



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>33,000</u>	_____	_____	_____	_____
External Revenue	<u>(26,400)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>6,600</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1002 Dept. 147 Unit 1464 Object 3103  
 Program Code EX17

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

Funding through Head Start grant – 80% from Health & Human Services, and 20% from Palm Beach County.

**C. Departmental Fiscal Review.** Taruna Malhotra  
9/29/10

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature]  
 OFMB  
 10/12/10 VA  
 10/6/10  
 10/11/10

[Signature] 10/15/10  
 Contract Dev. and Control

This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

[Signature] 10/18/10  
 Assistant County Attorney

*The effective date is retroactive.*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Caregiver Services Inc., d/b/a Friends Assisting Seniors & Families, a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 62-1746253 herein referred to as the CONSULTANT

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

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Licensed Practical Nurse (LPN) Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Channell Wilkins or his representative, telephone number (561) 355-4702.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Mary Donovan, RN, Vice President Business Development, telephone number (561) 967-5859.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services prior to this contract being signed by both parties retroactive back to October 1, 2010 and complete all services by September 29, 2011. The County shall have in its sole discretion, subject to negotiate mutually acceptable rates to extend the contract for up to one (1) year, with one (1) year option for renewal.

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

### **RETROACTIVE STATEMENT**

Payments will be made for services rendered by the CONSULTANT prior to this contract being signed by both parties retroactive back to October 1, 2010.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Thirty Three Thousand Dollars (\$33,000) The CONSULTANT shall notify the COUNTY'S representative in writing when on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit

"B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the

terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

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

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

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

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

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

#### **ARTICLE 7 - SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

## ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional

Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "each occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

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



performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

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

#### **ARTICLE 14 - CONFLICT OF INTEREST**

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

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this

Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

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

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 23 - SEVERABILITY**

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

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - NOTICE**

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

Channell Wilkins  
Department Director of Community Services  
3323 Belvedere Road, Bldg. 502  
West Palm Beach, FL 33406

With copy to:

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

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

Mary C. Danovan, RN, VP Sales & Marketing  
Caregiver Services, Inc. d/b/a Friends Assisting Seniors & Friends  
2324 South Congress Avenue, Suite 1-A  
West Palm Beach, Florida 33406

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

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

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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Nothing below this line

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

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

WITNESS:

CONSULTANT:

Paula K Lotz  
Signature

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

Paula K Lotz  
Name (type or print)

Mary C. Donovan  
Signature

Mary C. Donovan  
Typed Name

VP Business Development  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By Chad White  
Department Director

**EXHIBIT "A"**  
**SCOPE OF WORK**

LICENSED PRACTICAL NURSE

**NATURE OF WORK**

This is the function of the Health Care Professional in the provision of services to children, birth to three (0-3), their families and pregnant women enrolled in the Early Head Start Program.

An employee in a position allocated to this class performs a variety of sub-professional nursing tasks requiring knowledge and skills in Practical Nursing for infants, toddlers and pregnant women. Employee serves as part of the Early Head Start team and performs duties in the Early Head Start program. Duties are carried out in accordance with the Performance Standards, and Child Care Licensing Rules and Regulations.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of the principles and practices of practical nursing.

Knowledge of factors that contribute to maintenance of a hygienic, comfortable and safe environment for infants/toddlers.

Knowledge of requirements in the care of infants, toddlers and pregnant women.

Knowledge of nursing regulations and procedures.

Knowledge of practical nursing techniques for normal pregnancy, high risk pregnancy and the care of healthy newborns.

Knowledge of risk factors for child mortality, chronic and acute illness in infants and toddlers.

Knowledge of key elements of culture, spirituality, poverty, heredity, ethics and health beliefs on child health practices.

Ability to maintain accurate nursing records and reports.

Ability to act promptly and give directions in emergencies.

Ability to recognize the emotional, psychological and physical needs of infants, toddlers and pregnant women.

Ability to assist, educate and train caregivers in the implementation of individualized health plans for children with health concerns.

## **MINIMUM ENTRANCE REQUIREMENTS**

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

### **EXAMPLES OF WORK**

1. Assists parents in maintaining up-to-date well baby exams according to EPSDT schedules and immunizations and initiates appropriate referrals to health care professionals.
2. Reviews well-baby exams to evaluate hemoglobin/hematacrit and lead levels and initiates referrals as needed.
3. Takes and charts temperatures, pulse, respiration and blood pressure.
4. Conducts height, weight and head circumference measurements and plots information on standardized growth charts.
5. Observes, reports and records both normal and abnormal signs and symptoms of infants, toddlers and pregnant women enrolled in the various Early Head Start program options.
6. Supervises and reviews nutritional food value, dietary restrictions and hygienic food handling of all meals and snacks at the centers, family child care homes and provides appropriate education for parents and pregnant women in their homes.
7. Monitors environments for safety and hygienic procedures in classrooms and residences and reports to immediate supervisor.
8. Provides education, training and technical assistance to staff and parents in the implementation of health, safety, illness, accident prevention as well as prescribed health related procedures, use of equipment and medication administration.
9. Develops, writes and trains staff on the implementation of Individualized Health Plans for children diagnosed with a health concern that requires specific attention while in the care of program staff.
10. Initiates referrals for children requiring further assessment for health related concerns.
11. Monitors health records for all children and pregnant women enrolled in Early Head Start program options.
12. Link families with an ongoing system of health care, assist parents in the selection of health providers, provide counseling about child or family health programs and promote parent involvement in all aspects of health program.
13. Distribute health and nut ration education materials to children, families and pregnant women provided by other agencies and Head Start staff.
14. Consult with the Health Services Advisory Committee and local health professionals and service



providers to ensure that services for families are available and accessible.

15. Monitor Health and Safe Environments at sites that operate combined Head Start and Early Head Start programs, as well as Head Start sites where Health and Safe Environments are not currently monitored by Head Start staff.
16. Complete and submit reports as required under the Head Start Quality Assurance and Service Reliability System (QA&SR), attend Administrative meetings, attend training as required to meet existing and new Performance Standards, write progress notes and prepare materials to conduct training related to children's health issues and safe environment concerns.
17. Conduct vision, hearing and speech screens for Head Start and Early Head Start children.

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Nothing below this line

## WORK GUIDELINES

### I. RESPONSIBILITIES AND DESCRIPTIONS OF WORK GUIDELINES TO BE ADHERED TO BY THE LICENSED PRACTICAL NURSE (LPN)

#### LICENSED PRACTICAL NURSE WORK GUIDELINES

##### A. The LPN work guidelines are as follows:

1. The LPN will report to the Administrative Office to begin and end the day. The sign-in/sign-out sheets must document the start time, end time, and any time visits are conducted away from the Administrative Office. The LPN will sign-in/sign-out while at the Centers. The work week for the LPN will be no more than 30 hours, and the work hours will be between 7:00 a.m. – 6:00 p.m., Monday-Friday unless prior approved by the Early Head Start Supervisor. The LPN will call the Early Head Start Supervisor at 233-1649, if unable to come to work on a scheduled day.
2. The LPN will complete and submit a weekly schedule form based on the monthly goals developed by the Early Head Start Supervisor. The weekly schedule is due to the Early Head Start Supervisor every Thursday by 5:00 p.m. The LPN will meet with the Early Head Start Supervisor at the end of each month to review the goals to be accomplished for the next month.
3. The LPN will obtain signatures from Staff and Parents for all services at the Center, in the home, and in the Administrative Office on the Center visitation forms. All appropriate documentation must be attached to the Center visitation forms. The Early Head Start Supervisor will sign all Center visitation forms for services provided at the Administrative Office. In the absence of the Early Head Start Supervisor, the Health Services Coordinator in charge will sign it. The LPN will meet with the Early Head Start Supervisor on either a Friday or Monday to sign all paperwork.
4. The LPN will use mapquest to complete the Palm Beach County mileage voucher forms. The mapquest print out must be attached to the voucher and submit with the Center visitation form and all appropriate documentation to the Early Head Start Supervisor for signature.
5. The LPN will attend monthly Center parent meetings and provide training as requested. If training is conducted, an agenda, sign-in sheet, and handouts must be provided to the participants. The training documentation will be submitted to the Early Head Start Supervisor at scheduled meetings.

6. The LPN will conduct annual medication training for the staff and at the Socialization. The medication training will include: the agenda, sign-in/sign-out sheets, the medication skills based training forms, the County PPM, and the any handouts distributed to the staff. If any staff is not in attendance during the training, the LPN will train them individually at another scheduled time.
7. The LPN will conduct the monthly Health & Safety monitor by the end of every month. The Health & Safety monitor and Center visitation form must be signed by the Center Manager or their second-in-charge. The Health & Safety monitor will be submitted with the Center visitation form and the QA & SR if necessary at the scheduled meeting with the Early Head Start Supervisor.
8. The LPN will complete the complied Health Services statistical report for assigned Centers and submit it to the Early Head Start Supervisor by the 4<sup>th</sup> Wednesday for the month. The Early Head Start Supervisor or Health Services Coordinator in charge will train the LPN on the report. The Family Services Specialists for the assigned Centers will submit the report to the LPN by the 5<sup>th</sup> of every month.
9. The LPN will attend the Quarterly Health Services Advisory Committee meetings and compile a report on Head Start based on activities and accomplishments for the previous months. The report will be copied and distributed to the members at the meetings by the LPN.
10. The LPN will monitor the ChildPlus.net as described in PPM #HDR-004. In addition, the LPN will use the ChildPlus reports to conduct ongoing monitoring. The LPN will use the Health /Nutrition Services Monitor Tracking Sheets when conducting Health folder reviews.
11. The LPN will maintain children health folders who have completed Individual Health Plans (IHP). The folders will contain pertinent health information such as IHP, progress notes, and other information as necessary.
12. The LPN will be expected to be certified to conduct in vision, hearing, and speech screens on the children. The Health Services Coordinator in charge will train and certify the LPN. The LPN will complete the vision, hearing, and speech forms as trained and will give them to the Family Services Specialist to notify the parents and file in the health folders. The LPN will complete the Health Screening Tracking forms for all children who were screened and submit it to the Early Head Start Supervisor at the scheduled meetings.

13. The LPN will complete all Individual Health Plan (IHP) as described in PPM #HDO-076. Once the LPN receives the pre-referral, it must be addressed immediately. All documents will be distributed to the Family Services staff by the LPN after review by the Early Head Start Supervisor. In addition, the LPN will complete the Pre-referral Tracking sheets for all children who have IHPs at the Centers. The Pre-referral Tracking sheets will be given to the Early Head Start Supervisor in October, January, April, and July.
14. The LPN will review and learn the Head Start Performance Standards, and other local, state, County, and Division policies and procedures and adhere to them.

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

A. The CONSULTANT will bill EARLY HEAD START for services provided to children, Families and pregnant women as follows:

- |   |             |
|---|-------------|
| 1. Regular on-site visits for seven Early Head Start(7) centers   | \$ 24.95/hr |
| 2. Regular on-site visits for four (4) Family Child Care Homes  | \$ 24.95/hr |
| 3. Regular home visits for a minimum of 10 pregnant women and 20 slots from the Home Based program option   | \$ 24.95/hr |
| 4. Parent Orientation and Parent Committee Meetings   | \$ 24.95/hr |
| 5. Medical Administration Training  | \$ 24.95/hr |
| 6. Health Education training for parents and staff  | \$ 24.95/hr |
| 7. Personal Hygiene and Health and Safety Training for parents and staff  | \$ 24.95/hr |
| 8. Observations and consultations to parents, children and pregnant Women at Socializations   | \$ 24.95/hr |
| 9. Mileage reimbursement to all locations from Early Head Start Administrative Offices at .50 cents per mile.   |             |
| 10. Preparation and participation at Parent Orientation, Health Advisory, Federal, State and/or Local review meetings, interviews, audits, and Socializations.  | \$ 24.95/hr |
| 11. Medication Administration preparation and training, notices to parents, consultations with children's therapists, pediatricians and other health professionals, and recording data for health services to children and pregnant women in the ChildPlus Health Tracking system.. | \$ 24.95/hr |
| 12. Health Education training for parents, pregnant women and staff, including time to research and prepare appropriate information.  | \$ 24.95/hr |
| 13. Weekly, Monthly, and Quarterly Monitoring of Early Head Start facilities for Healthy and Safe Environments at sites.  | \$ 24.95/hr |
| 14. Complete and submit reports as required under the Head Start  | \$ 24.95/hr |

Quality Assurance and Service Reliability System (QA&SR), attend Administrative meetings, attend training as required to meet existing and new Performance Standards, write progress notes and prepare materials to conduct training related to children's health issues and safe environment concerns.

15. Health & Safety Checklists, Monitoring Reports, QA & SR Reports, training \$ 24.95/hr materials, Sign -In sheets for participants and training conducted for staff and parents
16. Conduct vision, hearing, speech and growth assessments on the children.

Between October 1, 2010 and September 29, 2011, the total amount of services provided shall not exceed \$33,000.

Caregiver Services Inc. d/b/a Friends Assisting Seniors & Families

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Nothing below this line



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/07/10  
Certificate ID: 191987

**PRODUCER**  
Aon Risk Services, Inc. of FL  
1001 Brickell Bay Drive, Suite #1100  
Miami, FL 33131-4937  
Phone: 800-743-8130 Fax: 800-522-7514

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

**INSURED**  
ADP TotalSource MI XXX, Inc.  
10200 Sunset Drive  
Miami, FL 33173  
**ALTERNATE EMPLOYER**  
Caregiver Services, Inc.  
10451 NW 117th Ave Suite # 110  
Miami, FL 33178

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Illinois National Insurance Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

23817

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE  <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under SPECIAL PROVISIONS below	WC 058339950 FL	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT	\$ \$2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ \$2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ \$2,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

**CERTIFICATE HOLDER**

CSI - PRIVATE DUTY SERVICES, INC.  
CAREGIVER SERVICES, INC.  
2324 S. CONGRESS AVENUE, SUITE 2-A  
ATTN: STEVE MARBLE  
WEST PALM BEACH, FL 33406

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

*Aon Risk Services, Inc. of FL*

ACORD 25 (2009/01)

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2009

PRODUCER (312)980-7867 FAX: (312)980-7888  
Equity Risk Partners, Inc.  
License No. 943381986  
200 West Madison Street, Suite 3450  
Chicago IL 60606

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ProAssurance Specialty In  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES

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

INSR ADD'L CTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL8905209	11/14/2009	11/14/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	HGL8905209	11/14/2009	11/14/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Each Occurrence \$1,000,000 Aggregate Limit \$3,000,000
A		<b>OTHER Professional Liab. - Claims Made</b> Retro Date: 6/1/02	HPS8905209	11/14/2009	11/14/2010	Each Occurrence \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate Holder is added as additional insured in respect to General Liability.

CERTIFICATE HOLDER

Board of County Commissioners  
Palm Beach County  
301 N Olive Avenue, 12th Floor  
West Palm Beach, FL 33401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Anthony Marcon/MURRA



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