

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 5, 2008 (X) Consent ( ) Regular  
~~March 11, 2008~~ ( ) Ordinance ( ) Public Hearing

Department  
 Submitted By: Community Services  
 Submitted For: Division of Senior Services

**I. EXECUTIVE BRIEF**

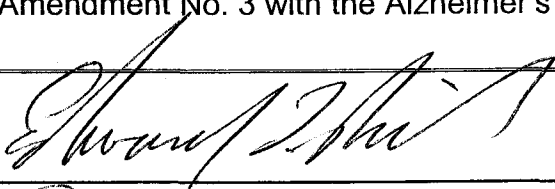
**Motion and Title:** Staff recommends motion to approve: Amendment No. 3 to the Use of Facilities Agreement with Alzheimer's Community Care, Inc. (ACC), (R99-1632D) effective January 1, 2008, with no fixed expiration date.


**Summary:** The ACC currently provides a congregate meal site at five (5) locations. This amendment adds another site at 2600 Avenue H West, Riviera Beach, FL 33407. The ACC provides space, energy, and site management at no cost to the County. The Division of Senior Services (DOSS) operates the sites and provides the meals. No additional funding is required. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** The DOSS Nutrition program operates congregate meal sites throughout the County north of Hypoluxo Road to the Martin County line. Sites are located in school cafeterias, churches, temples, housing projects, residences for the elderly, and community centers. Owners donate space to the program and no charge is required to reimburse the owners for increased facility cost as a result of the donation of space. The ACC is willing to donate space and site management for use by elderly persons at six (6) total sites, including the new site. The DOSS will operate the site and provide nutrition services.

**Attachments:**

Provider Agency Amendment No. 3 with the Alzheimer's Community Care, Inc.

Recommended By:  1-14-2008  
 Department Director Date

Approved By:  1-29-08  
 Assistant County Administrator Date

## II. FISCAL ANALYSIS IMPACT

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

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit. \_\_\_\_\_ Obj. \_\_\_\_\_  
 Program Code N/A

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

Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

- A. OFMB Fiscal and/or Contract Administration Comments:  
~~No~~ There is no fiscal impact associated with this agenda item.  
 Staffing is provided by ACC.

Jan Arl 1-25-08  
 OFMB DM CN  
 1/25 1/22/08

- B. Legal Sufficiency:

[Signature] 1/29/08  
 Assistant County Attorney

[Signature] 1/25/08  
 Contract Administration

**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 #003**

### **AMENDMENT TO AGREEMENT**

This Amendment, made and entered into at West Palm Beach, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and the Alzheimer's Community Care, Inc., hereinafter referred to as the ACC, a non-profit organization entitled to do business in the State of Florida.

#### **WITNESETH:**

**WHEREAS**, the need exists to amend the Agreement to include the following location:

2600 Avenue H West  
Riviera Beach, FL 33407

**NOW, THEREFORE**, the parties mutually agree that the Agreement entered into on September 21, 1999 (Document No. R99 D1632D), amended on January 7, 2003 (Document No. R2003 0032), and amended again on May 6, 2003 (Document No. R2003 0596) is further amended as follows:

- I. Exhibit "A2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "A3."
- II. Exhibit "B2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "B3."
- III. Attachment "I3" Certification Regarding Lobbying.
- IV. Attachment "II3" Certification Regarding Debarment.
- V. Attachment "III3" Management Attestation Letter.
- VI. Attachment "IV3" Oath of Not for Profit Status.
- VII. Attachment "V3" Certification Regarding Data Integrity Compliance.
- VIII. Attachment "VI3" Health Insurance Portability and Accountability Act (HIPAA) of 1996.

#### **OTHER PROVISIONS**

All provisions in the Agreement or Exhibits to the Agreement in conflict with this third Amendment shall be and are hereby changed to confirm this Amendment.

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

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

ATTEST:  
SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

ALZHEIMERS COMMUNITY CARE:

By:                     RR                      
Signature  
                    Ron Radcliffe, VP of SOS                      
Name (Type or Print)

By:                     Mary M. Barnes                      
Signature  
                    Mary M. Barnes, President / CEO                      
Name & Title (Type or Print)  
                    12/1/07                      
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS  
By:                     Edward L. Rich                      
Edward L. Rich, Department Head

### SCOPE OF WORK

The Division of Senior Services (DOSS) operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line. These sites are located in schools, churches, housing projects, residences for the elderly, community centers, temples, and day care centers.

The Alzheimer's Community Care, Inc. (ACC) is willing to continue to provide facilities for congregate meal sites year round, Monday through Friday, excluding County holidays, between the hours of 10:00am and 2:00pm, at the following locations and based on the following conditions:

2164 Jog Road  
Greenacres, FL 33415

1615 Lake Avenue  
Lake Worth, FL 33460

470 E. First Street  
Pahokee, FL 33476

4075 Holly Drive  
Palm Beach Gardens, FL 33410

2600 Avenue H West  
Riviera Beach, FL 33407

800 North Point Parkway  
West Palm Beach, FL 33415

The ACC:

1. Will be responsible for receipt of meals and other food items and receipt and storage of supplies from the food services subcontractor designated by DOSS.
2. Will provide qualified staff to manage the meal site and to assure that meals are heated and served in compliance with local, State and Federal regulations, and in accord with meal specifications.
3. The ACC Meal Site Manager:
  - Will maintain documentation to support the quantity of meals ordered and served, annual client registrations, status of current inventories, and reports.
  - Will distribute nutrition education material monthly and log the same on the Meal Site Roster.
  - Will ensure that food is checked in properly and necessary supplies are ordered.
  - Will supervise set up, service, and clean up of daily meals.
  - Will ensure that leftover food is supplied as seconds and then discarded.
  - Will mail or fax Meal Site documentation per time frames designated by DOSS Nutrition Coordinator.
4. Will operate Monday thru Friday exclusive of County holidays specified in Exhibit B3.
5. When advertising the meals program, will acknowledge that the meals provided by Palm Beach County Board of County Commissioners program is funded through the Older American's Act (OAA) and sponsored by the State of Florida Department of Elder Affairs and Area Agency on Aging Palm Beach Treasure Coast, Inc.
6. Will provide back up staff when the designated Meal Site Manager is not available or on leave.

**The DOSS:**

1. Will provide all meals and necessary food service related supplies, including food containers, utensils, paper products, etc., through the DOSS' designated food service subcontractor.
2. May provide property and/or fixtures that are installed or stored at the site that shall remain the property of the County and may be removed at the County's discretion.
3. Will monitor the meal site periodically in regard to compliance with OAA grant standards.
4. Will conduct a client satisfaction survey at each meal site at least once annually.
5. Will provide training and oversight for the Meal Site Manager.

**COUNTY HOLIDAY SCHEDULE**

New Year’s Day

Martin Luther King, Jr. Day

President’s Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran’s Day

Thanksgiving Day

Floating Holiday (Friday after Thanksgiving Day)

Christmas Day

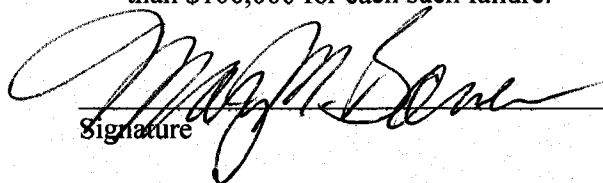
Floating Holiday (Day before or after Christmas Day)

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
AGREEMENTS**

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 sub-providers 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.

 12/1/07  
Signature Date

Mary M. Barnes, President / CEO  
Name of Authorized Individual

Alzheimer's Community Care, Inc. 800 North Point Parkway, West Palm Beach, FL 33407  
Name and Address of Organization

**INSTRUCTIONS**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION AGREEMENTS/SUBAGREEMENTS**

1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to agreement execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Agency nor its providers can contract with subcontractors 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 sub agreement 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 agreements referencing this contract whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub agreement.
7. The Agency may rely upon a certification by a provider/subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Agency knows that the certification is erroneous.
8. The provider may rely upon a certification by a subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all subcontractors shall be kept on file with provider.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION AGREEMENTS/SUBAGREEMENTS**

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 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.

Signature

Date

Mary M. Barnes  
Mary M. Barnes, President / CEO  
Name and Title of Authorized Individual  
(Print or type)

Alzheimer's Community Care, Inc.  
Name of Organization

ATTACHMENT "III3"

MANAGEMENT ATTESTATION LETTER

(To be completed at the end of provider or sub-provider's fiscal year)

Contract or Agreement Number:

I, Mary M. Barnes, hereby attest under penalty of perjury  
(provider's authorized representative)

that Alzheimer's Community Care, Inc., based on the criteria

set forth in the Agency Audit Attachment, PARTS I and II, that:

A. The above named provider agency is **not** required to provide an audit report or reporting package because [check applicable statement(s)]:

☐

the above-named entity has not expended \$500,000 or more in total federal awards in its fiscal year and therefore is not required to have a single or program-specific audit performed in accordance in OMB Circular A-133, as revised, and/or;

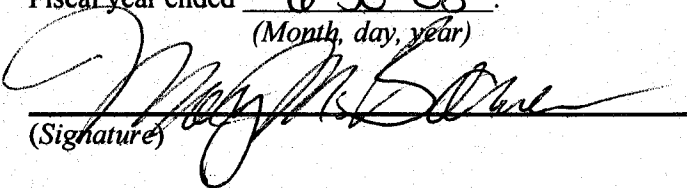
☐

the above-named entity has not expended a total amount equal to or in excess of \$500,000 in state awards in its fiscal year and therefore is not required to have a State single or program-specific audit in accordance with section 215.97, Florida Statutes.

B. The provider has complied with the allowable cost provisions [congruent with State and Federal law, generally accepted accounting principles, the Department of Financial Services' Reference Guide for State Expenditures, and Office of Management and Budget (OMB) Cost Principles 225 (A-87, 230 (A-122) and Federal Acquisition Regulation 31.2 or Part 215 (formerly OMB A-110), whichever is applicable].

By making this statement the provider has considered not only funding or awards from the Agency, but all sources of Federal and State funding or awards.

Fiscal year ended 10-30-08  
(Month, day, year)

  
(Signature)

President / CEO  
(Title)

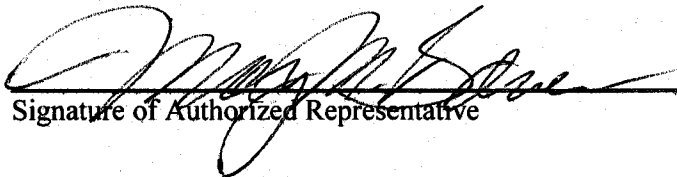
12-1-07  
(Date)

Oath of Not for Profit Status

Contract or Agreement Number: \_\_\_\_\_

As an authorized representative for the Provider identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a "not for profit" (non-profit) organization as defined in section 501(c)(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Agency will be notified in writing immediately.

Alzheimer's Community Care, Inc.  
Name of Provider entity

  
\_\_\_\_\_  
Signature of Authorized Representative

Mary M. Barnes, President / CEO  
Printed name and Title of Authorized Representative

12/1/07  
Date of Oath

(Revised February 2004)

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE  
FOR AGREEMENTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**

The undersigned, an authorized representative of the provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The provider and any subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the provider, sub-provider(s), or any outside entity on which the provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, provider(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The provider and any sub-provider(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The provider shall require that the language of this certification be included in all sub agreements, sub grants, and other agreements and that all sub-providers shall certify compliance 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 OMB Circulars A-102 and CFR Part 215 and Part 215 (formerly OMB Circular A-110).

Alzheimer's Community Care, Inc. 800 North Point Parkway, West Palm Beach, FL 33407

Name and Address of Provider

 Signature President / CEO Title

12/1/07  
Date

Mary M. Barnes  
Name of Authorized Signer  
(Revised February 2004)

## ATTACHMENT "VI3"

### Health Insurance Portability and Accountability Act (HIPAA) of 1996

The department and the recipient will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The department and the recipient recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:

- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agrees to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) That each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.
- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- (l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- (p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.