

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENCY ITEM SUMMARY

Meeting Date: November 21, 2006 Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Community Services

Submitted For: Division of Senior Service

I. EXECUTIVE BRIEF

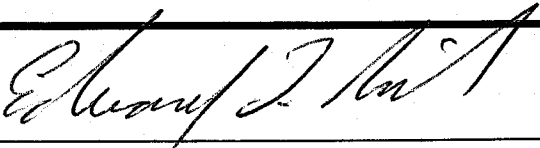
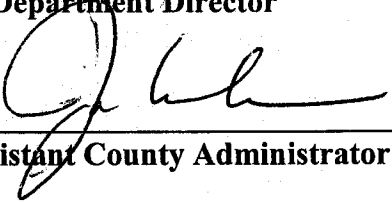
Motion and Title: Staff recommends motion to approve: Amendment #001 to the Consulting/Professional Services Contract with Bull Nutrition Services, Inc. (#R2005 2218 dated 11/15/05) which renews the contract for a one-year period in the not-to-exceed amount of \$17,280 to provide licensed Registered Dietitian Services for the Congregate and Home Delivered Meals program and updates certifications required by the State.

Summary: This amendment is the first of up to three renewable one-year terms that will allow Bull Nutrition Services, Inc. to continue to provide Licensed Registered Dietitian Services as required to insure compliance with the Older Americans' Act in the delivery of meals for the period of January 2, 2007 through December 31, 2007. The amendment also updates the required State certifications regarding lobbying, debarment, and auditing. The County will be billed on a monthly basis at a rate of \$40.00 per hour for an amount not to exceed \$17,280. This is the same rate as negotiated in the original contract. This service is funded under the Older Americans Act grant in the amount of \$15,552 (90%) and County matching funds of \$1,728 (10%). The County funds are included in the FY2007 budget and will be requested in the FY2008 budget. (DOSS) Countywide, except for portions of District 3, 4, 5 and 7 south of Hypoluxo Road. (TKF)

Background and Justification: The Older Americans' Act requires that a registered dietitian be on staff to provide a minimum of eight hours of consultation per month for the Congregate and Home Delivered Meals Program. Bull Nutrition Services has provided nutrition services to the elderly for more than five years and meets all applicable conditions as required by OAA.

Attachments:

1. Amendment #001 to Contract with Bull Nutrition Services, Inc.

Recommended By		11-8-2006
	Department Director	Date
Approved By		11-20-06
	Assistant County Administrator	Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$12,960	\$ 4,320	_____	_____	_____
External Revenue	(11,664)	(3,888)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 1,296	\$ 432	_____	_____	_____
#ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1007 Dept. 144 Unit 1458/1459 Object 3401
 Program: Var.

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

	C-1	C-2	<u>Total</u>
Federal Funds (90%)	\$12,753	\$2,799	\$15,552
County Funds (10%)	<u>1,417</u>	<u>311</u>	<u>1,728</u>
Totals	\$ 14,170	\$3,110	\$17,280

C. Departmental Fiscal Review: *LE*

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:
Edizaluk Chase 11-15-06
 OFMB/Budget Contract Development and Control
SS 11/14/06 *mm 11/09/06* *mm 11-17-06* *J. J. Jacoby 11/17/06* *to Jones 11/17/06*

B. Legal Sufficiency:
Assistant County Attorney 11/17/06

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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

AMENDMENT #001

AMENDMENT FOR CONSULTING/PROFESSIONAL SERVICES

This Amendment, made and entered into at West Palm Beach, Florida on this ____ day of _____, 2006 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and Bull Nutrition Services, Inc., hereinafter referred to as the CONSULTANT, a corporation authorized to do business in the State of Florida, whose address is **14 Ironwood Way N., Palm Beach Gardens, FL 33418.**

WITNESSETH:

WHEREAS, the need exists to amend the Contract in an amount not to exceed \$17,280 for the period January 2, 2007 through December 31, 2007. (Document R2005 2218).

- I. Exhibit "A" of the Contract is withdrawn in its entirety and replaced with a new Exhibit "A1 01/02/07".
- II. Attachment "I" is withdrawn in its entirety and replaced with a new Attachment "I1" Certification Regarding Lobbying.
- III. Attachment "II" is withdrawn in its entirety and replaced with a new Attachment "II 1" Certification Regarding Debarment, etc.
- IV. Attachment "III" is withdrawn in its entirety and replaced with a new Attachment "III 1" Audit Attachment.

OTHER PROVISIONS

All provisions of the Contract or Exhibits to the Contract in conflict with this first Amendment to the Contract for Consulting/Professional Services shall be and are hereby changed to conform this Amendment.

All provisions not in conflict with this Contract are still in effect and are to be performed at the same level as the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this 2 page Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

SHARON R BOCK, Clerk

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson Date

WITNESS:

By: *Joan C. Soscy*
Signature

JOAN C. SOSCY
Name (type or print)

CONSULTANT:

Bull Nutrition Services, Inc.

Company Name

Shalon Bull
Signature

Shalon Bull

Registered Dietitian

Date: 11/1/00

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND
CONDITIONS

By: *Edward L. Rich*
Edward L. Rich, Director

SCOPE OF WORK

NUTRITIONIST CONSULTANT

The Nutritionist Consultant under Contract with Palm Beach County Division of Senior Services will work a total of 36 hours per month subject to the availability of OAA grant funds.

Work includes:

Participate in semi-annual regional menu-planning meetings;

Review and approve menus for compliance with federal requirements established for the Older Americans Act Nutrition Programs identified in the DOEA Super Manual;

Approve menu substitutions for nutrient compliance;

Prepare monthly nutrition education handouts;

Monitor meal sites for compliance with sanitation, portion control and temperature requirements;

Monitor home delivered meal routes;

Assist with semi-annual vendor monitoring;

Nutrition counseling to program participants on request;

Prepare monthly reports.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

1. Each provider whose contract equals or exceeds \$25,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. The Area Agency cannot contract with providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification with each contract.
7. The Area Agency may rely upon a certification of a provider/ subcontractor that is not debarred, suspended, ineligible, or voluntarily exclude from contracting/subcontracting unless it knows that the certification is erroneous.
8. Signed certifications of all subcontractors shall be kept on file with provider.

Audit Attachment

The administration of funds awarded by the Area Agency to the provider and the subcontractors through contracts with the provider may be subject to audits and/or monitoring as described in this section by the Area Agency, and other authorized state personnel or federal personnel.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Area Agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency. In the event the Area Agency determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Area Agency to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller, Auditor General or federal personnel.

OTHER REQUIREMENTS

If the provider is a non profit organization, the Oath of Not for Profit Status form (EXHIBIT 2 of this attachment) must be completed and returned to the Area Agency with the signed contract.

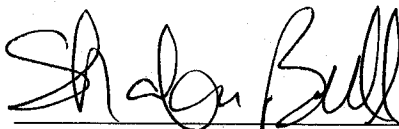
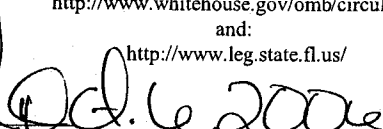
AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$300,000 or more in Federal awards in its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the Area Agency by this agreement, if any, are indicated in Section II. A. of the contract(s) of which this document is an attachment. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal funds received from the Area Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from provider resources obtained from other than Federal entities).
4. Information regarding audit requirements contained in OMB Circular A-133 and 215.97, Florida Statutes (F. S.), can be obtained from the following web-sites:

<http://www.whitehouse.gov/omb/circulars/>
and:
<http://www.leg.state.fl.us/>

Signature _____ Date _____

Shalon Bull
Name of Authorized Individual

Shalon Bull
d.b.a. Bull Nutrition Services, Inc..
14 Ironwood Way N, Palm Beach Gardens, FL 33418
Name of Address of Organization