

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 **(Habilitation Center for the Handicapped, Inc.), a (Not-for-profit corporation)** authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is **59-1859543**.

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

ARTICLE 1 - SERVICES

The AGENCY'S responsibility under this Contract is to provide services to residents of Palm Beach County as specified in the request for proposal response attached as Exhibit "A".

The COUNTY'S representative/liasion during the performance of this Contract shall be **Derek Horne, telephone no. (561) 355-4197.**

The AGENCY'S representative/liasion during the performance of this Contract shall be **Barbara Cambia, telephone no. (561) 483-4200.**

ARTICLE 2 - SCHEDULE

The AGENCY shall be reimbursed for cost incurred by the AGENCY as of the date of approval of the contract by the Palm Beach County Board of County Commissioners through September 30, 2018.

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be reimbursed by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **Five Thousand Dollars (\$5000)**. The AGENCY will submit an invoice, with copies of canceled checks and such documentation as the COUNTY's may require for reimbursement.
- B. Invoices should be submitted with a cover letter indicating the total amount for reimbursement signed by an authorized official. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. **Final Invoice:** In order for both parties herein to close their books and records, the AGENCY will clearly state "**final invoice**" on the AGENCY'S final/last invoice to the COUNTY. This shall constitute AGENCY'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 AGENCY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 AGENCY'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 AGENCIES. 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 AGENCY upon sixty (60) days' prior written notice to the

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of 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 AGENCY 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 AGENCY 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 AGENCY'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 AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

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

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

Additional Insured AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** AGENCY 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 AGENCY 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 AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY 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 Office of Equal Opportunity
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for 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

AGENCY 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 AGENCY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY 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 AGENCY 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 AGENCY.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The AGENCY 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 AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected 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 AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The AGENCY 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 AGENCY 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 AGENCY 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 AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, 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 AGENCY 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 AGENCY'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 AGENCY, 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 AGENCY 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, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended. (Exhibit "B")

ARTICLE 22 - AUTHORITY TO PRACTICE

The AGENCY 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 AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYS 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 AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY 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 AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

Derek Horne, Accessibility Specialist
Palm Beach County Office of Equal Opportunity
301 North Olive Avenue 10th Floor
West Palm Beach, Florida 33401

With copy to:

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

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

Barbara Cambria-Board President
Habilitation Center for the Handicapped, Inc.
22313 Boca Rio Road
Boca Raton, Florida 33433

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY 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 AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the AGENCY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The AGENCY 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 AGENCY 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 AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYs 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, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, 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.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County

PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract, the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liason, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set 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: _____
Mayor

WITNESS:

[Signature]
Signature

Dorek Horne
Name (type or print)

[Signature]
Signature

Al Kenette Penny Baker
Name (type or print)

AGENCY:

Habilitation Center for the Handicapped, Inc.
Company Name

[Signature]
Signature

Robert DiRocco
Typed Name

Executive Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Department Director

THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL AUTHORIZED OFFICER IN THE AGENCY

AGENCY NAME: Habilitation Center for the Handicapped

ADDRESS: 22313 Boca Rio Road, Boca Raton, FL 33433

SIGNED: Robert DiRocco TELEPHONE: 561-483-4200

PRINT NAME: Robert DiRocco DATE: 05/11/2017

TITLE: Executive Director

TAXID#: 59-1859543

IN THE EVENT YOUR AGENCY IS AWARDED A CONTRACT/GRANT ON THE BASIS OF THE PROPOSAL, PLEASE TYPE BELOW THE NAME AND TITLE OF THE OFFICIAL WHO WILL SIGN THE CONTRACT, (MUST BE AN OFFICER OF THE BOARD OF DIRECTORS).

NAME: Barbara Cambia

TITLE: Board President

17 MAY 12 PM 2:26
OFFICE OF
EQUAL OPPORTUNITY

PART2

PROPOSAL FACT SHEET

Date Submitted 5/12/17

Agency Habilitation Center for the Handicapped (HabCenter)

Address 22313 Boca Rio Road

City Boca Raton Zip 33433

Contact Person Robert DiRocco

Title Executive Director

Agency Mission HabCenter provides adult with developmental disabilities from Palm Beach and Broward Counties in Florida with high-level vocational training and development, behavioral health counseling, and recreational programming.

Agency Annual Budget \$3,425,000

Major Funding Work Operations (HABCO Manufacturing): \$1,354,000.

Work Operations (Plant Nursery): \$500,000 and Agency for Health Care Administration: \$900,000. Also Grants/donations: \$380,000.

PROPOSAL INFORMATION:

Total Project Budget? \$5,000

Amount Requesting from Palm Beach County? \$5,000

How many people will be served? 180

Is this a new project? Yes No; If *not*, how long has it been in existence?

Have you ever applied for the Office of Equal Opportunity Awareness Grant Program?
 YES NO

If so when? N/A

Nature of formerly proposed project N/A

Was the proposal(s) granted or denied? N/A

To what other sources are you applying for funding of this project?

Cost Sharing

List similar services in Palm Beach County

Arc of Palm Beach: Services for adults and children with disabilities but not job-focused/work opportunities.

Vocational Rehabilitation: federal-State program to help people with disabilities get jobs.

Palm Beach Habilitation Center: job training, employment opportunities for people with disabilities. But does not have specialty training in manufacturing or horticulture like the Habilitation Center for the Handicapped (HabCenter).

Statement of Need or Justification for the Project

A primary benefit of this proposed project is improved physical accessibility and equal opportunity for our clients, as well as directly contributing toward greater integration of individuals with disabilities by facilitating easier access to the main entrance at the HabCenter. Currently, the door to HabCenter's main entrance requires clients with disabilities to push an exterior door handle and physically open the door. The current door potentially creates a barrier for individuals in a wheelchair and others with disabilities who may find it difficult to physically open the door on their own.

The proposed project would replace this door with a door that opens when a client pushes a button, and meets ADA standards on Automatic Doors and Power-Assisted Doors. Another benefit of this proposed project would be to promote greater physical accessibility for clients with disabilities to receive valuable services at the HabCenter, including employment services, vocational training, developmental training, and programs in Art/Education/Recreation. It is important to note that this proposed project would not be used for administration or staff salaries, employee benefits, or any indirect service cost. The requested amount of \$5,000 would fund the purchase and installation of the new door system.



HABCENTER

BOCA RATON

Proposal to Palm Beach County Office of Equal Opportunity Handicap Accessibility and Awareness

Habilitation Center for the Handicapped, Inc. (HabCenter) is requesting a \$5,000 grant from the Palm Beach County Office of Equal Opportunity Handicap Accessibility and Awareness to replace its 30-year old doors to the entrance of its facility, improving accessibility to our services for 180 clients.

Brief Background

HabCenter provides adults with developmental disabilities from Palm Beach and Broward Counties in Florida with high-level vocational training and development, behavioral health counseling, and recreational programming.

HabCenter is located on 12 beautiful, premier Boca Raton acres. Our space is central to who we are and the service we provide. When clients come to our grounds every day, they are provided with a safe, welcoming environment that inspires sharing and growth. HabCenter is often times their best and most consistent source of friendship, support, and activity. We are a



comforting place they are welcomed to spend the day – to increase vocational skills, to improve socialization skills, experience community, and receive services. Our programming includes:

- **Supported work training and opportunity** to provide purpose, fulfillment, and earned income for clients through two facilities: a) the award winning HABCO Manufacturing facility which provides work opportunities for approximately 145 clients and high tech assembly capabilities and supply management to 25 companies; b) and Plant Nursery, one of the largest bedding plant nurseries in Palm Beach County, providing 20 clients with work opportunities and local businesses with wholesale plants and nursery products. Work development includes both soft skills training (behavioral training such as how to communicate with colleagues, take direction, develop a strong work ethic, handle changes in schedule or conflict at work, timeliness, etc.) and hard skills training in both manufacturing and horticulture (product assembly, technology repairs, cable/wire assembly, sewing/knitting, customer relations, stocking/cleaning/maintaining sales floor, and seeding/bedding/caring for plants).
- **Comprehensive social services** through walk-in services, crisis response, regularly scheduled individual and group therapy sessions, and access to behavioral and occupational therapists – all to improve clients' mental health, sociability, and relationships with others. We also offer health and wellness workshops and access to dentists and other health professionals through community partnerships, such as the Special Olympics. In 2016, we engaged 30 local university master's level interns to support our efforts to provide exceptional behavioral and mental health services for our clients.

- **Comprehensive Programs in Education, Arts, and Recreation (P.E.A.R.)** offered daily to enrich the lives of our clients and provide them with stimulating learning, relaxing, and socializing opportunities. P.E.A.R. programming includes reading and writing sessions, computer classes, financial literacy workshops, art and creative expression classes, cooking classes, yoga and basketball, and holiday parties and social events.

Concepts, Goals and Objectives of the Project



The 180 people HabCenter serves live with lifelong disabilities ranging from the Autism Spectrum, Cerebral Palsy, and Down syndrome to Traumatic Brain Injury and mental illness (Bipolar disorders, schizophrenia, etc.). Although great strides have been made in the treatment of people with developmental disabilities, barriers still stand in the way of their living fully inclusive lives.

No matter what challenges a person may have, every person has the right to opportunities for personal growth and the ability to fulfill their individual potential to thrive vocationally, mentally and emotionally. HabCenter has a proven track record of elevating the functional skills of adults with disabilities and have demonstrated commitment to a fully integrated response to their needs as human beings.

For many of our clients, HabCenter functions as a day program. It is a comforting place they are welcomed to spend the day – to increase vocational skills, to improve socialization skills, experience community, and receive services. The proposed capital project would improve accessibility to our high quality programming for the clients we serve who are challenged with physical disabilities and/or poor gross motor skills. The new doors would relieve daily frustration and unnecessary strain for the 34 clients we serve who live with physical disabilities, ranging from visual impairments to Spina Bifida to Cerebral Palsy to Traumatic Brain Injury, and the many more clients we serve with gross motor skill challenges.

Statement of Need or Justification for the Project/Benefits Derived

A primary benefit of this proposed project is improved physical accessibility and equal opportunity for our clients, as well as directly contributing toward greater integration of individuals with disabilities by facilitating easier access to the main entrance at the HabCenter. Currently, the door to HabCenter's main entrance requires clients with disabilities to push an exterior door handle and physically open the door. The current door potentially creates a barrier for individuals in a wheelchair and others with disabilities who find it difficult to physically open the door on their own. The proposed project would replace this door with a new door that meets ADA standards on Automatic Doors and Power-Assisted Doors, and opens when a client pushes a button. Another benefit of this proposed project would be to promote greater physical accessibility for clients with disabilities to receive valuable services at the HabCenter, including employment services, vocational training, developmental training, and Programs in Art/Education/Recreation. Lastly, the proposed project would not be used for administration or staff salaries, employee benefits, or any indirect service cost. The requested amount of \$5,000 would fund the purchase and installation of the new door system.

Number of People to be Served/Amount of Grant Request/Itemized Breakdown of Expenditure

The proposed project would serve all of HabCenter’s 180 clients, and specifically the 34 clients we serve with physical disabilities, ranging from visual impairments to Spina Bifida to Cerebral Palsy to Traumatic Brain Injury.

Grant Request: \$5,000
Itemized Breakdown of Expenditure

Expense Item	Amount
Nabco to Remove Existing Hollow Metal Door & Frame/Rear Entry Install: One single hollow metal fired rated 90 minute HRSO door, F.S. 39 3/4" x 86 1/4", with 2" x 5 3/4" frame, 5" x 20" wire glass vision kit, Std. Butt Hinges, Std Threshold, and Std "Doggable" Exit Device. Door is prime painted for painting by customer	\$ 2,200
Series 8500 Single Swing Door Operator with push/out arm assembly. Type LH Outswing operator with 39 1/2" case; activation by 2-ea 4 3/4" square 900 mhz radio controlled push plates with 900mhz receiver. SuperScan Safety Sensor on swing side of door for added protection.	\$ 2,800
Total Budget for Project	\$5,000

Data supporting equipment/project/need

According to Local Disability Data for Planners, 74,600 adults in Palm Beach County and 109,410 in Broward County live with a disability. Despite these staggering statistics, individuals with disabilities, particularly adults, are often overlooked – as such, wait lists for programs such as HabCenter currently average 7+ years in the state of Florida, and we are at capacity serving our population of 180 clients.

The Americans with Disabilities Act (ADA) calls for access to goods and services for people with disabilities. This means removing all barriers to services and programs. The proposed project would meet ADA Accessibility Guidelines for Buildings in section 4.13.12 on Automatic Doors and Power-Assisted Doors (ADA, 2017). HabCenter strives to be a place of high comfort, convenience, and community for people with disabilities – a place where they are truly at home and feel welcome. A new, modern door that improves our accessibility in significant ways will go a long way to improve the comfort of the people with disabilities we serve.

References

Americans with Disabilities Act. (2017). Accessibility guidelines for buildings and facilities.
Retrieved from <https://www.access-board.gov/attachments/article/1350/adaag.pdf>



HABCENTER
BOCA RATON

22313 Boca Rio Road, Boca Raton, Florida 33433
(561) 483 4200 • www.habcenter.com

May 11, 2017

Office of Equal Opportunity
301 North Olive Avenue
10th Floor
West Palm Beach, FL 33401

Dear Office of Equal Opportunity,

As Board Chair, I write to express support for Habilitation for the Handicapped's (HabCenter) grant proposal to the Palm Beach County Office of Equal Opportunity Handicap Accessibility and Awareness.

HabCenter provides critically-needed supportive work programming for adults with developmental disabilities. HabCenter's programming enables members of our community to work, learn new skills, improve socialization, develop friendships, and enjoy life. Every day, up to 180 people with disabilities come through our doors ready to learn, socialize, and grow. We need our entrance to be highly accessible to our community and client-base; this request would fulfill that need.

Palm Beach County benefits in significant ways from HabCenter's mission and programming: a) adults with development disabilities gain purpose and community; b) family members gain a sense of security knowing their loved ones are well cared for; c) local businesses gain the opportunity to support people with development disabilities by doing business with HABCO Manufacturing and Plant Nursery. HabCenter's impact within Palm Beach is a win for all.

As Board Chair of this organization, I am proud of the high quality programming and services we offer for hundreds of adults with disabilities and special needs. The organization is a wonderful, trusted community resource.

Thank you for considering HabCenter's request. If Palm Beach County's OEO has any questions about HabCenter or this letter of support, please contact me at 561-237-7360.

Regards,

Barbara Cambia

Board Chair

Habilitation Center for the Handicapped

Habilitation Center for the Handicapped, Inc.
FYE 9/30/17

REVENUE	Amount
Grants/Donations	360,000
Fundraising	20,000
Government Revenue	945,000
Program Service Fees	60,000
P. B. County Grant	20,000
Membership Dues	10,000
Work Operations - Manuf	1,354,000
Work Operations - Nursery	500,000
Investment Income	150,000
Miscellaneous	6,000
TOTAL REVENUE	<u>3,425,000</u>
COST OF GOODS SOLD	
Manufacturing	318,000
Nursery	225,000
TOTAL COST OF GOODS SOLD	<u>543,000</u>
GROSS SURPLUS	<u>2,882,000</u>
OPERATING EXPENSES	
Staff Salaries	1,484,000
Staff Benefits	250,000
Staff Tax & Insurance	163,240
Client Salaries	432,000
Client Taxes & Insurance	38,880
Casual Labor	0
Professional Fees	125,000
Office Supplies	21,500
Program Supplies	80,500
Tooling	1,500
Telephone	18,000
Postage & Shipping - Work Op	10,000
Postage & Shipping - Admin	5,000
Occupancy	295,000
Property Tax Expense	4,000
Utilities	31,000
Insurance	20,000
Equipment Rental	5,000
Equipment & Supplies	2,000
Print/Public/Advert/Promo	15,000
Fundraising	10,000
Travel/Vehicle Maint	27,000
Conferences/Seminar	8,000
Membership Dues/Subscription	10,000
Miscellaneous	10,000
TOTAL OPERATING EXPENSES	<u>3,066,620</u>
TOTAL EXPENSES	3,609,620
NET SURPLUS/(LOSS)	<u><u>-184,620</u></u>

Internal Revenue Service

District Director

Date: OCT 18 1991

Habilitation Center for the
Handicapped Inc
22313 Boca Rio Road
Boca Raton, FL 33433-4793

Dep
Rel
Sta

EXHIBIT "A" 11 of 17

P.O. Box 1655 - Room 1109
401 West Peachtree St., NW
Atlanta, GA 30370

Date of Inquiry:
09/27/91

Refer Reply To:
RPM:EO:TPA:1109

EIN: 59-1959543

FFN: 530011129

Dear Taxpayers:

This is in response to your request for confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code by our letter of November, 1981. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely,



Exempt Organizations
Coordinator



January 20, 2017

To whom it may concern:

I have worked as a Board Certified Associate Behavior Analyst for the past fifteen years in South Palm Beach County and have worked with dozens of clinicians and providers in, pre-schools, day programs, private programs and home environments impacting over 600 individuals and their families. I am now working as the Behavior Analyst at a private school for children with Autism and related disorders. I am very proud to have a very long professional relationship with the Boca Habilitation Center for the Handicapped at the foundation of my career.

I first became involved with the Boca Habilitation Center for the Handicapped in January 2002 as an intern under the direct supervision of Pam Brown, BCBA. At this time, I was studying for my board exams to become a Behavior Analyst and completing a requisite clinical internship with the Center. This was my first experience working in a professional environment geared fully towards helping individuals with disabilities in a facility of this type. The professionals at the Boca Habilitation Center were and continue to be amongst the most enthusiastic professionals I have worked with throughout my career and demonstrate the highest level of dedication in providing services for their clients. After completing my clinical requirements and becoming a Board Certified Associate Behavior Analyst, my relationship continued and strengthened with the Center. I continued working with the center and its staff as a provider of behavioral services through the Florida Medwaiver program for many years. Although, working with a Behavior Analyst required extra time and effort from the staff, they always were willing and eager to help. It was apparent that they had the best interest of their clients in mind and never questioned the additional dedication of time and effort required on their behalf.

In 2011, my private practice became more focused on providing early intervention behavioral services to young children and adolescents. Although this change took me away from the Center, I eagerly continued my relationship there by providing annual staff and teacher seminars and CEU coursework on behavior modification. I also found ways to give back to the Center as I had received so much from them in terms of experience in the early years of my career. For the past five or more years I have volunteered my time as a Behavior Analyst in teaching and assisting staff, Social Workers and behavior interns in order to enhance their ability to address behavioral concerns at the Center.

At the Boca Habilitation Center I was able to grow both professionally and personally. The Social Services staff prepared me to become a Behavior Analyst. However, there is so much more to being a Behavior Analyst than just understanding the principles of behavior. The staff at the Boca Habilitation Center showed me the humanitarian side to this field through their compassion and kindness toward adults with disabilities. Every client who attends the center has a safe place to go where they are accepted and cherished for who they are and not for what they are not. Here they have a purpose and a place they belong. From time to time, I find myself encountering a client I know from the Center out in the community, each time it gives me a deep sense of pride and fulfillment to see them thriving in the community, mostly due to the impact left upon them by the Center.

I am hopeful that your consideration will provide the Boca Habilitation Center for the Handicapped with resources and an opportunity that will allow the Center to continue to thrive and grow. The Boca Habilitation Center is a precious resource in South Palm Beach County that is needed to provide ongoing support to individuals with disabilities and their families.

Sincerely,

Paula Goldberg
Paula Goldberg

Board Certified Associate Behavior Analyst

Paula Goldberg, BCABA

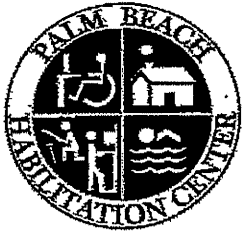
3075 Equestrian Drive, Boca Raton, Florida 33434 pmgboca@yahoo.com

PALM BEACH HABIL

4522 South Congress Avenue, Lake Worth, Florida 33461-4709

Phone (561) 965-8500 • Fax (561) 433-8816 • E-mail: postman@pbhab.com • Website: www.PBHAB.org

Creating opportunities for people with disabilities since 1959.



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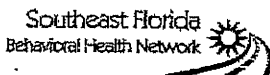
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Palm Beach County

Town of Palm Beach
United Way



March 21, 2017

Mr. Bob DiRocco
The Hab Center Boca Raton
22313 Boca Rio Road
Boca Raton, Florida 33433

Dear Bob,

It is with pleasure that I write this letter of support on behalf of your organization's application to Palm Beach County Financially Assisted Agencies. The Hab Center Boca Raton has been an active and valued participant in the Interagency Council on Developmental Disabilities in Palm Beach County. Through the Council, agencies serving individuals with Developmental Disabilities are able to meet together and discuss areas of common concern and ways the agencies can collaborate together for the mutual benefit of all of our clients. An example of this collaboration is the Dental Home Initiative which has provided much needed dental services and supports to our population.

By working together, we are better able to serve the needs of all individuals with disabilities in Palm Beach County. The Interagency Council is unique in that it promotes a sense of cooperation instead of competition in order to best utilize the limited resources available. It is gratifying to collaboratively work with you and your staff in our efforts to help people with developmental disabilities have meaningful activities in the community. Each agency brings unique services and supports to various portions of the county. We are able to learn from each other's experience and appreciate the various perspectives that are presented. We are fortunate to have agencies such as yours in this community with which to partner in providing critical services and advocacy for people with disabilities.

Sincerely,

Tina Philips
President / CEO

Contributions benefit Palm Beach Habilitation Center, Inc., a not-for-profit tax exempt organization. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION OF PALM BEACH HABILITATION CENTER, INC., #C1116, MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES AT WWW.SOS.FL.GOV OR BY CALLING TOLL FREE 1-800-435-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE. Palm Beach Habilitation Center, Inc. receives 100% of each contribution.

Dental Home Initiative**Palm Beach County's Interagency Council for People with Developmental Disabilities
Dental Home Initiative Grant Project Overview**

In 2013, Palm Beach County Interagency Council initiated a collaborative partnership to initiate a system to ensure that individuals with developmental and intellectual disabilities in Palm Beach County have access to and receive oral health care services from a dental home. Habilitation Center of Boca Raton was selected to participate in this pilot project.

Evidence-based scientific research on the correlation between oral health and overall systemic health is irrefutable. People with developmental and intellectual disabilities face greater challenges than those in the general population in their ability to deliver the self-care required to adequately deliver sound daily oral hygiene. In addition to poor nutrition, medications that cause dry mouth and gingival inflammation, the inability to chew and/or swallow properly, and difficulty in expressing pain, this population also faces additional barriers to care due to lack of financial resources, transportation, and the limited number of dental providers who specialize in special needs dentistry. The Dental Home Initiative DD Grant Project was designed to address these issues and act as a liaison and source of funding for the client and dental home.

Dental Home Initiative's oral health coordinator is a registered dental hygienist who, every quarter, conducts dental screenings, evaluates treatment needs and urgency for care, assesses barriers to care, assists in establishing a dental provider, applies preventive fluoride varnish, provides one-on-one oral hygiene instruction, and distributes oral hygiene kits, which consist of toothbrushes, toothpaste, dental floss, flossing aides, and mouthwash. The coordinator is also responsible for in-service training and education of group home managers, case workers, support coordinators, center staff, and caregivers on a variety of oral health topics.

Thanks to the cooperation, collaboration, and dedication of Habilitation Center's staff and clients, almost all participating clients have established dental homes, urgent cases have been significantly reduced to one individual who awaits funding, and most required restorative and preventive care has been rendered. The Dental Home Initiative's oral health coordinator has administered hundreds of preventive fluoride varnish applications and provided even greater numbers of oral hygiene kits. Oral-B electric tooth brushes (for those clients who lack the motor skills to use a manual toothbrush) have also been distributed.

Over 70% of those clients who participated in the first and/or second year of the pilot program, showed marked improvements in their home care.



Dental Home Initiative

Common Oral Conditions In People with Special Needs



- Periodontal disease and dental caries,
- Broken, fractured teeth from trauma and damaging oral habits,
 - Grinding, clenching,
 - Self-injurious habits,
 - Delayed tooth eruption,
 - Oral malformations,
- Neuromuscular challenges,



Dental Home Initiative

- Motor coordination.



- Before and after of two of the countless number of clients who have benefited from the Dental Home Initiative's partnership with great centers like Habilitation Center of Boca Raton, instrumental in facilitating hundreds of screenings.

Dental Home Initiative



Dental Home Initiative Oral Health Coordinator, Sue Correia, CRDH, BS, pictured with Habilitation Center of Boca client, Christopher S., who had been in pain for quite some time and required urgent dental treatment for rampant decay and infection but did not have a dental home. Christopher was referred to Dr. Rafael Urbino, who provided the required care for this very special young man. Christopher is now able to eat properly, speak clearly, and smile with confidence.

The Dental Home Initiative is grateful for the Hab Center's continued support and their efforts to ensure that their clients receive the care and attention required to enhance the quality of their lives.

It is with great pleasure that the Dental Home Initiative remains dedicated to playing a role in the Hab Center's mission to improve the health of their clients.

Respectfully yours,

Beryl Sue Correia

Beryl Sue Correia, CRDH, BS
Oral Health Coordinator
Dental Home Initiative DD Grant Project of Palm Beach County
Email: SueDDGrant@gmail.com
Telephone: (305) 804-5635

NON-DISCRIMINATION POLICY FORM

Solicitation/Contract # _____

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Habilitation Center for the Handicapped, Inc.
Name of Organization or Entity

Bob DiRocco
Signature

Bob DiRocco
Name (type or print)

Executive Director
Title

Section: 200.00 General Management
Date of Revision: July 14, 2017

200.17 NON-DISCRIMINATION POLICY

- A. Purpose: To establish a policy and procedures to ensure that eligibility requirements for services delivered by the Center are applied to clients and applicants for service without regard to race, color, national origin, sex, sexual orientation, gender identity or expression, age (except in the case of admission for services when the minimum age is eighteen [18]), religion, ancestry, genetic information, familial status, disability or marital status. Further, to establish a policy and procedures to ensure that recruitment, hiring and promotion of employees is carried out without regard to race, color, national origin, sex, age (except in the case of admission for services when the minimum age is eighteen [18]), religion, ancestry, genetic information, familial status, disability or marital status. Moreover, to establish a policy and procedures for ensuring equal access to the Center by all persons including those with impaired sensory, mobility or speaking skills, and to institute reasonable accommodation practices for said defined persons.
- B. Policy: It is the policy of the Center not to discriminate against any person on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age (except in the case of admission for services when the minimum age is eighteen [18]), religion, ancestry, genetic information, familial status, disability or marital status. Furthermore, it is the policy of the Center to provide reasonable accommodation to clients, employees, and applicants for services and employment with sensory, speaking or mobility impairments and to ensure that all benefits, services and facilities are available to all clients and employees, as well as applicants for services and employment, in an equally effective manner. Additionally, the Center will not contract with or make referrals to any person or entity that is found to discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, religion, ancestry, genetic information, familial status, disability or marital status. Finally, the Center fully supports and maintains compliance with Title VI of the Civil Rights Act of 1964, Title V of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 and the Bill of Rights of Persons Who Are Developmentally Disabled, F.S.393.13.
- C. Procedures:
1. The Center, through its Social Services Department, will facilitate the timely admission of eligible applicants for services without regard to one's race, color, national origin, sex, sexual orientation, gender identity or expression, age (except in the case of admission for services when the minimum age is [18]), religion, ancestry, genetic information, familial status, disability or marital status.

Section: 200.00 General Management
July 14, 2017

200.17 NON-DISCRIMINATION POLICY (Cont'd)

2. The Center shall maintain an affirmative action policy (Refer to Policy #300.03 in the Center's Policies and Procedures Manual) that the recruitment, hiring and promotion of employees is carried out without regard to race, color, national origin, sex, sexual orientation, gender identity or expression, age (except in the case of admission for services when the minimum age is eighteen [18]), religion, ancestry, genetic information, familial status, disability or marital status. Said policy shall also encourage the affirmative recruitment of affected class members in all job categories in which they are underutilized.
3. The Center will ensure that all its facilities, programs and services are accessible to persons with sensory, speaking or mobility impairments.
4. The Center will ensure that it is free of any physical barriers that impede or impair access to its facilities, programs and services.
5. The Center will make available interpretation services to persons with limited English proficiency whose native language is Spanish or Haitian Creole (Refer to Policy #400.19 in the Center's Policies and Procedures Manual).
6. Communication needs of clients, employees or applicants for services and employment will be assessed by the Center through consulting with said persons. In the case of clients or applicants for services, where applicable, the Center will consult with the individual's Support Coordinator, Waiver Support Coordinator, family member, guardian or representative. The individual's requested method of communication should be sought and requested first.
7. Communication options for hearing impaired persons will include, but not be limited to, facsimile transmittal, phone amplifiers, sign language interpreters, flash cards, lip-reading, written notes, supplementary hearing devices, charts, gestures or signs, demonstration or combination of these.
8. The Center will make reasonable accommodation for persons with speech and visual impairments such as through the provision of readers and written text.
9. Additionally, the Center's Social Services Department will maintain a list of providers of sign language interpreting services.

Section: 200.00 General Management
July 14, 2017

200.17 NON-DISCRIMINATION POLICY (Cont'd)

10. The provision of the aforementioned auxiliary aids will be provided at no cost to the client or employee.
11. When meetings, conferences or seminars are scheduled, information will be included in the advertisements, conference registration materials or meeting notices that sensory or mobility impaired participants will be provided with necessary auxiliary aids at no cost to themselves. The registration process will include a method for determining the number of persons with disabilities participating who need assistance as well as the type of personal assistance or accommodation requested.
12. Under the direction of the Associate Executive Director, the Center's Social Services Department will maintain a list of all applicants denied services or placed on a waiting list for same including an explanation of the reason for denying or delaying services (Refer to Appendix #200 for Denial or Delay of Client Services Form in the Center's Policies and Procedures Manual).
13. It shall be the responsibility of the Associate Executive Director to immediately document any observations of discrimination or potential discrimination and to submit such documentation without delay to the Executive Director along with recommendations for correction. Upon receipt of same, the Executive Director will immediately take whatever remedial action is deemed required and appropriate.
14. A copy of the Center's Non-Discrimination Policy shall be prominently displayed at the Center. Furthermore, a copy of said Policy and Notice of Interpretation Services shall be issued in a timely manner to all Center clients and employees as well as to all applicants for services and employment.

Any person who believes that he or she or any specific class of persons is being subjected to discrimination on account of race, color, national origin, sex, sexual orientation, gender identity or expression, age (except in the case of admission for services when the minimum age is eighteen [18]), religion, ancestry, genetic information, familial status, disability or marital status should contact the Office for Civil Rights, U.S. Department of Health and Human Services in Atlanta, Georgia or the Florida Agency for Persons with Disabilities.

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 CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach, FL 33445 561 278-0448	CONTACT NAME: Evelyn Ambler, AAI	
	PHONE (A/C, No, Ex): 561 278-0448 FAX (A/C, No): 561-278-2391 E-MAIL ADDRESS: eambler@cbizwc.com	
INSURED Habilitation Center for the Handicapped, Inc. 22313 Boca Rio Road Boca Raton, FL 33433	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Harleyville Preferred Insuranc	35696
	INSURER B: Nationwide Mutual Insurance Co.	23787
	INSURER C: Associated Industries Insurance	23140
	INSURER D:	
	INSURER E:	

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL00000067969Q	06/01/2016	06/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car		BA00000067970Q	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med. Payment \$5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CMB00000067967Q	06/01/2016	06/01/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AWC1079318	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab		PL00000067968Q	06/01/2016	06/01/2017	\$1,000,000 Each Occurr. \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non-renewal.
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and agents c/o Office of Equal Opportunity, 301 North Olive Avenue, 10th Floor, West Palm Beach, FL 33401 is named as additional insured with respects to the general liability when required by written contract with the named insured per the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners 301 North Olive Avenue, 10th Floor West Palm Beach, FL 33401	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 <i>Rose Ann McGowan</i>