

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: February 4, 2014      Consent     Regular  
    Ordinance    Public Hearing

Department  
Submitted By:     Community Services  
Submitted For:    Head Start/Early Head Start & Children's Service  
=====

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Contracts for Consulting/Professional Services with the below-listed agencies, in an amount totaling \$56,080 for services to Head Start and Early Head Start children:

- A) Palm Beach County Health Department will provide dental services to Head Start and Early Head Start children, for the period November 18, 2013 through September 30, 2014, in an amount not to exceed \$10,000; and
- B) Nutritious Lifestyles, Inc. will provide nutritional services to Head Start and Early Head Start children, for the period October 1, 2013 through September 30, 2014, in an amount not to exceed \$46,080.

**Summary:** The Division of Head Start has received funds from the Department of Health and Human Services to provide various services to Head Start and Early Head Start children. As a result, Head Start is contracting with the above-listed agencies to provide these services. The contracts include a termination provision allowing for cessation of services immediately upon written notice. Services will be funded with \$38,196 in Federal funds and \$17,884 in County funds. Sufficient funding is included in the current budget to meet County obligations. (Head Start) Countywide (TKF)

**Background and Justification:** The Head Start grant requires that medical services for dental and nutritional health be provided for the Head Start/Early Head Start programs. These contracts for medical health services will be provided by healthcare professionals in accordance with Head Start guidelines. Professional medical services are exempt from the purchasing ordinance.

**Attachments:** Two (2) Contracts for Consulting/Professional Services  
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Recommended By: \_\_\_\_\_ 1/10/14  
  Department Director    Date

Approved By: \_\_\_\_\_  
  Assistant County Administrator    Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	56,080				
External Revenue	(38,196)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>17,884</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes  X  No

Budget Account No.:

Fund 1002 Dept 147 Unit 1451/1457 Object 3103 Program Code Var. Program Period GY12

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

Funding sources are \$38,196 from the Department of Health and Human Services and \$17,884 from Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

**C. Departmental Fiscal Review:**

\_\_\_\_\_  
Taruna Malhotra, Director, Financial & Support Svcs

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]*  
\_\_\_\_\_  
OFMB *KN* *1/14* *cc* *1/14/14* *1/15/2014*

*[Signature]*  
\_\_\_\_\_  
Contract Development and Control *1/17/14*

**B. Legal Sufficiency:**

*[Signature]*  
\_\_\_\_\_  
Chief Assistant County Attorney *1/21/14*

**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 Palm Beach County Health Department, a state agency in the State of Florida, hereinafter 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 Dental 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 Mary Woodard, Health/Inclusion Supervisor and telephone no. 561- 233-1664.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Dr. Philippe Bilger, telephone no. 561-837-5560.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on November 18, 2013 and complete all services by September 30, 2014.

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

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

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Ten Thousand Dollars (\$10,000). The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY 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 this 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. The CONSULTANT 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. 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 this 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.

Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the CONSULTANT and necessary adjustments have been approved by the COUNTY. In the event that the CONSULTANT 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.

- D. 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 this 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 or the CONSULTANT 's need to stop providing services with or without cause.

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 herein under 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.

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

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

There will be no subcontracting permitted under this Contract.

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

Not applicable to both the CONSULTANT and the COUNTY as state agencies or subdivisions of the state.

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

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

#### **ARTICLE 10 – INSURANCE**

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, Palm Beach County Health Department acknowledges to be self-insured for General Liability, Professional Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

Palm Beach County Health Department agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, Palm Beach County Health Department shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve Palm Beach County Health Department of its liability and obligations under this Contract.

#### **ARTICLE 11 – INDEMNIFICATION**

Both the CONSULTANT and the COUNTY, as state agencies or subdivisions of the state, as defined in *s.768.28, F.S.*, agrees to be fully responsible to the limits set forth in *s.768.28, F.S.*, for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in *s.768.28, F.S.*, for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by either the CONSULTANT or the COUNTY.

#### **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 this 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **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 and the Palm Beach County Code of Ethics. 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 its 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **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, familial 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:

Mary Woodard, Health/Inclusion Supervisor  
Division of Head Start & Children's Services  
50 South Military Trail, Suite 203  
West Palm Beach, FL 33415

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:



Palm Beach County Health Department  
Dental Administrative Offices  
800 Clematis St. Suite 2-236  
West Palm Beach, FL 33401

**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 - 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.

**ARTICLE 29 - SCRUTINIZED COMPANIES (when Contract value is greater than \$1 million)**

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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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: \_\_\_\_\_  
~~XXXXXX~~ Chair  
Priscilla A. Taylor, Mayor

WITNESS:

CONSULTANT:

Michelle Jones  
Signature

Palm Beach County Health Department  
Company Name

Michelle Jones  
Print Name

Alina Alonso  
Signature

Alina Alonso  
Typed Name

M.D., Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
Department Director

**EXHIBIT "A"**  
**SCOPE OF WORK AND SPECIFICATIONS**  
**FOR PROFESSIONAL SERVICES**

**I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY CONSULTANT:**

- A. The CONSULTANT will provide dental services for Head Start and Early Head Start, on a per visit basis. The per visit rate will be \$180.00;
- B. Head Start, Early Head Start children and pregnant women will be appointed on a space available basis;
- C. The CONSULTANT will provide the Dental Health Record Form;
- D. The CONSULTANT will verify Medicaid status of the children and pregnant women prior to dental services;
- E. The CONSULTANT will bill Medicaid for services to eligible Head Start and Early Head Start children and pregnant women;
- F. The CONSULTANT will provide emergency dental care for targeted Head Start and Early Head Start children and pregnant women;
- G. The CONSULTANT will submit a copy of the patient progress notes and patient Encounter form with the billing form. The progress notes document the date of visit and encounter form details services provided. The billing form (Client Procedure Invoice) is the billing document used by the Palm Beach County Health Department.

**II. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY START/EARLY HEAD START:**

- A. Head Start/Early Head Start will obtain a signed parent/guardian consent form prior to the first scheduled visit and release of information to share Medicaid number with CONSULTANT. The pregnant women will sign a release of information and consent form;
- B. Head Start/Early Head Start will complete dental history form or other form that the CONSULTANT needs to provide services with the authorization of the parents and pregnant women;
- C. Head Start/Early Head Start will schedule appointments with the CONSULTANT's office. Occasionally, Head Start/Early Head Start staff will complete a referral for the parent/guardian or pregnant women to schedule appointments. The referral must be in writing and faxed to the appropriate dental staff. Head Start/Early Head Start will schedule appointments directly with Palm Beach County Health Department Dental staff.
- D. Head Start/Early Head Start will provide transportation services for the Head Start/Early Head Start children and pregnant women;
- E. Head/Start/Early Head Start will notify the CONSULTANT immediately, if cancellation of a scheduled appointment is necessary.

**EXHIBIT "B"**

**UNITS OF SERVICE RATE AND DEFINITION 2014  
HEAD START/EARLY HEAD START AGREEMENT**

**Agency:** **Palm Beach County Health Department**

<b>Service Name and Definition of Unit of Service</b>	<b>Unit Cost</b>	<b>Total Cost of Service</b>
<b>Service: Head Start</b> A unit of service is defined as one (1) dental service visit per child or pregnant woman.	\$180.00	\$5,000
<b>Service: Early Head Start</b> A unit of service is defined as one (1) dental service visit per child or pregnant woman.	\$180.00	\$5,000
<b><u>TOTAL CONTRACT</u></b>		<b>\$10,000</b>

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific responsibilities.



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT**  
**TRUST FUND**

Policy Number: GL-8300

**General Liability**  
**Certificate of Coverage**

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person

\$300,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

A handwritten signature in black ink, appearing to read "Jeff Stewart", is positioned above the title "CHIEF FINANCIAL OFFICER".

CHIEF FINANCIAL OFFICER



STATE RISK MANAGEMENT TRUST FUND  
GENERAL LIABILITY  
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

**General Liability Coverage--Bodily and Property Damage**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
  - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

## V. CONDITIONS

### A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

### B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

### C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**  
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**  
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**  
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

### (4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

### (5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

### (6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

### (7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

### (8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

### (9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

### D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

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

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 Nutritious Lifestyles, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the LICENSED REGISTERED DIETICIAN, whose Federal I.D. is 59-2825422.

In consideration of the mutual promises contained herein, the COUNTY and the LICENSED REGISTERED DIETICIAN agree as follows:

### **ARTICLE 1 - SERVICES**

The LICENSED REGISTERED DIETICIAN's responsibility under this Contract is to provide professional/consultation services in the area of Licensed Registered Dietician, 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 Mary Woodard or her representative, telephone no. (561) 233-1664.

The LICENSED REGISTERED DIETICIAN representative/liaison during the performance of this Contract shall be Michael McKee, CEO/CFO, telephone no. (407)894-1444

### **ARTICLE 2 - SCHEDULE**

The LICENSED REGISTERED DIETICIAN shall commence services on October 1, 2013 and complete all services by September 30, 2014.

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

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

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Forty-Six Thousand, Eighty Dollars (\$46,080). The LICENSED REGISTERED DIETICIAN shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The LICENSED REGISTERED DIETICIAN will bill the COUNTY 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 are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the LICENSED REGISTERED DIETICIAN 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. The LICENSED REGISTERED DIETICIAN 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 amount 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. Invoices received from the LICENSED REGISTERED DIETICIAN 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. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the LICENSED REGISTERED DIETICIAN and necessary adjustments have been approved by the COUNTY. In the event that the LICENSED REGISTERED DIETICIAN 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.

- D. Final Invoice: In order for both parties herein to close their books and records, the LICENSED REGISTERED DIETICIAN will clearly state "final invoice" on the LICENSED REGISTERED DIETICIAN's final/last billing to the COUNTY. This shall constitute LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN.

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

Signature of this Contract by the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the LICENSED REGISTERED DIETICIAN. Unless the LICENSED REGISTERED DIETICIAN is in breach of this Contract, the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN shall provide the COUNTY with a copy of the LICENSED REGISTERED DIETICIAN's contract with any SBE subcontractor or any other related documentation upon request.

The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code 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 LICENSED REGISTERED DIETICIAN. The LICENSED REGISTERED DIETICIAN shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the LICENSED REGISTERED DIETICIAN authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The LICENSED REGISTERED DIETICIAN 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 years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. LICENSED REGISTERED DIETICIAN 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. LICENSED REGISTERED DIETICIAN shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by LICENSED REGISTERED DIETICIAN are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LICENSED REGISTERED DIETICIAN under the contract.
- B. **Commercial General Liability** LICENSED REGISTERED DIETICIAN 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. LICENSED REGISTERED DIETICIAN shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** LICENSED REGISTERED DIETICIAN shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event LICENSED REGISTERED DIETICIAN doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing LICENSED

REGISTERED DIETICIAN 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. LICENSED REGISTERED DIETICIAN shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** LICENSED REGISTERED DIETICIAN shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. LICENSED REGISTERED DIETICIAN shall provide this coverage on a primary basis.

**Professional Liability** LICENSED REGISTERED DIETICIAN shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. 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 LICENSED REGISTERED DIETICIAN's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, LICENSED REGISTERED DIETICIAN shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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, LICENSED REGISTERED DIETICIAN shall purchase a SERP with a minimum reporting period not less than 3 years. LICENSED REGISTERED DIETICIAN shall provide this coverage on a primary basis.

**Additional Insured** LICENSED REGISTERED DIETICIAN 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." LICENSED REGISTERED DIETICIAN shall provide the Additional Insured endorsements coverage on a primary basis.

E. **Waiver of Subrogation** LICENSED REGISTERED DIETICIAN 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 to the policy, then LICENSED REGISTERED DIETICIAN 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 specifically prohibits such an endorsement, or which voids coverage should LICENSED REGISTERED DIETICIAN enters into such an agreement on a pre-loss basis.

F. **Certificate(s) of Insurance** Prior to execution of this Contract, LICENSED REGISTERED DIETICIAN 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 ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
C/o Community Services/Head Street  
Attn: Mary Woodard  
50 S Military Trail, Suite 203

- G. **Umbrella or Excess Liability** If necessary, LICENSED REGISTERED DIETICIAN 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.
- H. **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**

LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN.

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

The COUNTY and the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or LICENSED REGISTERED DIETICIAN.

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

The LICENSED REGISTERED DIETICIAN 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 and the Palm Beach County Code of Ethics. The LICENSED REGISTERED DIETICIAN further represents that no person having any such conflict of interest shall be employed for said performance of services.

The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN. The COUNTY agrees to notify the LICENSED REGISTERED DIETICIAN of its opinion by certified mail within thirty (30) days of receipt of notification by the LICENSED REGISTERED DIETICIAN. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the LICENSED REGISTERED DIETICIAN, the COUNTY shall so state in the notification and the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN sole direction, supervision, and control. The LICENSED REGISTERED DIETICIAN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LICENSED REGISTERED DIETICIAN'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 LICENSED REGISTERED DIETICIAN does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

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

The LICENSED REGISTERED DIETICIAN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN, 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LICENSED REGISTERED DIETICIAN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

The LICENSED REGISTERED DIETICIAN 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, familial status, sexual orientation, gender identity and expression.

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

The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN of the COUNTY'S notification of a contemplated change, the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN shall not commence work on any such change until such written amendment is signed by the LICENSED REGISTERED DIETICIAN 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:

Mary Woodard  
Palm Beach County Head Start & Early Head Start  
50 S Military Trail, Suite 203  
West Palm Beach, FL 33415

With copy to:

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

If sent to the LICENSED REGISTERED DIETICIAN, notices shall be addressed to:

Michael McKee, CEO/CFO  
918 Lucerne Terrace  
Orlando, FL 32806

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the LICENSED REGISTERED DIETICIAN 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**

If LICENSED REGISTERED DIETICIAN'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the LICENSED REGISTERED DIETICIAN shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The LICENSED REGISTERED DIETICIAN 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 LICENSED REGISTERED DIETICIAN shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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

The LICENSED REGISTERED DIETICIAN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. LICENSED REGISTERED DIETICIAN 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.

**ARTICLE 30 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million):**

As provided in F.S.287.135, by entering into this Contract or performing any work in furtherance hereof, the LICENSED REGISTERED DIETICIAN certifies that it, its affiliates, suppliers, subcontractors and LICENSED REGISTERED DIETICIAN who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in the Iran Petroleum Energy Sector List created pursuant to F.S.215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by LICENSED REGISTERED DIETICIAN, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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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 LICENSED REGISTERED DIETICIAN 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: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

WITNESS:  
  
Signature

WENDY S JONES  
Name (type or print)

CONSULTANT:  
Nutritious Lifestyles, Inc.  
Company Name

  
Signature

Janet McKee  
Typed Name

Owner  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
Chief Assistant County Attorney

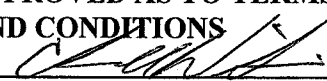
APPROVED AS TO TERMS  
AND CONDITIONS  
By   
Department Director

EXHIBIT "A"  
SCOPE OF WORK AND SPECIFICATIONS  
FOR PROFESSIONAL SERVICES

1. The LICENSED REGISTERED DIETICIAN will sign in/out at the centers and must wear an I.D. badge at all times while in the centers.
2. The LICENSED REGISTERED DIETICIAN will conduct Nutritional Counseling for at risk children.
3. The LICENSED REGISTERED DIETICIAN will review and sign off on revised menus annually.
4. The LICENSED REGISTERED DIETICIAN will sign off on all special diets throughout the year.
5. The LICENSED REGISTERED DIETICIAN will conduct health file reviews, assess nutritional status of the child /family and sign off on all nutritional assessments.
6. The LICENSED REGISTERED DIETICIAN will attend administrative meetings, parent meetings, staff meetings, Early Head Start Socializations and Home Based meetings/activities.
7. The LICENSED REGISTERED DIETICIAN will develop and submit a center visitation schedule and submit to the Senior Nutritionist monthly. The Senior Nutritionist Services Specialist will be notified by the LICENSED REGISTERED DIETICIAN if center visit is cancelled or changed within 24 hours of scheduled date.
8. The LICENSED REGISTERED DIETICIAN will complete progress notes in the Subjective, Objective, Assessment and Plan (SOAP) format for children who have nutritional concerns.
9. The LICENSED REGISTERED DIETICIAN will conduct Bi-annual monitoring at the designated centers using a Food Services/Nutrition Monitoring Tool Checklist.
10. All invoices with the appropriate documentations will be sent to the Senior Nutrition Services Specialist for processing.

**Responsibilities and description of services to be provided by the COUNTY**

1. The COUNTY will obtain written Parent/Guardian Consent for treatment and consent to Reveal and Obtain confidential Information signature for all children needing diet modifications.
2. The COUNTY will provide the LICENSED REGISTERED DIETICIAN with a copy of the names of the children who need nutrition counseling and special diets.
3. The COUNTY will be responsible for ensuring parents are given notices of the meeting.

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Nothing below this line

**EXHIBIT "B"**

**UNITS OF SERVICE RATE AND DEFINITION 2014  
HEAD START/EARLY HEAD START CONTRACT**

**Agency:** Nutritious Lifestyles, Inc.

<b>Service Name and Definition of Unit of Service</b>	<b>Unit Cost</b>	<b>Total Cost of Service</b>
<p><b>Service      Head Start</b> A rate of service is defined as one (1) hour of nutritional assessments, individual nutritional counseling, on-site monitoring at designated sites, annual menu revisions, review and sign-off on special diets, quarterly monitoring of meals, present nutritional education, monthly reports, attend administrative, home based, Early Head Start socializations and parent meetings, conduct file reviews and complete progress notes.</p>	\$48.00	\$36,864
<p><b>Service      Early Head Start</b> A rate of service is defined as one (1) hour of nutritional assessments, individual nutritional counseling, on-site monitoring at designated sites, annual menu revisions, review and sign-off on special diets, quarterly monitoring of meals, present nutritional education, monthly reports, attend administrative, home based, Early Head Start socializations and parent meetings, conduct file reviews and complete progress notes.</p>	\$48.00	\$9,216
<b><u>TOTAL CONTRACT</u></b>		<b>\$46,080</b>

The scope of work to be completed by LICENSED REGISTERED DIETICIAN as defined in Exhibit "A" consists of specific responsibilities and description of services to be provided to Head Start/Early Head Start children and pregnant women.

The hourly rate of \$48 shall include, but not limited to, travel, manpower, vehicle, fuel, mileage, insurance, and any/all incidental expenses as may arise from this service.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS, FL 32716 Casey Fernandez	CONTACT NAME: <b>Certificates</b>
	PHONE (A/C, No, Ext): <b>407-869-5490</b> FAX (A/C, No): <b>407-389-3580</b>
	E-MAIL ADDRESS: <b>certificates@sihle.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>Sentinel Insurance Company</b>	NAIC #: <b>11000</b>
INSURER B: <b>Cincinnati Companies</b>	NAIC #: <b>10677</b>
INSURER C: <b>Greenwich Insurance Company</b>	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
**Nutritious Lifestyles, Inc.  
Nutritious Lifestyles 2, Inc.  
918 Lucerne Terrace  
Orlando, FL 32806**


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CAP5218857	10/15/2013	10/15/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP5218857	10/15/2013	10/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CAP5218857	10/15/2013	10/15/2014	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECZT3900	03/18/2013	03/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
C	<b>Employee Practices Liability</b>			ABD97727162	07/02/2013	07/02/2014	<b>EPLI</b> <b>250,000</b> <b>Retention</b> <b>10,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Agreement 555096RB  
Palm Beach County Board of County Commissioners is named as additional insured for General Liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
<b>PALMBCO</b>  <b>Board of County Commissioners</b> <b>c/o Head Start &amp; Early Head Start</b> <b>50 S. Military Trail, Suite 203</b> <b>West Palm Beach, FL, 33415</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**NOTEPAD:**

HOLDER CODE **PALMB14**  
INSURED'S NAME **Nutritious Lifestyles, Inc.**

**NUTRI-2**  
OP ID: **J5**

PAGE 2  
Date **12/18/2013**

applies where required by written contract to the General Liability in favor of Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents.

**MEMORANDUM OF INSURANCE** Date Issued 10/09/2013

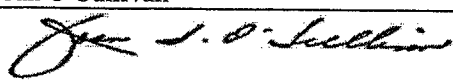
<b>Producer</b>  Marsh U.S. Consumer a service of Seabury & Smith, Inc. P.O. Box 14576 Des Moines, IA 50306-3576 1-800-503-9230	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
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<b>Insured</b>  Nutritious Lifestyles, Inc 918 Lucerne Terrace Orlando FL 32806	Company Affording Coverage Liberty Insurance Underwriters Inc
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This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability DietetnNutr SE Dietitian	AHY-722453001	10/10/2013	10/10/2014	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000

**PROOF OF INSURANCE** Per Occurrence

<b>Memorandum Holder:</b>  <b>PROOF OF COVERAGE ONLY</b>   Board of County Commissioners c/o Head Start & Early Head Start 50 S. Military Trail, Suite 203 West Palm Beach, FL, 33415	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative Joan O'Sullivan 

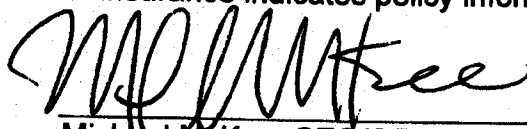


**MEMORANDUM**

**TO: Whom It May Concern**  
**FROM: Michael McKee**  
**DATE: December 20, 2013**  
**RE: Non-Owned Auto Insurance Coverage**

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Please be advised that Nutritious Lifestyles, Inc., does not own any corporate automobiles and therefore maintains liability insurance coverage for hired autos and non-owned autos only. Our certificate of insurance indicates policy information reflecting the same.



12/20/13

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Michael McKee, CEO/CFO