

**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

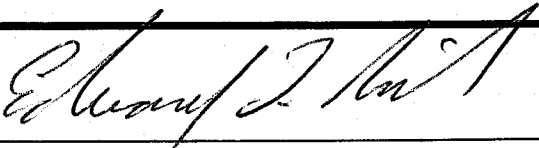
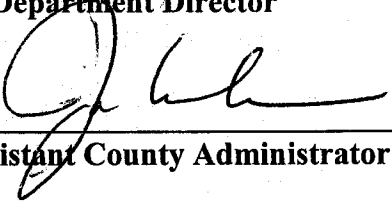
Motion and Title: Staff recommends motion to approve: Amendment #001 to the Consulting/Professional Services Contract with Bull Nutrition Services, Inc. (#R2005 2218 dated 11/15/05) which renews the contract for a one-year period in the not-to-exceed amount of \$17,280 to provide licensed Registered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

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

Edizaluk B. B. 11-15-06
OFMB/Budget
SS 11/14/06
Contract Development and Control
to Jones 11/17/06

B. Legal Sufficiency:

11/09/06
11/17/06
Assistant County Attorney

**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:

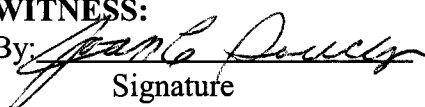
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

SHARON R BOCK, Clerk

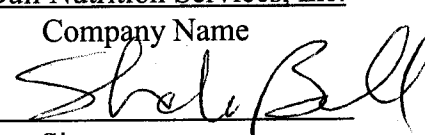
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson Date

WITNESS:

By: 
Signature
Joan C. Sovey
Name (type or print)

CONSULTANT:

Bull Nutrition Services, Inc.
Company Name

Signature

Sharon Bull

Registered Dietitian

Date: 11/1/00

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND
CONDITIONS

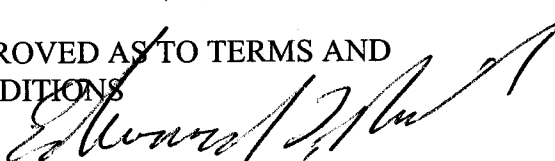
By: 
Edward L. Rich, Director

EXHIBIT "A1"

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.

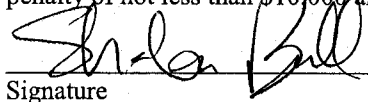
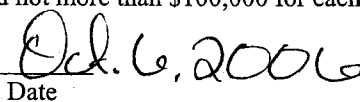
ATTACHMENT "I 1"

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 
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

DOEA Form 103, (Revised Jan 2001)

INSTRUCTIONS

ATTACHMENT "II 1"

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.

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

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February; 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Area Agency by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Shalon Bull Oct 6, 2006
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

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


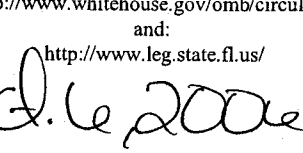
PART I: FEDERALLY FUNDED

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

Sharon Bull

Name of Authorized Individual

Sharon Bull

d.b.a. Bull Nutrition Services, Inc..

14 Ironwood Way N. Palm Beach Gardens, FL 33418

Name of Address of Organization



HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM

Print Date: 10/02/06

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285197790	from: 12:01 AM Standard Time on: 09/28/06 to: 12:01 AM Standard Time on: 09/28/07
Named Insured and Address			Program Administrator	
Bull Nutrition Services, Inc. 14 Ironwood Way Palm Beach Gardens, FL 33418-3713			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: Dietician Firm			Code: 80248	Insurance Provided by: American Casualty Co. of Reading, PA CNA Plaza 26S Chicago, IL 60685
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 6,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit				\$ 10,000 aggregate
Deposition Representation				\$ 10,000 aggregate
Assault	\$ 10,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid				\$ 2,500 aggregate
Damage to Property of Others	\$ 2,500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	none		
Fire & Water Legal Liability	none		
Personal Liability			none

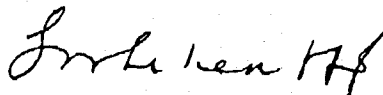
D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	\$1,000,000	each occurrence	\$1,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to			\$250,000 sub-limit
Personal Liability				none

Total Premium: \$ 275.00	QUESTIONS? CALL: 1-888-288-3534
Policy forms and endorsements attached at inception:	
G-121500-C G-121501-C G-145184-A G-147292-A G-144872-A G-123846-D09 G-121504-C G-123827-B G-141240-A GSL-6077	
Master Policy # 188711433	

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.


Chairman of the Board


Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:



**HEALTHCARE PROVIDERS
GENERAL LIABILITY COVERAGE PART ENDORSEMENT**

Additional Insured General Liability

In consideration of the premium paid, and subject to the General Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **GENERAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the "additional insured") is an insured under this Coverage Part but only as respects its liability arising out of **named insured's** operations, or premises owned by or rented by the **named insured** and solely to the extent that:

1. a **general liability claim** is made against the **named insured** and the additional insured; and
2. in any ensuing litigation arising out of such **claim**, the **named insured** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for an **occurrence** that is the direct liability of the additional insured.

Additional Insured:

Palm Beach County Board of County
Commissioners, A Political Sub
division of the State of Florida
a, Employees & Agents, FL 00000

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
01	0285197790

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
Bull Nutrition Services, Inc.	9/28/2006

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC#

1728233

DATE	LICENSE NO.	CONTROL NO.
05/27/2005	ND 3641	9342

The DIETITIAN/NUTRITIONIST
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: MAY 31, 2007

SHALON GOODWIN BULL

Shalon Bull

LICENSEE SIGNATURE

CDR

COMMISSION ON DIETETIC REGISTRATION
the credentialing agency for the
AMERICAN DIETETIC ASSOCIATION
120 South Riverside Plaza, Suite 2000, Chicago, IL 60606

The Commission on Dietetic Registration certifies that

Shalon M Bull

has successfully completed requirements for dietetic registration.

Registration Payment Period: 9/1/2006 - 8/31/2007

Signature
Registration ID. Number

873258

Registered Dietitian (RD)

Shalon M Bull
PhD, RD, LD, CD, FADA
Chair, Commission on Dietetic Registration

Florida DRIVER LICENSE CLASS E

The Sunshine State
LICENSE NUMBER
B400-787-73-566-0

SHALON GOODWIN BULL
14 IRONWOOD WAY
PALM BCH GARDENS, FL 33418

BIRTH DATE	SEX	HGT.	REST.	ENDORSE.
02-26-73	F	6-06	A	
ISSUED	EXPIRES	DUPLICATE		
02-21-02	02-26-08	00-00-00		

ORGAN DONOR

SAFE DRIVER

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



NATIONWIDE AUTO POLICY DECLARATIONS

Page 01 of 02

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Number:
77 09 N 637163

Issued:
AUG 09, 2006

Policyholder:
(Named Insured)
STEPHEN & SHALON
BULL
14 IRONWOOD WAY
NORTH
PALM BEACH GARDENS,
FL 33418-3713

Policy Period From:

SEP 09, 2006 to MAR 09, 2007 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy cancels at 12:01 a.m. at the address of the named insured stated herein.

INSURED VEHICLE(S) & SCHEDULE OF COVERAGES

1.	2002 MAZD MILLENIA	ID #JM1TA221121738737		Six Month Premium
	Coverages	Limits Of Liability		
	COMPREHENSIVE AND \$ 1,500 IN CUSTOMIZATION	ACTUAL CASH VALUE LESS \$ 250		\$ 45.00
	COLLISION AND \$ 1,500 IN CUSTOMIZATION	ACTUAL CASH VALUE LESS \$ 250		\$ 147.10
	PROPERTY DAMAGE LIABILITY	\$ 50,000 EACH OCCURRENCE		\$ 62.10
	BODILY INJURY LIABILITY	\$ 50,000 EACH PERSON		\$ 160.60
	UNINSURED MOTORISTS	\$ 100,000 EACH OCCURRENCE		\$ 71.60
	- BODILY INJURY	\$ 10,000 EACH PERSON		\$ 20,000 EACH OCCURRENCE
	PERSONAL INJURY PROTECTION	ENDORSEMENT 3289		\$ 114.40
		\$ 10,000 FULL COVERAGE	TOTAL	\$ 600.80
	VEHICLE ENDORSEMENTS 3219			
	LIENHOLDER-VYSTAR CTEDIT UNION	LIEN EXPIRES ON MAY 01, 2008		
2.	2002 HOND ACCORD V	ID #1HGCF866X2A082923		Six Month Premium
	Coverages	Limits Of Liability		
	COMPREHENSIVE AND \$ 1,500 IN CUSTOMIZATION	ACTUAL CASH VALUE LESS \$ 250		\$ 23.00
	COLLISION AND \$ 1,500 IN CUSTOMIZATION	ACTUAL CASH VALUE LESS \$ 250		\$ 92.80
	PROPERTY DAMAGE LIABILITY	\$ 50,000 EACH OCCURRENCE		\$ 59.80
	BODILY INJURY LIABILITY	\$ 50,000 EACH PERSON		\$ 153.80
	UNINSURED MOTORISTS	\$ 100,000 EACH OCCURRENCE		\$ 71.60
	- BODILY INJURY	\$ 10,000 EACH PERSON		\$ 20,000 EACH OCCURRENCE
	PERSONAL INJURY PROTECTION	ENDORSEMENT 3289		\$ 109.50
		\$ 10,000 FULL COVERAGE	TOTAL	\$ 510.50
	VEHICLE ENDORSEMENTS 3020			
	ADDITIONAL INTEREST EMPLOYER	PALM BEACH COUNTY		

October 3, 2006

To Whom It May Concern:

Bull Nutrition Services does not need to carry workers compensation insurance.

Sincerely,

A handwritten signature in cursive script that reads "Shalon Bull". The signature is written in black ink and is positioned above the printed name.

Shalon Bull