

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>206,910</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>206,910</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u>	No			
Budget Account No.:	Fund <u>0001</u>	Dept <u>741</u>	Unit <u>2520</u>	Object <u>8201</u>	
	Program				

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

County Funds

C. Departmental Fiscal Review: Tauna Nalhoia
1/14/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Oml 1-27-10.
 VA 1/29/2010
 95.
 1/22/10

Ann J. Jant 1/28/10
 OFMB
 Contract Dev. and Control
 E Jones 1/28/10

B. Legal Sufficiency:

L. L. D. 1/29/10
 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 TO OTHER COUNTY SPONSORED
CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

THIS AMENDMENT TO THIS OTHER COUNTY SPONSORED CONTRACT

(R2009-0404, March 17, 2009) made and entered into at West Palm Beach Florida, on this _____ day of _____ by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation, entitled to do business in the State of Florida, whose address is 4400 North Congress Avenue, West Palm Beach, Fl 33407.

WITNESSETH:

WHEREAS, the parties entered in a contract on March 17, 2009 which provided for a one year extension.

WHEREAS, the parties desire to extend the contract for one additional year (FY'10) to September 30, 2010.

NOW THEREFORE, the above named parties hereby mutually agree that the Contract is hereby extended as follows:

- I. The contract is extended through September 30, 2010.
- II. A new Scope of Work & Outcomes Indicators Exhibit "A1" for FY '10 is attached hereto and made a part hereof showing new or revised outcomes and definition of service supersedes and replaces the original Scope of Work & Outcomes Indicators Exhibit "A" for the fiscal year 2010.
- III. A new Budget Exhibit "B1" showing the new total budget for funding and revised unit of service definition and/or costs for FY '10 is attached hereto and made a part hereof.
- IV. Article 3 of the contract is amended to reflect that the total not to exceed amount for FY '10 Two Hundred and Six Thousand, Nine Hundred and Ten Dollars (\$206,910.00).
- V. The following provision is hereby added to the contract as an additional requirement:

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must complete the Agency Certification process developed by Nonprofits First (NPF) or make significant progress towards achievement of certification standards if they received funding in 2009. To comply with this policy, AGENCY shall, by August 2, 2010, either provide proof of final certification under the 2007 standards or documentation that the AGENCY has completed at least one on-site review. AGENCY shall agree to timelines as established by NPF regarding 1:1 meetings, on-site reviews, submission of documents and any other areas relating to the certification process. Additionally, if NPF recommends that an agency attend a workshop in an area related to the certification process, the agency must attend. The on-site review will be based entirely on the self-assessment completed by the AGENCY in accordance with its 2008 contractual agreement with the COUNTY. An AGENCY may also show compliance with this requirement by providing documentation from NPF that AGENCY is making diligent progress toward receiving certification.

AGENCY understands that these requirements are considered necessary if additional funding is provided to AGENCY under a COUNTY contract. AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in this contract amendment.

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment remain in full force and effect and are to be performed at the same level as specified in the Contract.

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Burt Aaronson, Chair

WITNESS:

AGENCY:



Signature

Area Agency on Aging of PB/TC

Agency's Name Typed

Vivian Pfau

Name Typed

BY 

Signature

65-0087858

Agency's Federal ID Number

Edith Bush

Agency's Signatory Name Typed

Second Vice Chair

Agency's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services**

Assistant County Attorney

By: 

Channell Wilkins, Director

EXHIBIT "A1"

SCOPE OF WORK & DELIVERABLES County Sponsored Contract FY 2010 Agency Name: Area Agency on Aging

Quality Assurance

The Area Agency on Aging administers funds for a wide range of home and community based programs, such as the Community Care for the Elderly, Alzheimer's disease Initiative and Aged and Disabled Adult Medicaid Waiver programs, as well as several others. These programs are designed to meet the needs of the growing number of elderly persons in our community and to help them remain in their homes for as long as possible. Services available through these programs are provided by a network of provider agencies under contract to the Area Agency on Aging. Area Agency on Aging staff engage in monitoring, technical assistance and training to ensure that provider agencies provide high quality service, and comply with all contract terms, as well as applicable state and federal laws.

Deliverable 1: Providers will be able to comply with Area Agency on Aging Contracting Standards.

Demonstration: Copies of onsite monitoring visits and desktop audits.

Deliverable 2: Technical assistance or training recipients will be surveyed on the assistance provided.

Demonstration: Completed Technical Assistance Request Forms, Technical Assistance Surveys, Training Surveys, Training Quizzes or Tests, and E-mail requests or follow up to technical assistance provided via phone or e-mail, Technical Assistance or Training Agenda, Sign-in Sheet and Documentation (handouts).

Deliverable 3: Provider/Community participants will report improved ability to comply with program requirements and/or conduct client assessment.

Demonstration: Completed Provider Satisfaction Surveys, Training Surveys and Training Quizzes or Tests, and Training Agenda, Sign-in Sheet and Documentation (handouts).

Deliverable 4: Through matching support, the Area Agency on Aging will provide essential community services for seniors by issuing service contracts and providing contract management.

Demonstration: Executed contracts and Provider invoices.

Deliverable 5: Through the Aging Resource Center (ARC), seniors will receive information and assistance in accessing services within Palm Beach County.

Demonstration: Monthly call log and quarterly reports.

Emergency Readiness

The Area Agency on Aging and Palm Beach will continue to work together to ensure that the ESF 11 needs of seniors are addressed after a disaster. This work will continue to have a major focus on preparation in addition to response.

The Area Agency on Aging is proposing the following Deliverables for the fiscal year October 1, 2009 to September 30, 2010.

- Deliverable 1:** Update the database of senior communities with contact and site information. Senior communities will be prioritized as communities where individuals 55 years and older live independently.
- Demonstration:** Submit updated information in a usable electronic format on January 15th, April 16th, July 16th (if there are updates), and September 15th.
- Deliverable 2:** Update the contact information for Community Supply Distribution sites for seniors bi-annually; the first site visit will be completed no later than March 31st, 2010 and the second site visit will be completed no later than July 31st, 2010. Seek to select and recommend ten (10) new Senior Communities or other Entities that have a large Senior population to become Senior Distribution sites. Verification that there will be necessary personnel and equipment available at primary sites to activate in the event of a disaster and to produce an annual letter of agreement issued from the Association's Board that they desire to participate in disaster planning efforts.
- Demonstration:** Submit annual letter of agreement for each site and conduct site visits for potential Community Supply Distribution sites.
- Deliverable 3:** Provide Emergency Preparedness training to seniors targeting 30 new communities in Palm Beach County to help them develop personal disaster preparedness plans. We will respond to request from communities previously trained and allow for up to 10 of our 30 presentations to be delivered to these communities with the remaining presentations targeting new communities.
- Demonstration:** Submit agendas and sign in logs for each training on January 15th, April 16th, July 16th, and September 15th.
- Deliverable 4:** Provide Emergency Preparedness training to management in 30 senior communities in Palm Beach County towards developing community disaster response plans.
- Demonstration:** Submit a copy of community plan as evidence of emergency preparedness on April 16th, and September 15th.

All deliverables are to be completed no later than September 15th, 2010. A final report, due not later than September 30th, 2010, describing and documenting how each deliverable was met will be submitted with the September request for payment.

EXHIBIT "B1"
Area Agency on Aging
SCHEDULE FOR PAYMENT FY 2010

Service/Program: Quality Assurance and Emergency Readiness

<u>MONTH OF</u>		<u>BILLING RATE</u>
October	2009	\$ 17,242
November	2009	\$ 17,242
December	2009	\$ 17,242
January	2010	\$ 17,242
February	2010	\$ 17,242
March	2010	\$ 17,242
April	2010	\$ 17,242
May	2010	\$ 17,242
June	2010	\$ 17,242
July	2010	\$ 17,242
August	2010	\$ 17,242
September	2010	\$ 17,248

MAXIMUM AMOUNT AUTHORIZED **\$ 206,910**

The AGENCY will provide a final report of performance related to the deliverables outlined in Exhibit A. Final payment will not be processed until this report has been received and reviewed by Community Services staff.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2009

PRODUCER
BB&T Burkey Risk Services
2240 Woolbright Road Suite 201
Boynton Beach, FL 33426
561 734-8445

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insuranc	18058
INSURER B:	Employers Assurance Company	25402
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
Area Agency on Aging Palm Beach/
Treasure Coast
4400 N Congress Ave
West Palm Beach, FL 33401

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK408754	04/12/09	04/12/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK408754	04/12/09	04/12/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV7083725	04/01/09	04/01/10	WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER Professional Liability	PHPK408754	04/12/09	04/12/10	\$1,000,000	\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additionally Insured: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's officers, employees and agents, c/o the Department of Community Services.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Program Monitor 810 Datura Street West Palm Beach, FL 33401	10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Pellis</i>

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.