

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025

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X

Consent

☐

Regular

☐

Ordinance

☐

Public Hearing

Department

Submitted By: Community ServicesSubmitted For: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a sole-source contract with Intend, Inc. d/b/a Tangelo, for the period July 1, 2025 through December 31, 2026, in an amount not to exceed \$1,400,040, for the Tangelo SNAP Access Nutrition Security Project (TSANSP), to improve access to food and nutrition for low-income Palm Beach County (County) residents who are food insecure.

Summary: In March 2024, the Purchasing Department issued a Request for Information (RFI) for nutritional security and food delivery through local farmers (RFI 2024-002). The only application submitted was from Intend, Inc. d/b/a Tangelo. The RFI response confirmed that a sole-source contract for the TSANSP was appropriate. The Project will offer grocery and nutrition education services, which include monthly home-delivered, culturally relevant healthy food boxes and prepared meals, access to Tangelo’s online SNAP-approved grocery Marketplace, and educational content to foster sustainable healthy food habits. All services are available via the Tangelo website or their mobile application. The platform provides personalized SNAP nutrition education, recipes, meal preparation guidance, and budgeting tips to foster lasting lifestyle changes. A 30% Nutrition Incentive is available when using SNAP-EBT benefits. Additionally, Palm Beach County Food Bank will provide significant SNAP outreach and enrollment efforts. Tangelo will work to identify additional County farmers to join their supply chain, providing fresh, local, healthy food. **These are County American Rescue Plan Act Replacement funds that do not require a local match.** Countywide (HH).

Background and Justification: On March 26, 2024, the Board of County Commissioners (BCC) was presented with a proposal for the TSANSP and directed staff to engage in contract negotiations. The objectives and outcomes of this project align with the local Hunger Relief Plan. According to Feeding America’s Map the Meal Gap, more than 173,000 County residents struggle with hunger, 50,890 of which are children. The TSANSP aims to increase access to food and nutrition, increase SNAP enrollment, and connect local farmers to the Tangelo supply chain. Tangelo incorporates robust quality assurance and customer satisfaction components into their programming. Services will be available throughout the County.

- Attachments:**
- 1. Intend, Inc. d/b/a Tangelo Contract

DocuSigned by:
Tanina Mallotra
1459E4101E1049C

4/14/2025

Recommended By:

Department Director

Date

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	350,010	1,050,030			
External Revenue	0	0			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	350,010	1,050,030			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes x No
Does this item include the use of Federal funds? Yes No x
Does this item include the use of State funds? Yes No x

Budget Account No.:
Fund 1164 Dept.140 Unit 201A Object 3401 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
ARPA Revenue Replacement

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...

Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Signature

4/15/2025

OFMB

JA 4/15

ESW 4.15.25

Signature

4/25/25

Contract Development and Control

26 4/25/25

B. Legal Sufficiency:

Signature

4-29-25

Assistant County Attorney

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of 6th day of May, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Intend, Inc., d/b/a Tangelo., hereinafter referred to as the VENDOR, a Delaware corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 85-0711201. COUNTY AND VENDOR may be sometimes referred to herein individually as a "party" or collectively as the "parties".

WHEREAS, the VENDOR has proposed providing certain services; and

WHEREAS, the VENDOR has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the VENDOR agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 SERVICES

The VENDOR agrees to provide a SNAP Access Nutrition Security Project program for eligible Palm Beach County residents as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES**. The VENDOR also agrees to provide deliverables, including reports, as specified in **EXHIBIT C - VENDOR'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The VENDOR'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or client. All funding is intended for the overall benefit of all clients of the services provided by the program(s) being funded herein.

ARTICLE 3 SCHEDULE

The VENDOR shall commence services on July 1, 2025 and complete services on December 31, 2026.

Monthly billing or reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBITS A, B, and C**.

The parties shall amend this Contract if there is a change to the Scope/Work Plan, funding, and/or federal, state, and local laws or policies affecting this Contract.

ARTICLE 4 PAYMENTS TO VENDOR

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 **ONE MILLION FOUR HUNDRED THOUSAND AND FORTY DOLLARS AND ZERO CENTS (\$1,400,040)**.

The VENDOR 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.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B**. All requests for payments of this Contract shall include an original cover memo on VENDOR letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The VENDOR is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Contract. Any amounts not submitted, 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 VENDOR pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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 VENDOR and necessary adjustments have been approved by the COUNTY. In the event that the VENDOR 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.

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

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor SelfService(VSS)system,whichcanbeaccessedat<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If VENDOR intends to use subagencies, VENDOR must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subVENDOR register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the VENDOR and all of its subagencies are registered in VSS.

ARTICLE 5 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the VENDOR 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 to the VENDOR'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 within three (3) years following final payment.

ARTICLE 7 AMENDMENTS TO FUNDING LEVELS

This Contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

Any increase or decrease of funding for any of the VENDOR'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase of funding over 10% must be approved by the Board of County Commissioners.

ARTICLE 8 INSURANCE

The VENDOR shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by VENDOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by VENDOR under the Contract. VENDOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** VENDOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers' Compensation Insurance & Employer's Liability:** VENDOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability/Technology Errors and Omissions:** VENDOR shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. 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 VENDOR's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, VENDOR warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, VENDOR shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term.

The requirement to purchase a SERP shall not relieve the VENDOR of the obligation to provide replacement coverage. 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.

- E. **Business Auto Liability:** The CONTRACTOR shall maintain Business Auto Liability insurance at a limit of liability not less than \$500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy.
- F. **Waiver of Subrogation:** Except where prohibited by law, VENDOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the VENDOR shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners and

may be addressed:

c/o Community Services Department 810
Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

- F. **Right to Revise or Reject:** 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, coverage, or endorsements.

ARTICLE 9 INDEMNIFICATION

VENDOR shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and 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 VENDOR.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 WARRANTIES AND LICENSING REQUIREMENTS

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

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

The VENDOR represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the VENDOR without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The VENDOR shall comply with all legal criminal history record check regulations required for the population they serve. VENDOR will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. VENDOR may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the VENDOR.

ARTICLE 12 PERSONNEL

The VENDOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the VENDOR'S key personnel, or any personnel turnover which could adversely impact the VENDOR'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. VENDOR shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

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

The VENDOR further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

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

ARTICLE 13 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the VENDOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the VENDOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the VENDOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the VENDOR retaliate against any person for reporting instances of such discrimination. The VENDOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. VENDOR shall include this language in its subcontracts.

ARTICLE 14 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. Notwithstanding the foregoing, in no event, whether in connection with any claim or type of damage (whether in contract or in tort and including, without limitation, for breach of warranty, negligence and strict liability in tort) or otherwise, will either party be liable to the other party for incidental, consequential, indirect, special or punitive damages of any kind, or for loss of data, loss of revenue, or loss of business arising out of or in connection with the performance or non-performance of this agreement, regardless of whether such party has been advised of the possibility of such damages.

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 VENDOR.

ARTICLE 15 VENDOR'S PROGRAMMATIC REQUIREMENTS

VENDOR agrees to fully comply with all of the VENDOR's Programmatic Requirements contained in EXHIBIT C, attached hereto and incorporated herein by reference.

ARTICLE 16 CONFLICT OF INTEREST

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

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

ARTICLE 17 DRUG-FREE WORKPLACE

The VENDOR shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the VENDOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the VENDOR of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the

workplace no later than five (5) days after such conviction or plea.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 18 AMERICANS WITH DISABILITIES ACT (ADA)

The VENDOR shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 19 INDEPENDENT CONTRACTOR RELATIONSHIP

The VENDOR 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 VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the VENDOR'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 VENDOR does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Contract.

ARTICLE 20 CONTINGENT FEES

The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR 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 VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, and subcontractors 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 22 EXCUSABLE DELAYS

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

Upon the VENDOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the VENDOR'S failure to perform was without it or its subcontractor's 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 23 ARREARS

The VENDOR 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 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The VENDOR 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. The CONTRACTOR agrees that copies of any and all , documentation, reports, schedules, graphs, outlines, books, manuals, logs, files, photographs, videos, tape recordings and any other data entered into the Portal by the COUNTY relating to the Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the CONTRACTOR, and wherever located shall be the property of the COUNTY.

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 VENDOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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 in Palm Beach County Code, Section 2-421 – 2- 440 as amended.

ARTICLE 25 TERMINATION

This Contract may be terminated by the VENDOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the VENDOR or without cause upon ten (10) business days written notice to the VENDOR. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receiving a written notice in accordance with this Article (each such notice, a "Termination Notice"), except as otherwise directed by the COUNTY, in writing, the VENDOR shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

ARTICLE 26 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 27 NOTICES

All notices required in this Contract shall be sent by overnight mail with a nationally recognized courier, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the VENDOR, shall be mailed to:

Intend, Inc. d/b/a Tangelo
550 West Merrill St., Suite 100
Birmingham, MI 48009
Attention: Jeremy C. Cooley

With a copy (which shall not be deemed as notice) to:

Kostopoulos Rodriguez, PLLC
550 West Merrill St., Suite 100
Birmingham, MI 48009

Attention: K. Dino Kostopoulos

And

1441 E Fletcher Ave
Tampa, FL 33612

ARTICLE 28 STANDARDS OF CONDUCT FOR EMPLOYEES

The VENDOR must establish safeguards to prevent employees, agencies or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective VENDOR official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The VENDOR shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-VENDOR who are working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 29 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, subagencies and VENDOR who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the VENDOR certifies that it, its affiliates, suppliers, subcontractors and VENDOR 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 section 215.473, Florida Statutes, 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 VENDOR, 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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the VENDOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the VENDOR shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The VENDOR 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 VENDOR 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 VENDOR does not transfer the records to the public VENDOR.
- D. Upon completion of the Contract the VENDOR shall transfer, at no cost to the COUNTY, all public records in possession of the VENDOR unless notified by COUNTY'S representative/liaison, 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 VENDOR transfers all public records to the COUNTY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically by the VENDOR 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 VENDOR 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. VENDOR acknowledges that it has familiarized itself with the requirements

of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561- 355-6680.

ARTICLE 31 CRIMINAL HISTORY RECORDS CHECK

The VENDOR, VENDOR'S employees, subcontractors of VENDOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013- 1470 and R2015-0572, as amended. The VENDOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the VENDOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the VENDOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The VENDOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the VENDOR or its subcontractor(s) terminates an employee who has been issued a badge, the VENDOR must notify the COUNTY within two (2) hours. At the time of termination, the VENDOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the VENDOR if the VENDOR 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated VENDOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 32 ACCESS AND AUDITS; PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Vendor's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the VENDOR, 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 interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 33 AUTHORITY TO PRACTICE

The VENDOR 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 34 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 VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the VENDOR authorized to use the COUNTY’S Tax Exemption Number in securing such materials.

The VENDOR 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 35 E-VERIFY - EMPLOYMENT ELIGIBILITY

VENDOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of VENDOR’S subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

VENDOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. VENDOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period. COUNTY shall terminate this Contract if it has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that VENDOR’S subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify VENDOR to terminate its contract with the subcontractor and VENDOR shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above, VENDOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, VENDOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 36 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in

furtherance thereof, the **VENDOR** certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 37 HUMAN TRAFFICKING AFFIDAVIT

VENDOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. **VENDOR** has executed **EXHIBIT D**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 38 COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The **COUNTY** may execute the Contract through electronic or manual means.

ARTICLE 39 ENTIRETY OF CONTRACTUAL CONTRACT

The **VENDOR** agrees that the scope of work and services has been developed from the **VENDOR'S** funding application and that the **COUNTY** expects performance by the **VENDOR** in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

The **COUNTY** and the **VENDOR** both further agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida
BOARD OF COUNTY
COMMISSIONERS

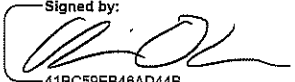
BY: _____
Deputy Clerk

BY: _____
Maria G Marino, Mayor

VENDOR:
Intend, Inc.

BY:

Signed by:



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Authorized Signature
chris o'conner

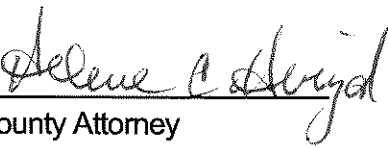
VENDOR'S Signatory Name Typed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY:

Initial

HCH



Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:

DocuSigned by:

Taruna Mallotra

1459E4101F1049C...

Department Director

EXHIBIT A

CONTRACT FOR PROVISION OF SERVICES SCOPE
OF WORK

VENDOR Name: Indeed, Inc. d/b/a Tangelo
Program Name: Palm Beach County SNAP Access Nutrition Security Project Program
Target Population: PBC-wide
Funding Priority: Economic Stability, Housing and Homelessness, etc.

This Statement of Work (SOW) details the specifications of the program, and constitutes an agreement between PBC and Tangelo on the deliverables, fees and timelines governing this program’s configuration, deployment, and measurement.

Tangelo has evaluated Palm Beach County’s desire to run a highly impactful SNAP Access Nutrition Security Project program pilot within a vulnerable, SNAP-EBT eligible cohort of their larger community base. Based on this evaluation, Tangelo has designed a digital SNAP Access Nutrition Security Project program with the following specifications:

Program Specifications:

Program Name	Palm Beach County SNAP Access Nutrition Security Project Program Pilot
Program Goals & Key Performance Metrics	<p>The program aims to achieve the following goals, with key performance metrics to indicate that goals have been met:</p> <p><u>Member Goals:</u> Improve diet quality & nutrition security among enrolled members, while incentivizing SNAP enrollment and improving health literacy.</p> <ul style="list-style-type: none">• 10% avg. diet quality improvement for program-completed members• 20% improvement in nutrition security for program-completed members• 100% enrolled members have SNAP or completed application• 80% overall program satisfaction for program-completed members• 75% of enrolled members engaged with SNAP-relevant content• 75% of booked MNT sessions are completed <p><u>Client Goals:</u> Position PBC as a thought-leader in government-sponsored food and nutrition programs.</p> <ul style="list-style-type: none">• 100% of program-allocated funds spent-down within 12 months• 1 x publication demonstrating impact on diet quality & nutrition insecurity• 1 x publication advocating for funding to expand program beyond pilot

Program Timeline	<p>Pending approval at the May board meeting, the program will be live and ready to receive referrals on or before 7/01/25 and will continue through 12/31/26. As the contract end date approaches, partial enrollments are allowable, however the delivery period ends December 31, 2026.</p>
Program Enrollment Goals and Term	<p>PBC has a goal of referring eligible members to reach an enrollment goal of 1,000 members, but failure to reach that goal will not constitute a breach of contract. There will be approximately 12 - 20 enrollment partners</p> <ul style="list-style-type: none">• Enrollment will commence on execution of contract with the goal of 1,000 members referred and enrolled within the first 180 days
Program Benefits	<p>Enrolled members will receive the following benefits:</p> <ol style="list-style-type: none">1. Monthly Grocery Benefit. A choice of:<ol style="list-style-type: none">a. Option A: 1 x large grocery box delivered every 4 weeks for 52 weeks (13 deliveries)b. Option B: 2 x medium grocery boxes delivered every 2 weeks for 52 weeks (26 deliveries)2. 4 x diet assessments (one every 3 months)3. 1 x 30-minute Medical Nutrition Therapy Session (<i>for those who opt in</i>)4. Digital Nutrition Education & Health Literacy5. SNAP enabled Digital Market with nutrition incentive (additional 30% purchasing power e.g. \$100 = \$130 of retail value) and waived delivery fees
Account Management	<p>Tangelo will provide PBC a dedicated Account Manager for the duration of this program.</p> <p>Account Managers are responsible for:</p> <ul style="list-style-type: none">• Coordinating meetings between Tangelo and PBC• Providing timely updates on program configuration, training, & activity• Delivering scheduled reports to PBC that show progress against goals• Troubleshooting issues if and when they arise• Planning and facilitating program expansion• Providing end-to-end onboarding and marketing support <p>In addition to a dedicated Account Manager, a member of Tangelo’s Account Operations team will be available via phone or email between 9 AM ET and 5 PM ET on business days for the duration of the program.</p> <p>Tangelo will provide PBC access to the reporting database that will include the following data points:</p> <ul style="list-style-type: none">• Client Name• Client Address• Client Demographics• Client date of birth• Client phone number and e-mail address• Client unique identifier• Client order history, including delivery date• Aggregated data on improvement

Member Acquisition & Referral Terms	<p>Program members will be acquired exclusively by PBC-approved Community-Based Organizations (CBOs). Tangelo will provide PBC, CBOs and their Case Managers with access to a dedicated Tangelo Portal to screen and refer members. All program referrals will be made through this portal by Case Managers. Case Managers will be responsible for pre-screening community members for eligibility, and entering new referrals into the Tangelo Portal by filling out the following information (*denotes required field).</p> <ul style="list-style-type: none">• Member First Name*• Member Last Name*• Member Mobile Phone Number*• Member Date of Birth*• Member Email• Member Delivery Address• Member Preferred Language*• Is The Member Currently Enrolled in SNAP EBT?*<ul style="list-style-type: none">◦ <i>If No, Then:</i> Has the Member Recently Applied for SNAP EBT?*• Is The Member a Resident of Palm Beach County?*• Is The Member Tech Enabled & Has Smartphone with Data Plan*• Does The Member Agree To Participate in the Program and Receive Program-Related Communications From Tangelo?* <p>Those who meet the eligibility rules defined in this agreement will be referred to Tangelo for enrollment into the program. Those who do not meet the eligibility rules will be logged and marked ineligible for the program.</p>
Case Manager Onboarding and Training	<p>Tangelo will provide PBC and CBOs training on the program and member acquisition and enrollment within 2-weeks of program launch. Ongoing training will be available as needed. Training will include, but is not limited to:</p> <ul style="list-style-type: none">• Details on program eligibility and benefits• How to refer members through the Tangelo Portal• How to handle member inquiries• Program FAQs <p>Case Managers will receive login instructions along with training, and</p>

	<p>will be able to begin enrolling new members on the program start date. In addition, Tangelo will provide PBC & CBOs resources for ongoing training for new hires, platform updates, and other scenarios where additional training is needed.</p>
Eligibility Rules	<p>Eligible members must meet the following criteria:</p> <ul style="list-style-type: none">• Member is currently enrolled in SNAP and has an active SNAP EBT Card <u>OR</u> Has recently applied for SNAP within the last 60 Days• <u>AND</u> is a Resident of Palm Beach County• <u>AND</u> is tech-enabled / has a smartphone with an active data plan.
Verification Rules	<p>Member eligibility will be verified in the following ways:</p> <ul style="list-style-type: none">• <i>Currently Enrolled in SNAP</i> → Case Manager will indicate this status when entering a member in the Tangelo Portal AND the member will be required to upload their SNAP EBT Card when the member completes program onboarding in the Tangelo App.• <i>Recently Applied for SNAP</i> → Case Manager will indicate this status when entering a member into the Tangelo Portal after a member has submitted their SNAP application online. Members are not required to provide any further verification when onboarding in the Tangelo App.• <i>Current Palm Beach County Resident</i> → Case Manager will indicate status when registering a new member in the Tangelo Portal.• <i>Tech-Enabled / Has a Smartphone with an Active Data Plan</i> → Case Manager will indicate this status is true when registering a new member in the Tangelo Portal.
Member Onboarding and Enrollment	<p>Following the submission of a new member in the Tangelo Portal, Tangelo's Care Coordination Team will contact the member within 1-business day instructing them to access the Tangelo App. Members may receive communications via SMS Text, Email, and/or Phone.</p> <p>When members login to the Tangelo App, they will be prompted to:</p> <ul style="list-style-type: none">• Complete their profile• If a member is identified by Case Manager as enrolled in SNAP, they will be required to upload their SNAP EBT Card in the Tangelo App.• Complete a diet assessment to measure their diet quality, understand their preferences and dietary restrictions, and prescribe an appropriate nutrition intervention.• Complete a food security screening.• Add/verify their delivery address <p>During this onboarding, members will be educated in the benefits, terms, and policies of the program.</p> <p>Upon completion of these steps, Tangelo will process and place the member's first order and the member will be counted as successfully</p>

	enrolled.
Diet Quality Measurement and Food Prescription	<p>Members will complete an initial diet quality assessment as part of their program onboarding and follow-up assessments as defined in the Program Benefits section. Our Diet ID image-based diet quality assessment is standardized, objective, and scientifically-validated, can be self-administered and completed in ~2 minutes, and is equivalent to a 90+ minute intake with a Registered Dietitian. The assessment measures a member’s nutrient levels in their diet and instantly calculates gaps in nutrients that contribute to chronic disease(s); ingests member’s chronic conditions, allergies, dietary restrictions, culinary preferences, and additional health risk factors; and generates a diet quality measurement score and personalized prescription of foods members should eat to improve their health. Follow-up assessments taken by a member throughout the program will measure changes to member’s diet quality and additional health indicators, quantifying the impact the program is having on member’s health. In addition to measuring diet quality, additional screening questions for this program include:</p> <ul style="list-style-type: none">• Nutrition and Food Insecurity Screening: The assessment will include the 2-item Nutrition Security Screener (NSS) developed to screen for access to healthy, nutritious foods that support well-being and prevent disease, complementing traditional food security measures. It will also include the validated 2-question Hunger Vital Sign Survey (HSV) developed to measure food insecurity in clinical settings and derived from the USDA’s Household Food Insecurity Screening Module.
Food Benefit Configuration and Order Policies	<p>Members who choose option A will receive one (1) grocery box every 4 weeks for 52 weeks. Those who choose option B will receive one (1) grocery box every 2 weeks for 52 weeks. Within each option members can select from 4 culturally-relevant grocery boxes. For members with limited mobility and/or cooking aptitude a box of 10 healthy prepared meals will be available as a redeemable benefit.</p> <p>Grocery boxes will consist of in season fresh produce and shelf-stable items. Orders are auto-placed on the aforementioned schedule; Members will be notified before their next order ships to update their order details</p>

	<p>before a specified cutoff time. Order details that can be edited include:</p> <ul style="list-style-type: none">• Grocery Box Selection• Delivery Address• Delivery Instructions <p>Order cutoff times are available to members in the Tangelo App. (Order changes requested after the cutoff time may not be honored.) Members can also skip an order before the cutoff time. A skipped order will not be delivered to the member in the originally scheduled cadence; instead, a skipped order will be subject to:</p> <ul style="list-style-type: none">• <u>Replenishing Skipped Order Policy</u>: If a member chooses to skip an order, then a new order will be generated and appended to the benefit's sequence of deliveries. <i>Example: Member skips order 3 in a 12-delivery benefit; a 13th order is generated and placed at the end of the member's delivery sequence.</i> Members can receive skipped orders up to 3 months following the expected final delivery of their final program food benefit order. Skipped order deliveries will not be made outside of this window. <i>Example: Members are on a 12-order benefit with deliveries every 30 days. The expected 12th delivery of that benefit is in July. If the member skips any orders during their benefit, those skipped orders can be delivered up until the end of October.</i>
<p>Delivery Configuration and Order Replacement Policies</p>	<p>Deliveries will be made by Tangelo or Tangelo-contracted delivery partners. Members will be informed via the Tangelo App of an expected delivery date when their delivery will arrive. Deliveries will be made within 48-72 hours of order. Confirmation of delivery will be documented in the customer's account profile. Deliveries will will adhere to the following policy:</p> <ul style="list-style-type: none">• <u>Delivery Area Restriction Policy</u>: Deliveries in the program will not be made to addresses located outside of Palm Beach County, as per the eligibility requirements of this program. Enrolled members will be notified of this restriction if they request deliveries be made outside of this area. <p>Tangelo will maintain an overall Delivery Failure Rate of <1%, where a delivery failure is defined as an order that meets any one of these conditions:</p> <ul style="list-style-type: none">• Order items are spoiled or damaged• Order has been mis-picked / contains wrong items• Order did not arrive at member location <p>Members can report issues through the Tangelo App or by calling Tangelo's customer support line. In the case that a delivery failure is reported by a member within 48 hours of an order's delivery date, Tangelo will internally process a replacement for that member's order within 1 business day and cover the cost of that order. This rule is subject to the following:</p> <ul style="list-style-type: none">• <u>Wrong Address Policy</u>: If the delivery failure type is "Order Did Not Arrive," and Tangelo confirms that the member has provided the wrong address, then Tangelo will maintain a policy of not

	<p>replacing that member's order. PBC can elect to pay for this order replacement if they choose, and will be billed for the replacement order upon delivery.</p> <ul style="list-style-type: none">• <u>Stolen Order Policy</u>: If a delivery failure type is “Order Was Stolen”, Tangelo will honor 1 replacement order for that member. Tangelo will not honor subsequent replacement orders for stolen orders. PBC can elect to pay for subsequent replacement orders beyond the first, and will be billed accordingly for replacement order upon delivery.
Digital Nutrition Education	<p>Enrolled members will have access to nutrition education through the Tangelo App. Content will be tailored to member profiles and based on ongoing assessment results, taking into consideration chronic conditions, experience with cooking healthy foods, cultural preferences, and social determinants.</p> <p>Content can include, but is not limited to:</p> <ul style="list-style-type: none">• Condition-Tailored, Culturally-Appropriate Nutrition Education• Daily Tips to Stay on Track• Healthy Shopping and Budget Management• Meal Planning and Cooking Lessons <p>In addition, enrolled members will have access to SNAP content, including:</p> <ul style="list-style-type: none">• How to Use SNAP EBT• Why It’s Important and the Benefits of Using SNAP EBT• How SNAP Eligibility Works and How to Stay Current• Resources If You Become SNAP Ineligible <p>Tangelo will engage members dynamically to drive adherence to the program, improve nutrition literacy and encourage additional SNAP or debit/credit card purchases.</p>
SNAP-EBT Enabled Digital Market	<p>Enrolled members will have access to Tangelo's SNAP-EBT-enabled Digital Market with a 30% Nutrition Incentive in the Tangelo App for the duration they are enrolled in the program. Grocery Boxes in the Tangelo App’s Market will be made available to members when making purchases with their SNAP EBT Card or Debit / Credit Card. A 30% Nutrition Incentive funded by Tangelo will be applied on all purchases in the Market. <i>Example: If a member spends \$100 with their SNAP EBT Card in the Tangelo Market, they can afford to buy \$130 worth of healthy groceries with a 30% Tangelo-covered Nutrition Incentive applied to their order and no additional delivery costs.</i> Tangelo will proactively engage and encourage members to spend their SNAP EBT in the Tangelo Market throughout the course of the program.</p>
Nutrition Counseling Services	<p>Enrolled members will have access to one (1) optional Medical Nutrition Therapy (MNT) Telehealth session. PBC will utilize local RDs for these services and use Tangelo to promote the nutrition counseling services and track session outcomes. The workflow will be as follows:</p> <ul style="list-style-type: none">• PBC recommended RDs will be granted Tangelo portal access to

	<p>view diet assessment results prior to their session with beneficiary</p> <ul style="list-style-type: none">• Booking instructions (participating RDs, address and contact info) will be provided in the Tangelo app• Beneficiary calls their preferred RD to schedule appointment• RD enters patient notes in Tangelo portal once session is completed
Member Program Completion	<p>Program completion for members occurs when a member has had all available orders within their food benefit delivered. Following completion of the program, additional benefits of the program will expire.</p> <p>Per PBC approval, members will maintain access to <u>Basic Features</u> in the Tangelo App, including:</p> <ul style="list-style-type: none">• Online SNAP-EBT Market (w/o Nutrition Incentive)• Ongoing Diet Quality Assessments• Basic Nutrition Education
Member Program Cancellation and Policies	<p>Members or PBC can request to cancel a program for a member by contacting Tangelo Customer Support. All cancellations will be processed with a reason code for the cancellation. Requested cancellations will be honored within 3 business days. When a cancellation is processed, a member’s account on Tangelo will be subject to the following Policies:</p> <ul style="list-style-type: none">• <u>Member Program Cancellation Policy</u>: A member who has canceled their program will receive no additional orders in their program’s food benefit. If an order is in progress when a program cancellation has been requested, the order will be delivered to the member, unless the member or PBC requests it not be delivered. PBC will be charged for the order if delivered. In addition, members will no longer have access to additional program benefits and services. Any additional program benefits or services that are in-progress will be delivered to the member, unless the member or PBC requests it be canceled. PBC will be charged for the benefit’s service if performed. Members with canceled programs will maintain access to Basic Features in the Tangelo App.
Marketing Services	<p>Tangelo will provide the following collateral for PBC and CBOs to market the program in their community:</p> <ul style="list-style-type: none">• 1 x Co-Branded Program Flier• 1 x Co-Branded Program Poster• 1 x Co-Branded Social-Post• 1 x Co-Branded Email Template <p>Collateral will be approved by both PBC and Tangelo before it is published. PBC agrees to review any collateral within 3 business days of receipt. Tangelo will provide files in relevant formats. PBC will be responsible for printing and distributing materials to CBOs.</p>

	<p>In addition, PBC will provide its branding to Tangelo for inclusion in marketing materials, as well as the for in-app branding and in-box branded flyers for deliveries to members.</p> <p>In addition, PBC and Tangelo agree to publish a joint press release to announce the program highlighting the innovative nature of the nutrition intervention program and engage with media outlets providing statements to emphasize the impact of measuring diet quality and supporting SNAP EBT access and purchasing in the local community. The press release will be drafted by Tangelo, and approved with feedback and changes from PBC.</p> <p>In addition, PBC and Tangelo agree to pre-emptively allow each organization to promote the program at relevant conferences and events, as long as each organization provides 30 day notice and/or receives express permission from the counterparty in email.</p>
Member Support Services	<p>Tangelo will be responsible for handling all member inquiries. Enrolled members will have access to in-app chat support with Tangelo Care Coordinators and self-directed help content in the Tangelo App. Members can also call Tangelo through a customer support phone line. Up-to-date support business hours will always be posted in-app for members to be informed. Member support is subject to support-specific Service Level Agreements (SLAs) defined in the Service Level Agreements section.</p>
Referral Partner Support Services	<p>PBC and CBOs using the Tangelo Portal to refer eligible members into the program will have access to chat support through their Tangelo Portal account. Up-to-date support business hours will be made available to PBC and CBOs during training. Referral partner support is subject to specific SLAs as defined in the Service Level Agreements section.</p>
Local Food Value Chain	<p>Tangelo will provide reporting on the percentage of product sourced from local growers and producers with the goal of achieving 35% from Florida with a 25% target from Palm Beach County (<i>this % will vary by season and be predicated on the variety in the grocery box as the degree of cultural relevance impacts the availability of local sources</i>)</p> <p>PBC can refer new farm partners to the Tangelo fulfillment department both pre and post launch. Fulfillment will initiate them into Tangelo’s vendor onboarding process which considers their certifications, quality, variety, price and other variables. Approved growers will be integrated into the program.</p>
Program Reporting	<p>In addition to database access listed under Account Management, Tangelo will provide PBC with a program report, which will be updated with current data on a monthly basis. This report available in CSV format will include:</p> <ul style="list-style-type: none">• Total program enrolled members<ul style="list-style-type: none">◦ Total enrolled with SNAP vs. applied for SNAP• Average diet quality score

	<ul style="list-style-type: none">○ Breakdown on diet quality by demographic○ Diet quality change over course of program○ Average BMI change / weight loss, by demographic● Nutrition and food insecurity screening results● Total number of orders delivered<ul style="list-style-type: none">○ Total number of orders delivered by grocery box type○ Total number of delivery failures○ Total number of replacement orders with issue types● Total program cancellations● Total program completions● Total number of Tangelo Marketplace orders● Total amount of discretionary SNAP spending● Total amount of nutrition incentive applied to purchases● Total engagements in education content● Total MNT sessions completed● Average program satisfaction● Average delivery experience satisfaction
Program Outcomes Publication(s)	<p>Tangelo will produce several pieces of publishable collateral that demonstrate the success of the program, which will be approved by PBC before release.</p> <ul style="list-style-type: none">● <u>Case Study</u>: Tangelo will create and publish a case study demonstrating the impact of the program on diet quality, nutrition insecurity, and SNAP engagement. Tangelo and PBC will jointly publicize this case study.● <u>Funding Advocacy Material</u>: Tangelo will create 1-piece of advocacy material that PBC can use to advocate for funds to run additional programs beyond the pilot. The material produced can include: blog post, media article, 1-pager, or proposal as mutually agreed upon by Tangelo and PBC.● <u>IRB-Approved Study (Optional)</u>: PBC can elect to run an IRB-approved research study on the program’s impact. If interested, PBC will notify Tangelo within 60 days of program launch, and an addendum will be made to this Statement of Work.
Service Level Agreements	<p>Tangelo will maintain excellent service to PBC, its members and partnered CBOs. Tangelo’s SLA’s are comprised of:</p> <ul style="list-style-type: none">● Tangelo App Chat Support: Agent availability from 10 AM ET to 10 PM ET 7 days a week; Self-Help Support available 24/7, 365 days a year.● Tangelo Portal Chat Support: Agent availability from 10 AM ET to 10 PM ET 7 days a week; Self-Help Support available 24/7, 365 days a year.● Phone Support: Agents are available via phone weekdays M-F between 10 AM ET to 10 PM ET.● Response Time: Initial response to member inquiries within 2 hours during business hours.● Platform Uptime and Availability: 99.9% system uptime monthly guaranteed, excluding scheduled maintenance times.● Processing speed: Tangelo’s user interface will load within 3 seconds under standard conditions.

Standards and Testing	Tangelo will adhere to industry best practices and standards for software configuration and security. This includes following standardized coding practices and conducting comprehensive testing, including unit testing, integration testing, and user acceptance testing.
Confidentiality and Security Requirements	Confidentiality and security requirements will be strictly enforced to protect sensitive data shared between Tangelo and PBC. This includes implementing security protocols for data transmission, restricting access to authorized personnel only, and regularly auditing and monitoring systems for potential security breaches. Tangelo maintains both SOC 2 and HIPAA compliance for data security and privacy.
Legal and Regulatory Compliance	Tangelo will ensure compliance with all relevant legal and regulatory requirements, including but not limited to HIPAA and SOC 2 compliance, as well as any state-specific regulations related to the handling of personal and healthcare data. Regular audits and assessments will be conducted to verify compliance and address any identified gaps or issues promptly.
Change Control Procedure	A mutually-agreed-upon change control procedure will be established to manage changes to the project scope, timeline, deliverables, or expected operations. All changes will be documented in email between the Account Manager at Tangelo and Program Lead at PBC, and an updated deliverables timeline will be appended to this email reflecting any and all changes, and counterparties will be responsible for communicating approved changes to relevant stakeholders. If a specific change warrants an update to this agreement, an addendum to this agreement will be drafted by Tangelo, approved and countersigned by PBC and Tangelo, and appended to this agreement.

Summary of Responsibilities

This section provides a summary review of responsibilities shared between Tangelo and PBC.

Tangelo Responsibilities

Program Configuration and Deployment

- Design & configure SNAP Access Nutrition Security Project program according to agreed upon specifications.
- Launch program and ensure it is ready to receive referrals by the agreed date

Account Management

- Provide a dedicated Account Manager to coordinate with PBC.
- Offer timely updates on program configuration, training, and activity.
- Deliver scheduled progress reports against program goals.
- Troubleshoot and resolve issues as they arise.
- Plan and facilitate potential program expansion.

Training and Onboarding

- Conduct training sessions for PBC and Community-Based Organizations (CBOs) on program eligibility, benefits, and member enrollment.

- Setup accounts for Case Managers and provide login instructions & training materials.

Member Support Services

- Offer in-app chat support, phone support, and self-directed help content for enrolled members.
- Maintain up-to-date support for business hours and SLAs.

Enrollment Partner Support Services

- Provide chat support through the Tangelo Portal for PBC and CBOs.
- Ensure availability of support during defined business hours and SLAs.

Program Benefits Delivery

- Deliver healthy grocery boxes to enrolled members as per the program schedule.
- Conduct diet quality assessments and nutrition insecurity screenings.
- Offer Medical Nutrition Therapy (MNT) Telehealth sessions.
- Provide access to SNAP-EBT-enabled Digital Market with 20% nutrition incentive.

Program Reporting and Dashboard

- Deliver updated program reporting on a monthly basis.
- Include metrics: total enrolled members, diet quality scores, & engagement statistics.

Marketing Collateral Services

- Create & provide co-branded marketing materials including flyers, posters, and email templates.
- Draft joint press release.
- Ensure all collateral is approved by both PBC and Tangelo before publication.

Compliance and Security

- Adhere to industry best practices for software configuration, data integration, & security.
- Maintain HIPAA compliance and ensure confidentiality and security of sensitive data.

Program Outcomes Publication

- Produce agreed-upon collateral demonstrating the success of the program.
- Ensure PBC signs off on collateral prior to publication.

Change Control Procedure

- Document and manage any changes to the project scope, timeline, or deliverables through email communication with PBC.

PBC Responsibilities

Member Enrollment and Acquisition

- Ensure CBO pre-screen and refer eligible members through the Tangelo Portal.

Program Management

- Collaborate with Tangelo's Account Manager for regular updates and progress reviews.
- Communicate any program-related changes to relevant stakeholders.

Training Participation

- Ensure attendance of PBC and CBO staff in training sessions conducted by Tangelo.
- Disseminate training materials and ensure CBOs are prepared for member enrollment.

Marketing and Promotion

- Distribute approved marketing materials to community members and CBOs.
- Provide branding assets to Tangelo to include in marketing materials & in-app branding.

Member Support Services

- Ensure that CBOs are aware of and utilize the Tangelo Portal support services.

Compliance and Reporting

- Ensure all member information entered into Tangelo Portal is accurate & meets eligibility criteria.
- Participate in program reporting and provide feedback to Tangelo for continuous improvement.

Program Outcomes Publication

- Approve collateral produced by Tangelo around program outcomes and success.
- Publicize and promote collateral.

Change Control Procedure

- Work with Tangelo’s Account Manager to document and approve any changes to the project scope, timeline, or deliverables.

Launch Timeline

Tangelo and Palm Beach County will commit to a 7-week launch timeline, with the following milestones.

Phase 1: 05/12/25-05/23/25

- Project Kickoff Meeting with Tangelo & PBC stakeholders to review project plan.
- Tangelo will begin configuring the program on the platform according to program specifications.
- Tangelo will begin developing marketing collateral for the program.

Phase 2: 05/26/25-05/30/25

- Tangelo will deliver marketing materials for PBC feedback; will iterate & produce a final version.
- PBC will submit names and primary contacts of CBOs participating in the program to Tangelo.
- PBC will send an invite to CBO for a training session scheduled for Week 4.

Phase 3: 06/02/25-06/20/25

- Tangelo will deliver a program demo to PBC for feedback; will iterate & produce a final version.
- Tangelo will deliver a training guide for CBOs to PBC for feedback; will iterate & produce a final.
- Tangelo will conduct a final full system test for quality assurance.

Phase 4: 06/23/25-06/27/25

- Tangelo will conduct training session(s) with PBC & CBOs.
- Tangelo will create CBO accounts and provide access to case managers.
- Tangelo and PBC will publish a joint press release; and both PBC & CBOs will begin marketing.

Go Live: 07/01/25

- Palm Beach County SNAP Access Nutrition Security Project Program Pilot will launch and begin accepting referrals.

EXHIBIT B

CONTRACT FOR PROVISION OF SERVICES
SCHEDULE OF PAYMENT

Service Costs and Payment Schedule

This section details the agreed upon costs of services charged by Tangelo and the payment schedule and terms agreed upon by PBC.

Cost Breakdown

Program Configuration and Implementation.....	<i>Fees Waived</i>
Diet Quality Assessment (w/ Nutrition Insecurity Screening) and Food Prescription.....	<i>Fees Waived</i>
Nutrition Incentive in SNAP EBT-enabled digital market.....	<i>Fees Waived</i>
Condition-Tailored, Culturally-Appropriate Grocery Box with Delivery.....	\$100 per month
Program Administration.....	\$16.67 PEMPM ¹

Cost Calculations For Program Benefits

Grocery Box with Delivery Per Enrolled Member.....	\$100 per month x 12 months \$1,200.00
Program Administration Per Enrolled Member.....	\$16.67 per month x 12 months \$200.04
Cost Per Member	\$1,400.04
Est. Program Cost (12 months @ max enrollment).....	\$1,400,040

** not to exceed **

Payment Schedule

Monthly Invoices: Invoices will be issued monthly. Invoice will include two line items and will be accompanied by proof of delivery of food boxes

1. Total number of food benefits delivered * food benefit cost (e.g. \$50 or \$100)
2. Total number of members active who received delivery for the month * \$16.67

Payment Terms: PBC agrees to pay Tangelo outstanding balances on invoices net 30 days from receipt of an invoice.

¹ PEMPM = Per Enrolled Member Per Month

EXHIBIT C

VENDOR'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The VENDOR agrees to specific programmatic requirements, including but not limited to, the following.

1. VENDOR shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one VENDOR fiscal year, and have provided services for at least six months.
2. VENDOR shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
3. VENDOR shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
4. VENDOR shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.
5. VENDOR shall provide access to reporting database to COUNTY in order for COUNTY to run ad hoc reports and/or dashboards
6. VENDOR agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.
7. VENDOR shall comply with applicable state and federal licensure and guidelines relevant to services delivered within this service category.
8. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
9. VENDOR will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
 - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - A tracking component so that VENDOR or the County can verify employee compliance. VENDOR will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.

10. Security and Confidentiality.

- i) General Requirements. Vendor shall implement and maintain appropriate safeguards to (a) ensure the security and confidentiality of client information; (b) protect against any anticipated threats or hazards to the security or integrity of client information; and, (c) protect against unauthorized access to or use of client information information that could cause harm or inconvenience to Palm Beach County **Community Services Department (CSD)** or any customer of CSD,
 - (a) Right of Audit by CSD. Without limiting any other rights of CSD herein, CSD shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include CSD's right, at its own expense and without notice, to perform (or have performed) an on-site audit of the Vendor's privacy and security controls. In lieu of such an audit, CSD may require Vendor to complete, within thirty (30) days of receipt, an audit questionnaire provided by **CSD** regarding Vendor's privacy and security programs.
 - (b) Audit Findings. Vendor shall implement any required safeguards identified by CSD or any audit of Vendor's privacy and security controls.
- ii) Use of CSD's Systems. Where Vendor or Vendor Staff have access to **CSD's** systems or technology provided by or through **CSD**, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.
- iii) Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing CSD Confidential Information using a strong cryptographic protocol consistent with industry standards.
- iv) Data Storage. Except as permitted in writing by CSD or designee, Vendor and Vendor Staff shall not store **CSD** confidential information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- v) Data Export. Except as permitted in writing by **CSD** or designee, Vendor and Vendor Staff are prohibited from (a) performing any Services outside of the United States; or (b) sending, transmitting, or accessing any **CSD** confidential information outside of the United States.
- vi) Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which **CSD** confidential information is located or housed shall be reasonably secure. Within such facilities, all printed materials containing **CSD** confidential information should be locked in a secure office, file cabinet, or desk (except when materials are being used).
- vii) Labeling of Confidential Data. Any documents or electronic files created by Vendor or Vendor Staff that contain **CSD** confidential data must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the data is confidential.
- viii) Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of CSD confidential information unless there is a business need.
- ix) Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing CSD confidential information via mail, parcel delivery service, or other means, Vendor Staff must subsequently verify that the intended parties have received such materials.
- x) Disposal of Confidential Information. The disposal of all printed materials containing **CSD** confidential information must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
- xi) Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any **CSD** confidential information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to **CSD** confidential information to Vendor Staff who will perform Services. Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to **CSD** confidential information of the provisions of this Agreement and shall be responsible for any acts of those individuals and

entities that violate such provisions.

- xii) Unauthorized Disclosure of Confidential Information. Vendor will notify **CSD** as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of **CSD** confidential information of which it becomes aware and will promptly cooperate in remedying such situation. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of **CSD**. Vendor shall disclose to **CSD** any breach of the security of the system as soon as practicable, but no later than thirty (30) days following the determination of the breach of security or reason to believe the breach occurred.
- xiii) Return of Confidential Information. During the term of this Agreement, upon **CSD** written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to **CSD** all copies, whether in written, electronic or other form or media, of **CSD** confidential information in its possession, or securely dispose of all such copies, and certify in writing to **CSD** that **CSD** confidential information has been returned to **CSD** or disposed of securely.
- xiv) Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform **CSD** in writing of such inability, and such inability on Vendor's part will serve as justification for **CSD**' termination of this Agreement, at **CSD**'s sole election, at any time after the inability becomes known to **CSD**.
- xv) Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to **CSD** and **CSD**'s customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, **CSD** may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of **CSD** the immediate termination, without penalty to **CSD**, of this Agreement in whole or in part.
- xvi) Subcontractors. Except as permitted in writing by **CSD** or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to **CSD** confidential information in connection with this Agreement.

EXHIBIT D
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of INTERD, INC. (BA TANGELO) (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature] CHRIS O'CONNOR CFO
(signature of officer or representative) (printed name and title of officer or representative)

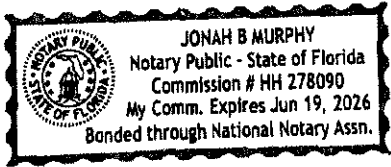
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 14th day of April 2025, by Chris O'Connor.

Personally known ☒ OR produced identification ☐.

Type of identification produced FL. D.L.

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2025

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 have ADDITIONAL INSURED provisions or 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 The Baldwin Group Specialty Solutions, LLC 114 E 25th St, Floor 4 New York, New York, 10010	CONTACT NAME: PHONE (A/C No. Ext): 646-854-1058 FAX (A/C No): E-MAIL ADDRESS: cot@foundersshield.com INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins Co (Hartford) NAIC # 30104 INSURER B : Travelers Cas & Sur of Amer 31194 INSURER C : At-Bay Specialty Insurance Company INSURER D : Scottsdale Insurance Co 41297 INSURER E : Scottsdale Indemnity Co 15580 INSURER F :
INSURED Intend, Inc. 550 W Merrill St., Ste. 100 Birmingham, Michigan, 48009	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10 SBM AJ2TKP	11/04/2024	11/04/2025	EACH OCCURRENCE \$1,000,000.00			
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00									
	MED EXP (Any one person) \$10,000.00									
	PERSONAL & ADV INJURY \$1,000,000.00									
	GENERAL AGGREGATE \$2,000,000.00									
	PRODUCTS - COMP/OP AGG \$2,000,000.00									
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	10 SBM AJ2TKP	11/04/2024	11/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00			
	BODILY INJURY (Per person)									
	BODILY INJURY (Per accident)									
	PROPERTY DAMAGE (Per accident)									
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>	10 SBM AJ2TKP	11/04/2024	11/04/2025	Each occurrence \$5,000,000.00			
	Aggregate \$5,000,000.00									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYP ROPRIETOR/PARTNER/EXECUTIV Y/N OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE			
B A C	Crime						108126045	09/13/2024	09/13/2025	\$ 1,000,000 per occ \$1,000,000 in agg
	Employment Practices Liability Insurance						10 SBM AJ2TKP	11/04/2024	11/04/2025	\$ 25,000 per occ \$25,000 in agg
	Errors & Omissions,Cyber Liability,Media Liability						AB-6795749-01	11/04/2024	11/04/2025	\$ 5,000,000 per occ \$5,000,000 in agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are an additional insured under the general liability policy when required by written contract subject to the terms, conditions and exclusions of the policy.										

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners C/O Dept. of Community Services Attn: Contract Manager 810 Datura Street 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

ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Policy Number	
Insurer	Effective Date

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number:						Form Title Intend, Inc. - COI (Palm Beach)	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	Excess E&O/Cyber	01	01	EKS3548851	11/04/2024	11/04/2025	\$ 5,000,000 per occ \$5,000,000 in agg
E	Directors & Officers	01	01	EKI3566384	03/18/2025	03/18/2026	\$ 3,000,000 per occ \$3,000,000 in agg
E	Employment Practices Liability Insurance	01	01	EKI3566384	03/18/2025	03/18/2026	\$ 1,000,000 per occ \$1,000,000 in agg
		01	01				
		01	01				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2025

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 have ADDITIONAL INSURED provisions or 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 Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: Justworks Customer Success PHONE (A/C, No, Ext): (888) 534-1711 E-MAIL ADDRESS: support@justworks.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : American Zurich Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Justworks Employment Group LLC Alt. Emp: INTEND, INC. dba: Tangelo PO Box 7119 Church Street Station New York, NY 10008-7119	NAIC # 40142

COVERAGES CERTIFICATE NUMBER:24NY0171240657 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 00-94-236-08	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	01/01/2025	06/01/2025	Client# 132404-MI

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to:
INTEND, INC. dba: Tangelo
550 W Merrill Street Ste 100
Birmingham, MI 48009

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners C/O Dept. of Community Services Attn: Contract Manager 810 Datura Street West Palm Beach, FL 33401	CANCELLATION 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
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DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF PALM BEACH MS
St Johns

BEFORE ME, the undersigned authority, this day appeared
Christopher O'Connor by means of ☒ physical presence
OR ☐ online notarization hereinafter referred to as "Affiant," who being by me first
duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☒ an individual or
☒ the CFO of INTENP, INC.
(position—e.g., sole proprietor, president, partner, etc.) (name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.).
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 550 W MERRILL ST
SUITE 100, BIRMINGHAM, MI 48009

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

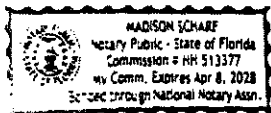
5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

CHLIS O'CONNOR
(Print Affiant Name) Affiant

The foregoing instrument was acknowledged before me by means of ☒ physical
presence OR ☐ online notarization this 25th day of April, 2025 by
Christopher O'Connor [] who is personally known to me or [x] who
has produced Drivers license as identification and who did
take an oath.



Madison Schare
Notary Public
Madison Schare
(Print Notary Name)
State of Florida at Large
My Commission Expires: April 8 2028

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

JEREMY STARR COOLEY 1010 SEMINOLE
DRV ART 205
FT, LAUDERDALE, FL 33304