 98005
425-462-4758

PROGRESSIVE

Policy number: 01830117-5

Underwritten by:
Progressive Express Ins Company
January 23, 2008
Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
ADOPTION BY SHEPHERD CA 5935 TAFT ST HOLLYWOOD, FL 33021	ADOPTION BY SHEPHERD CA 5935 TAFT ST HOLLYWOOD, FL 33021	HAWLEY & ASSOCIATES 11911 NE 1ST ST #B102 BELLEVUE, WA 98005

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Aug 29, 2007

Policy Expiration Date: Aug 29, 2008

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$100,000/\$300,000/\$50,000
Uninsured Motorist	\$100,000/\$300,000 Non-Stacked
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only

Description of Location/Vehicles/Special Items

Scheduled autos only

2002 CHEVROLET VENTURE 1GNDX03E12D323772	Stated Amount	\$10,000
Medical Payments	\$5,000	
Comprehensive	\$500 Ded	
Collision	\$500 Ded	
2002 HYUNDAI XG350 KMHFU45E12A235008	Stated Amount	\$15,000
Medical Payments	\$5,000	
Comprehensive	\$500 Ded	
Collision	\$500 Ded	
2006 TOYOTA COROLLA CE/LE/S 1NXBR32E16Z631068	Stated Amount	\$15,000
Medical Payments	\$5,000	
Comprehensive	\$500 Ded	
Collision	\$500 Ded	
2005 MERCURY MARINER 4M2YU56145DJ12511	Stated Amount	\$17,200
Medical Payments	\$5,000	
Comprehensive	\$500 Ded	
Collision	\$500 Ded	
2005 MERCURY MARINER 4M2CU56155DJ08073	Stated Amount	\$17,800
Medical Payments	\$5,000	
Comprehensive	\$500 Ded	
Collision	\$500 Ded	



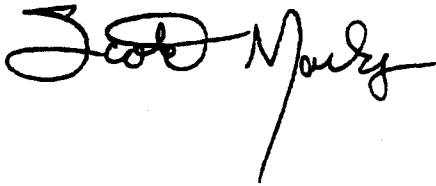
Policy number: 01830117-5

Page 2 of 2

Certificate number

0230818H117

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to read "Scott Moly". The signature is fluid and cursive, with the first name "Scott" written in a stylized, looped manner and the last name "Moly" following in a similar cursive style.

Form 5241 (10/02)

71 (Policy Provisions: WC 00 00 00 A)

33

DO

WEC

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number:

14974

Company Code: 7



Suffix
LARS RENEWAL
00

POLICY NUMBER:

30 WEC DO3371

Previous Policy Number:

21 WEC GF5328

HOUSING CODE: SA

1. **Named Insured and Mailing Address:** ADOPTION BY SHEPARD CARE
(No., Street, Town, State, Zip Code)

FEIN Number: 592022925

5935 TAFT STREET
HOLLYWOOD, FL 33021

State Identification Number(s):

The Named Insured is: NONPROFIT

Business of Named Insured: CHARITABLE FOUNDATIONS

Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. **Policy Period:** From 10/14/07 To 10/14/08
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: ALL RISKS, LTD

10150 YORK ROAD, 5TH FLOOR
HUNT VALLEY, MD 21030

Producer's Code: 720024

Issuing Office: THE HARTFORD

8711 UNIVERSITY EAST DRIVE

CHARLOTTE

NC 28213

(877) 853-2582

Total Estimated Annual Premium: \$7,692

Deposit Premium:

Policy Minimum Premium: \$317 FL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

Form WC 00 00 01 A (1) Printed in U.S.A.

Process Date: 10/30/07

UW COPY

Page 1 (Continued on next page)

Policy Expiration Date: 10/14/08

12476

*2100030DO33710101

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT ND, OH, WA, WV, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 99 00 05 WC 09 04 03 1G2240 2D WC 00 04 14 WC 00 04 19
WC 09 06 06

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
(SEE ATTACHED SCHEDULES)			
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			7,892
FL - INTRA EXPERIENCE MODIFICATION 097421684			.930
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			7,340
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			7,340
EXPENSE CONSTANT (0900)			200
FOREIGN TERRORISM (9740)	505,900	.030	152
TOTAL ESTIMATED ANNUAL PREMIUM			7,692

Total Estimated Annual Premium: \$7,692
Deposit Premium:
Policy Minimum Premium: \$317 FL

Interstate/Intrastate Identification Number: / 097421684

Labor Contractors Policy Number: NAICS: 813319
SIC: 8641



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TWIN CITY FIRE INSURANCE COMPANY

Company Code: 7

Policy Number: 30 WEC DO3371 Schedule Number: 01-09-01

Effective Date: 10/14/07 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ADOPTION BY SHEPARD CARE
5935 TAFT STREET
HOLLYWOOD FL 33021

FEIN: 592022925 UIN: NAICS: 813319 NO. OF EMPL: 000006
SIC: 8641

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis	Rates Per \$100 of Remuneration	Estimated Annual Premium
	Total Estimated Annual Remuneration		
8861 CHARITABLE OR WELFARE ORGANIZATION - PROFESSIONAL EMPLOYEES & CLERICAL	505,900	1.56	7,892

Countersigned by _____
Authorized Representative



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: TWIN CITY FIRE INSURANCE COMPANY

Company Code: 7

Policy Number: 30 WEC DO3371 Schedule Number: 01-09-02

Effective Date: 10/14/07 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ADOPTION BY SHEPARD CARE
251 MAITLAND AVE #209
ORLANDO FL 32701

NAICS: 813319
SIC: 8641

NO. OF EMPL: 000006

FEIN: 592022925 UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis		Estimated Annual Premium
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	
8861 CHARITABLE OR WELFARE ORGANIZATION - PROFESSIONAL EMPLOYEES & CLERICAL	IF ANY	1.56	
TOTAL CLASS PREMIUM			7,892
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			7,892
FL - INTRA EXPERIENCE MODIFICATION 097421684			.930
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			7,340
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			7,340
EXPENSE CONSTANT (0900)			200
FOREIGN TERRORISM (9740)	505,900	.030	152
TOTAL ESTIMATED ANNUAL PREMIUM			7,692

Countersigned by

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.
Process Date: 10/30/07

Policy Expiration Date: 10/14/08