

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>April 20, 2010</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
<b>Department:</b>	<b>Palm Tran</b>	<input type="checkbox"/>	<b>Ordinance</b>	<input type="checkbox"/>	<b>Public Hearing</b>
<b>Submitted By:</b>	<b>Palm Tran</b>				
<b>Submitted for:</b>	<b>Palm Tran</b>				

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**I. EXECUTIVE BRIEF**

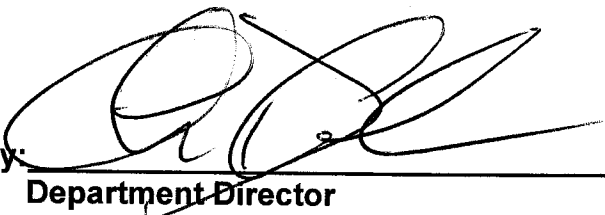
**Motion and Title:** Staff recommends motion to approve: Standard Agreement with the Area Agency on Aging (AAA) in the amount of \$363,283 to fund transportation services for the Division of Senior Services (DOSS) program for the period January 1, 2010 through December 31, 2010.

**Summary:** The Standard Agreement with the AAA includes information required by the AAA for transportation services to be provided by Palm Tran CONNECTION for senior citizens who are clients of DOSS nutritional programs north of Hypoluxo Road. The AAA funds in the amount of \$363,283 and the local match has already been accounted for in Palm Tran CONNECTION's approved FY 2010 budget. Countywide (DR)

**Background and Justification:** The DOSS program is sponsored by the Area Agency on Aging and is supported with Federal (Older Americans Act) and County funds. Transportation by Palm Tran CONNECTION is provided for Nutrition Meal Site trips north of Hypoluxo under eligibility guidelines established by the Older Americans Act. The only eligibility factor is to be 60 years old. Palm Tran CONNECTION schedules all trips, prepares vehicle manifests, handles customer concerns and commendations, determines eligibility, and monitors the performance of the Transportation Operators for the DOSS program.

**Attachments:** 1. Standard Agreement VA010-9635 (5 copies)

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**Recommended By:**  \_\_\_\_\_ **Date** March 9, 2010

**Department Director**

**Approved By:**  \_\_\_\_\_ **Date** \_\_\_\_\_

**Assistant County Administrator**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures					
Operating Costs	\$899,862				
External Revenues	( \$363,283)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$536,579</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No \_\_\_\_\_


Budget Account No.: Fund 1340 Dep't. 540 Unit 5013 Object 3401

Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

Revenue Account No: 1340-540-5013-3148/8000


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

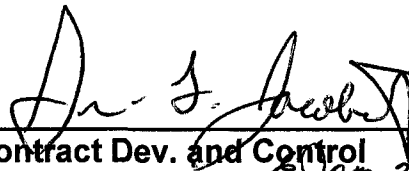
**C. Departmental Fiscal Review:**

  
John Murphy, Finance Manager

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

  
OFMB  
SN 3/16/10  
3/15/10

  
Contract Dev. and Control  
3/19/10  
3/18/10

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

  
Assistant County Attorney  
3/22/2010

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

January 2010-December 2010

OAA

VA010-9635

VENDOR SERVICE AGREEMENT  
 FOR  
 Older American Act Title III-B Grant  
 2010

**THIS AGREEMENT** is entered into by and between the Area Agency on Aging, Palm Beach Treasure Coast, Inc., hereinafter referred to as the "Agency" and Palm Beach County Florida, through its Board of County Commissioners, hereinafter referred to as the "Vendor".

**WHEREAS**, the Vendor represents that the Vendor is professionally qualified, and possesses the requisite skills, knowledge, qualifications and experience to provide the Vendor and Professional Services described herein, and

**WHEREAS** the Vendor is willing to perform such services and does accept the Agency's offer under the terms and conditions hereinafter set forth,

**NOW, THEREFORE**, the Agency and Vendor mutually agree as follows:

**1. COVENANT FOR SERVICES**

The Agency does hereby retain the Vendor to perform the "Vendor and Professional Services" as defined herein and the Vendor does hereby agree to perform such services based upon the terms and conditions set forth in this agreement, and as described in Section 2.

**2. DEFINITION, SCOPE AND QUALITY OF SERVICES**

The Vendor shall perform and render as an independent Vendor and not as an agent, representative, or employee of the Agency, all the professional services described herein. These services shall be known as "Vendor and Professional Services" and shall be provided in a manner consistent with the service identified below and as described in the Department of Elder Affairs' Programs and Services Handbook, July 2009.

Service Description	Unit of Service	Cost per Unit	Estimated Number of Unduplicated Clients
Transportation – in Palm Beach County	One Way Trip	\$20.34	17,860

**3. INTER-AGENCY PROCEDURES**

- a. The Agency's Quality Improvement Manager shall oversee the implementation of this agreement, maintaining close communication with the Vendor on all aspects of the agreement.

- b. The Vendor shall accept new client referrals from all Lead Agencies in Planning and Service Area 9.
- c. The Vendor shall adhere to the Client Enrollment Procedures in **ATTACHMENT III**.
- d. The Vendor shall ensure that all client specific information is handled in a confidential manner and shall abide by all confidential rules and regulations, including all HIPAA regulations.

**4. PAYMENT FOR VENDOR SERVICES**

The Agency agrees to pay the Vendor at the following rate:

**Grant Award:** This is a grant award. It is awarded for the grant year 2010 for services rendered from **January 1, 2010** through **December 31, 2010**. The amount of the agreement shall not exceed **\$363,283.00**. The schedule for Requests for Payment is **ATTACHMENT I** of this agreement.

Funds awarded to the Vendor pursuant to this agreement are as follows:

Program Title	Year	Funding Source	CFDA#	Funding Amount
Older Americans Act Title IIIB Support Services	2010	U.S. Dept. of Health and Human Services	93.044	\$363,283.00

**5. PERIOD OF AGREEMENT**

- a. This agreement shall begin on **January 1, 2010** or on the date the agreement has been signed by both parties, whichever is later. Delivery of services shall end on **December 31, 2010**.
- b. In the event that a subsequent agreement may not be executed prior to the January 1<sup>st</sup> start date, the Agency may, at its discretion, extend this agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

**6. INDEMNIFICATION**

To the extent permitted by Florida law, the Vendor agrees to be liable for, all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the Vendor, its agents and employees, in the course and scope of the services performed under this agreement.

**7. AVAILABILITY OF FUNDS**

The Agency's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. Older American Act Title III-B grant fund will be used for reimbursement of this agreement. The Vendor's performance and obligations under this Agreement are subject to and contingent upon an annual budgetary appropriation by Vendor's Board of County Commissioners for the purposes of this agreement.

**8. TERMINATION OF AGREEMENT**

1. Termination at Will

This agreement may be terminated by either party, by giving thirty (30) calendar days written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. Vendor shall be paid for all services provided through the date of termination.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the Agency may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to availability of funds. Vendor shall be paid for all services provided through the date of termination.

3. Termination Due to Lack of Performance

In the event that the Vendor fails to meet the scope of services in this agreement, and all contractual obligations, the Agency may terminate the agreement within thirty (30) days, unless corrective action specified by the Agency is implemented within the thirty (30) day termination notice period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the authority as to availability of funds.

**9. MODIFICATION OF AGREEMENT**

This agreement, and any attachments or amendments hereto, represent the entire agreement of the parties. Any alterations, variations, changes, modifications, or waiver of provisions of this agreement, its attachments, or amendments shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

**10. REIMBURSEMENT FOR AUTHORIZED EXPENSES (not applicable to this agreement) This is a "unit of service" agreement and all references to "cost(s)" in this agreement and reports to be provided hereunder shall be deemed to refer to Vendor provided units of service.**

**11. ASSIGNMENTS AND SUBCONTRACTS**

In the event the Vendor utilizes subcontractors to provided services pursuant to this agreement, such subrecipient shall be subject to the conditions of this agreement incorporating it by reference. This agreement does not provide any rights to said subcontractor.

For every transaction, the Vendor must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section .210, and in section 215.97, F. S., and this determination must be documented in writing. When a vendor relationship is identified, a contract with all of the terms and conditions set forth in this agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the Vendor chooses to pass down program compliance to the vendor in the written agreement. The Vendor is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement.

Unless otherwise stated in the contract between the Vendor and the subcontractor, payments made by the Vendor to the subcontractor must be made within seven (7) working days after receipt by the Vendor of full or partial payments from the Agency in accordance with section 287.0585, F.S. Payments to vendors contracted by the Vendor/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these time frames may result in the Agency taking action as set forth in Section 8 (Termination) of this agreement.

**12. PUBLIC ACCESS TO RECORDS**

The Vendor shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S. and other applicable laws received by the Vendor in conjunction with this agreement.

**13. USE OF FUNDS FOR LOBBYING PROHIBITED**

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditures of agreement funds for the purpose of lobbying the legislatures, a judicial branch or state agency.

**14. COPYRIGHT CLAUSE**

Where activities supported by any agreement(s) incorporated this agreement by reference produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Area Agency on Aging and the Department of Elder Affairs have the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Area Agency on Aging or Department of Elder Affairs do so.

**15. NOTICE, CONTACT AND PAYEE INFORMATION:**

1. The name, address, and telephone number of the Quality Improvement Manager for the Agency for this agreement is:

Michelle Bissett, Quality Improvement Manager  
Area Agency on Aging PB/TC  
4400 N. Congress Avenue  
West Palm Beach, FL 33407  
(561) 684-5885

2. The name, address, and telephone number of the representative of the Vendor responsible for administration of the program under this agreement is:

Chuck Cohen, Executive Director  
Palm Tran Connection  
3201 Electronics Way  
Lake Worth, FL 33463  
(561) 841-4200

With Copy to: County Attorney  
301 N. Olive Ave  
West Palm Beach, FL 33401

**16. CIRTS**

- A.** Pursuant to this agreement, the Vendor must assure, that program specific data is recorded and submitted in accordance with DOEA Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
- B.** The Utilization and Generated Cost Report must be submitted with monthly invoice.
- C.** All reports will be submitted by the Vendor to the Agency electronically.

**17. METHOD OF PAYMENT**

- A.** The method of payment for this agreement is based on cost reimbursement for services. The Vendor must ensure invoices for payment include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All Requests for Payment and Line Item Budget Reports shall be submitted using the REQUEST FOR PAYMENT form, **ATTACHMENT II**. Duplication or replication of these forms via data processing equipment is permissible, provided all data elements are in the same format provided in **ATTACHMENT II**.
- B.** The Vendor shall maintain documentation to support payment requests, which shall be submitted to the Agency, State Comptroller, or Department of Elder Affairs upon request.
- C.** All payment requests shall be based on the submission of monthly actual expenditure reports beginning with the first month of the agreement. The schedule for submission of Requests for Payment is **ATTACHMENT I** to this Vendor Agreement.
  - 1.** With each monthly invoice submission, the Vendor will include the CIRTS Utilization Report and the Generated Cost Report as described in **Section 16** of this Agreement.
  - 2.** The Vendor will submit a final closeout report by February 15, 2011.



- 3. The final expenditure report and request for payment will be due to the Agency no later than January 5, 2011. No expenditure reports or request for payment will be accepted after January 5, 2011.
- D. Any payment due by the Agency under the terms of this agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Vendor.

**18. SPONSORSHIP**

- A. As required by section 286.25, F.S., if the Vendor or subcontractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through agreements executed in accordance with this agreement, it shall be in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by the Palm Beach County Board of County Commissioners on behalf of Palm Tran.", the "State of Florida, Department of Elder Affairs" and "Area Agency on Aging, Palm Beach/Treasure Coast, Inc.", shall appear in the same size letters and type as the name of the organization. The Vendor shall also display a graphic of the DOEA's and Area Agency on Aging, Palm Beach/Treasure Coast, Inc.'s logo on all printed material. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
- B. The Vendor shall not use the words, "The State of Florida, Department of Elder Affairs" and/or "Area Agency on Aging, Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Agency prior to use.

IN WITNESS THEREOF, the parties hereto have caused this 13 page agreement to be executed by their undersigned officials as duly authorized.

VENDOR: PALM BEACH COUNTY,  
FLORIDA, A Political  
Subdivision of the State of  
Florida

Area Agency on Aging of Palm Beach/  
Treasure Coast, Inc.

SIGNED  
BY: \_\_\_\_\_  
Burt Aaronson, Chairman

SIGNED  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHARON R. BOCK, Clerk

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

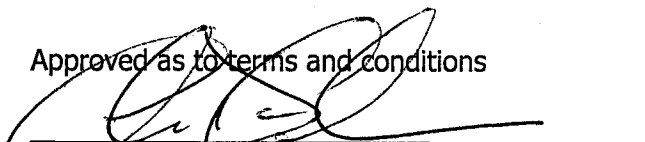
FEDERAL ID NUMBER: \_\_59-6000785\_\_

FISCAL YEAR END DATE: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Approved as to terms and conditions

  
\_\_\_\_\_  
Department Director

**ATTACHMENT I**

**REPORT SCHEDULE**

<b>Report</b>	<b>Report Name</b>	<b>Submit to the "AGENCY" on this Date</b>
	January Invoice and Monthly Reports	February 5
	January Surplus / (Deficit) Report	February 15
	February Invoice and Monthly Reports	March 5
	February Surplus / (Deficit) Report	March 15
	March Invoice and Monthly Reports	April 5
	March Surplus / (Deficit) Report	April 15
	April Invoice and Monthly Reports	May 5
	April Surplus / (Deficit) Report	May 15
	May Invoice and Monthly Reports	June 5
	May Surplus / (Deficit) Report	June 15
	June Invoice and Monthly Reports	July 5
	June Surplus / (Deficit) Report	July 15
	<b>Service Cost Report</b>	<b>July 31</b>
	July Invoice and Monthly Reports	August 5
	July Surplus / (Deficit) Report	August 15
	August Invoice and Monthly Reports	September 5
	August Surplus / (Deficit) Report	September 15
	September Invoice and Monthly Reports	October 5
	September Surplus / (Deficit) Report	October 15
	October Invoice and Monthly Reports	November 5
	October Surplus / (Deficit) Report	November 15
	November Invoice and Monthly Reports & Jan. Adv. Reconciliation **	December 5
	November Surplus / (Deficit) Report	December 15
	December Invoice and Monthly Reports & Feb. Adv. Reconciliation **	January 5
	December Surplus / (Deficit) Report	January 15
	Final Invoice & Closeout Report** If final invoice reflects funds due back to the Agency, payment is to accompany the report.	February 15
*Advance based on projected cash need.		
**Submission of invoices may or may not generate a payment request.		
Note # 1: The last two months of the Vendor's invoices covering actual expenditures shall reflect an adjustment repaying any advances paid against this agreement, if advances have not already been recouped.		
Note # 2: If any invoice or report will not be submitted for ANY reason, the Fiscal Grant Manager and the Quality Improvement Manager must be informed in writing via email or hard copy letter by its due date.		

**ATTACHMENT II**

**REQUEST FOR PAYMENT  
OLDER AMERICANS ACT**

Providers Name

OAA Invoice[Month]

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
O3C1	CNML		0.00	-	-	-	0.00	0.00
O3C1	CNML BKFST		0.00	-	-	-	0.00	0.00
O3C1	NUCO		0.00	-	-	-	0.00	0.00
O3C1	NTED		0.00	-	-	-	0.00	0.00
O3C1	OTR		0.00	-	-	-	0.00	0.00
O3C1	ADVANCE			-	-	-		0.00
O3C2	HDM		0.00	-	-	-	0.00	0.00
O3C2	HDM BKFST		0.00	-	-	-	0.00	0.00
O3C2	SCAS		0.00	-	-	-	0.00	0.00
O3C2	NUCO		0.00	-	-	-	0.00	0.00
O3C2	NTED		0.00	-	-	-	0.00	0.00
O3C2	ADVANCE			-	-	-		0.00
OA3B	ADC		0.00	-	-	-	0.00	0.00
OA3B	ESG		0.00	-	-	-	0.00	0.00
OA3B	HOIM		0.00	-	-	-	0.00	0.00
OA3B	INTE		0.00	-	-	-	0.00	0.00
OA3B	HMK		0.00	-	-	-	0.00	0.00
OA3B	COMP		0.00	-	-	-	0.00	0.00
OA3B	PECA		0.00	-	-	-	0.00	0.00
OA3B	RESP		0.00	-	-	-	0.00	0.00
OA3B	SUBTtl In-Home		0.00	-	-	-	0.00	0.00
OA3B	SCAS		0.00	-	-	-	0.00	0.00
OA3B	ADVANCE			-	-	-		0.00
OA3E	SCAS		0.00	-	-	-	0.00	0.00
OA3E	RESP		0.00	-	-	-	0.00	0.00
OA3ES	SCSM		0.00	-	-	-	0.00	0.00
OA3ES	OHO		0.00	-	-	-	0.00	0.00
OA3E	ADC		0.00	-	-	-	0.00	0.00
OA3ES	HOIM		0.00	-	-	-	0.00	0.00
OA3E	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
				-	-	-	0.00	0.00

Providers Name

OAA Invoice[Month]

**Other Fiscal Information**

Program Code	Service Code	YTD Amount	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
O3C1	Program Income			-	0.00	0.00
O3C1	Cash Match			-	0.00	0.00
O3C1	In-kind Match			-	0.00	0.00
O3C1	NSIP			-	0.00	0.00
O3C2	Program Income			-	0.00	0.00
O3C2	Cash Match			-	0.00	0.00
O3C2	In-kind Match			-	0.00	0.00
O3C2	NSIP			-	0.00	0.00
OA3B	Program Income			-	0.00	0.00
OA3B	Cash Match			-	0.00	0.00
OA3B	In-kind Match			-	0.00	0.00
OA3E	Program Income			-	0.00	0.00
OA3E	Cash Match			-	0.00	0.00
OA3E	In-kind Match			-	0.00	0.00

**ATTACHMENT III**

**CLIENT ENROLLMENT PROCEDURES**

1. The Vendor must verify that all clients have been entered into the Department of Elder Affairs (DOEA) Client Information and Registration Tracking System (CIRTS). If client(s) are not entered into CIRTS than the Vendor must assess and enter the client(s) information into CIRTS.
2. The Vendor must enter client(s) enrollment date under OA3B for Transportation (TRS). The enrollment date also serves as the start date for services and the yearly assessment date.
3. If the Vendor is the sole owner of the client(s), they will be responsible for the yearly assessment of each actively enrolled client.
4. If services are terminated for any purpose, it is the responsibility of the Vendor to enter an end date and termination reason for the client(s).

**EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Older Americans Act funds for the 2010 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2010; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2010. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2010.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

\_\_\_\_\_  
Date

Notwithstanding anything contained in this agreement, including but not limited to Section 5.a., relating to the effective date of this agreement, and the Emergency Certification for Retroactive Payment set forth above, Agency and Provider agree that this agreement shall take effect as of January 1, 2010, and that Agency shall approve payment for services provided by Provider from January 1, 2010 through the date of execution in full by the parties, and thereafter in accordance with the terms of the agreement.

January 2010-December 2010

OAA

VA010-9635

**Attestation Statement**

Agreement Number VA010- 9635

Amendment Number N/A

I, Burt Aaronson, Chair, attest that no changes or revisions have been  
(Vendor representative)

made to the content of the above referenced agreement/contract or amendment as negotiated between the Area Agency on Aging of Palm Beach/Treasure Coast and Palm Beach County Board of County Commissioners on behalf of Palm Tran. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no affect on the agreement/contract content.

\_\_\_\_\_  
Signature of Vendor representative

\_\_\_\_\_  
Date