

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: March 11, 2014             Consent     Regular  
    Ordinance    Public Hearing

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

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I. EXECUTIVE BRIEF

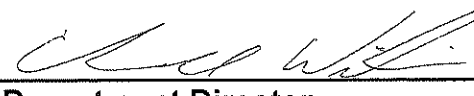
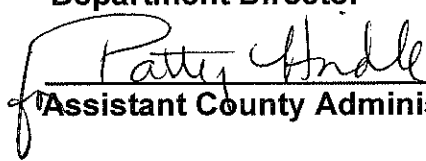
**Motion and Title:** Staff recommends motion to approve: Contract for Consulting/Professional Services with Invo Healthcare Associates, LLC, for the period March 11, 2014, through September 30, 2014, in an amount not to exceed \$12,000, for speech and language services to Head Start children.

**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 Invo Healthcare Associates, LLC to provide speech and language services to Head Start children. The contract includes a termination provision allowing for cessation of services immediately upon written notice. Services will be funded with \$8,173 in Federal funds and \$3,827 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 professional services for speech and language 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:** Contracts for Consulting/Professional Services

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<b>Recommended By:</b>		2/21/14 Date
	<b>Department Director</b>	
<b>Approved By:</b>		3/4/14 Date
	<b>Assistant County Administrator</b>	

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	12,000				
External Revenue	(8,173)				
Program Income					
In-Kind Match (County)	3,827				
<b>NET FISCAL IMPACT</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  GY13

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

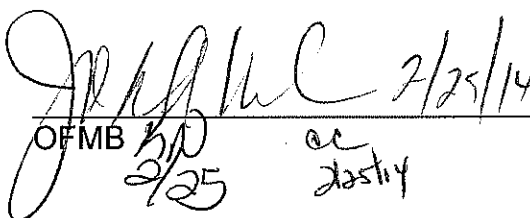
Funding sources are \$8,173 from the Department of Health and Human Services and \$3,827 from Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

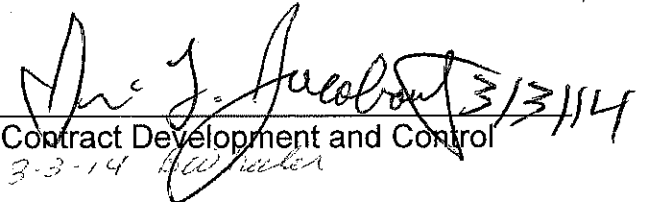
**C. Departmental Fiscal Review:**

  
 Taruna Malhotra, Director, Financial & Support Svcs

**III. REVIEW COMMENTS**

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

 2/25/14  
 OFMB  3/25  ac  2/25/14

 3/3/14  
 Contract Development and Control  
 3-3-14  [initials]

**B. Legal Sufficiency:**

 3/4/14  
 Chief Assistant County Attorney

**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 \_\_\_\_\_, 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 Invo Healthcare Associates, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the SPEECH LANGUAGE PATHOLOGIST, whose Federal I.D. is 32-0395173.

In consideration of the mutual promises contained herein, the COUNTY and the SPEECH LANGUAGE PATHOLOGIST agree as follows:

### ARTICLE 1 - SERVICES

The SPEECH LANGUAGE PATHOLOGIST'S responsibility under this Contract is to provide professional/consultation services in the area of Speech and Language 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, telephone no. (561)233-1664.

The SPEECH LANGUAGE PATHOLOGIST'S representative/liaison during the performance of this Contract shall be Danielle Bower, Assistant Director, and telephone no. (800)434-4686 ext 5970.

### ARTICLE 2 - SCHEDULE

The SPEECH LANGUAGE PATHOLOGIST shall commence services on March 11, 2014 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 Twelve thousand Dollars (\$12,000.00). The SPEECH LANGUAGE PATHOLOGIST shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE

PATHOLOGIST and necessary adjustments have been approved by the COUNTY. In the event that the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST will clearly state "final invoice" on the SPEECH LANGUAGE PATHOLOGIST'S final/last billing to the COUNTY. This shall constitute SPEECH LANGUAGE PATHOLOGIST'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 SPEECH LANGUAGE PATHOLOGIST.

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

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

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

The SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST. The SPEECH LANGUAGE PATHOLOGIST shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SPEECH LANGUAGE PATHOLOGIST authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SPEECH LANGUAGE PATHOLOGIST 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. SPEECH LANGUAGE PATHOLOGIST 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. SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SPEECH LANGUAGE PATHOLOGIST under the contract.
- B. **Commercial General Liability** SPEECH LANGUAGE PATHOLOGIST 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. SPEECH LANGUAGE PATHOLOGIST shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SPEECH LANGUAGE PATHOLOGIST 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. SPEECH LANGUAGE PATHOLOGIST shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SPEECH LANGUAGE PATHOLOGIST shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SPEECH LANGUAGE PATHOLOGIST shall provide this coverage on a primary basis.
- E. **Professional Liability** SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SPEECH LANGUAGE PATHOLOGIST 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, SPEECH LANGUAGE PATHOLOGIST shall purchase a SERP with a minimum reporting period not less than 3 years. SPEECH LANGUAGE PATHOLOGIST shall provide this coverage on a primary basis.  
**Additional Insured** SPEECH LANGUAGE PATHOLOGIST 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." SPEECH LANGUAGE PATHOLOGIST shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, SPEECH LANGUAGE PATHOLOGIST 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 Start  
Disability Services Coordinator  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415
- H. **Umbrella or Excess Liability** If necessary, SPEECH LANGUAGE PATHOLOGIST 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.
- I. **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**

SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST.

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

The COUNTY and the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST.

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

The SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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

The SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SPEECH LANGUAGE PATHOLOGIST'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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST'S sole direction, supervision, and control. The SPEECH LANGUAGE PATHOLOGIST shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SPEECH LANGUAGE PATHOLOGIST'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 SPEECH LANGUAGE PATHOLOGIST does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The SPEECH LANGUAGE PATHOLOGIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST, 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST'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 SPEECH LANGUAGE PATHOLOGIST, 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST certifies that it, its affiliates, suppliers, subcontractors and SPEECH LANGUAGE PATHOLOGISTS 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 SPEECH LANGUAGE PATHOLOGIST of the COUNTY'S notification of a contemplated change, the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST shall not commence work on any such change until such written amendment is signed by the SPEECH LANGUAGE PATHOLOGIST 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, 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 SPEECH LANGUAGE PATHOLOGIST, notices shall be addressed to:

Mary AJ McClain, President  
1780 Kendarbren Drive  
Jamison, PA 18929

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST’S employees or subcontractors are required under this contract to enter a “critical facility,” as identified in Resolution R-2003-1274, the SPEECH LANGUAGE PATHOLOGIST shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section). The SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SPEECH LANGUAGE PATHOLOGIST 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 SPEECH LANGUAGE PATHOLOGIST certifies that it, its affiliates, suppliers, subcontractors and SPEECH LANGUAGE PATHOLOGISTS 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 SPEECH LANGUAGE PATHOLOGIST, 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 SPEECH LANGUAGE PATHOLOGIST 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:  
Morgan Dooley  
Signature

Morgan Dooley  
Name (type or print)

SPEECH LANGUAGE PATHOLOGIST:

Invo Healthcare Associates, LLC  
Company Name

Mary A J McClain  
Signature

Mary A J McClain  
Typed Name

CEO  
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 FOR PROFESSIONAL SERVICES**  
**INVO HEALTHCARE ASSOCIATES, LLC**

I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY SPEECH LANGUAGE PATHOLOGIST

A. The SPEECH LANGUAGE PATHOLOGIST will provide speech/language services in accordance with HEAD START guidelines as follows:

1. HEAD START will pay for speech/language screens on all new children. The screening tool that will be used is the Pre-school Language Screener fifth edition (PLS5). **Only original forms will be used and provided by the SPEECH LANGUAGE PATHOLOGIST.**
2. The SPEECH LANGUAGE PATHOLOGIST will bill Medicaid for services given to children who are eligible for Medicaid.
3. The SPEECH LANGUAGE PATHOLOGIST will attend Multi-disciplinary team (MDT) meetings as requested by Head Start staff.
4. The SPEECH LANGUAGE PATHOLOGIST will attend all Head Start Medicaid Plan of Treatment meetings.

It is the responsibility of the SPEECH LANGUAGE PATHOLOGIST to call the HEAD START center, before going there, to check if the child to be evaluated, tested or served is present.

5. The SPEECH LANGUAGE PATHOLOGIST will provide speech/language treatment to children who have a current Individual Education Plan (IEP) or Plan of Treatment. The SPEECH LANGUAGE PATHOLOGIST will record treatment on a monthly progress report, to be recorded on a Speech/Language Progress Report forms. Two (2) copies will be given to the teacher, one goes home to the parent and the other is for the classroom folder. The original may stay with the Therapist. While in progress, these forms stay in the treatment log, located in each center.
6. The SPEECH LANGUAGE PATHOLOGIST will provide teachers and parents with activities to supplement the language enrichment program. SPEECH LANGUAGE PATHOLOGIST will conduct staff and parent training which will include the language enrichment program. Language enrichment will be given once per year to each center.

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Nothing below this line

**II RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED  
BY HEAD START**

- A. HEAD START will schedule MDT meetings with consideration to the SPEECH LANGUAGE PATHOLOGIST's schedule.
- B. HEAD START will obtain written parent permission for all screening and evaluations, providing a copy to the SPEECH LANGUAGE PATHOLOGIST or Child Find (as necessary).
- C. HEAD START will call and or fax a letter to the SPEECH LANGUAGE PATHOLOGIST, in the event of canceled or rescheduled meetings.
- D. HEAD START will be responsible for making sure the parents are notified and attend the scheduled meetings.
- E. HEAD START will provide the Medicaid numbers for children who qualify for Medicaid insurance. Medicaid will pay for the services of those children.
- F. HEAD START will provide the SPEECH LANGUAGE PATHOLOGIST with all pertinent medical information which may be a cause for the difficulties/delays.
- G. HEAD START will provide to the SPEECH LANGUAGE PATHOLOGIST, the Physician name, telephone number and address for children receiving services through Medicaid.
- H. HEAD START will provide all necessary Head Start forms for documentation.
- I. HEAD START will provide adequate space for testing and therapy.

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Nothing below this line

EXHIBIT "B"

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

Agency: Invo Healthcare Associates, LLC

Service Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
<b>Service</b> A rate of service is defined as one (1) hour of treatment, meetings, staff/parent trainings speech language screening, and monthly progress reports.	<b>Head Start</b> \$70  \$20/each speech language screening	\$12,000
	<b><u>TOTAL CONTRACT</u></b>	<b>\$12,000</b>

The scope of work to be completed by SPEECH LANGUAGE PATHOLOGIST as defined in Exhibit "A" consists of specific responsibilities and description of services to be provided to Head Start children.

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

The SPEECH LANGUAGE PATHOLOGIST will bill HEAD START for services provided to non-Medicaid eligible children, as follows:

The Speech Language Pathologist will bill Medicaid for evaluations and services for children who are eligible for Medicaid Plan of Treatment.



# CERTIFICATE OF LIABILITY INSURANCE

INVOH-1

OP ID: PB

DATE (MM/DD/YYYY)  
07/31/13

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).

<b>PRODUCER</b> The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Gerald Wierzbowski	Phone: 215-491-2700 Fax: 215-491-2707	<b>CONTACT NAME:</b> Patti Bucci <b>PHONE (A/C, No, Ext):</b> 215-491-2700 <b>FAX (A/C, No):</b> 215-491-2707 <b>E-MAIL ADDRESS:</b> pbucci@selzercompany.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Invo Healthcare Assoc., Inc Invo Healthcare Assoc., LLC 1780 Kendarbrn Drive Jamison, PA 18929	<b>INSURER A:</b> Evanston Ins Co.	
	<b>INSURER B:</b> CNA Insurance Company	
	<b>INSURER C:</b> Continental Casualty Company	
	<b>INSURER D:</b> The Hartford	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		SM-895483	08/01/13	08/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liab					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Sexual Abuse		SM-888497	08/01/13	08/01/14	GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Prof Liab \$ 1m/3m
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		4024022579	08/01/13	08/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		4024023084	08/01/13	08/01/14	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4024022582	08/01/13	08/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Crime		84BDDFR6879	04/10/13	04/10/14	Empl Dis 10,000
B	Property		4024022579	08/01/13	08/01/14	BPP 534,772

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

2013-2014 School Year and Extended School Year  
 Cert holder is named as an additional insured but only w/respect to claims arising out of sole negligence of the persons insured under the terms and conditions of this policy.

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach Cnty Community  
 Services Head Start  
 50 S. Military Trail, Ste 203  
 West Palm Beach, FL 33415

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

*T. S. Wight*

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ACORD 25 (2010/05)

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**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME Invo Healthcare Assoc., Inc

INVOH-1  
OP ID: PB

PAGE 3  
DATE 07/31/13

Issuing insurer will endeavor to mail 30 days written NOC to certificate holder upon cancellation of policies but failure to do so shall impose no obligation or liab. of any kind upon insurer, its agents or representatives



December 5, 2013

Palm Beach County Head Start/Early Head Start  
& Children's Services  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

Regarding: **Non-Owned Auto Insurance Coverage**

To Whom It May Concern:

Please be advised that Invo Healthcare Associates, LLC. 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.

Best regards,

A handwritten signature in cursive script that reads "Mary A.J. McClain".

Mary A.J. McClain  
Chief Executive Officer