

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **August 17, 2010** Consent Regular
 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: Contract Renewal No. IZ010-9500 and Amendment No. 001 to Standard Agreement No. IZ009-9500 (R2009-1259) for the Alzheimer's Disease Initiative (ADI) program with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period July 1, 2010 through June 30, 2011, in an amount not-to-exceed \$230,810.

Summary: This contract renewal will allow the Division of Senior Services (DOSS) to renew the original standard agreement. Additionally, Amendment No. 001 will (1) amend section D., the agreement amount; (2) introduce Section X.4., the use of subcontractors; (3) revise and replace attachment II, the budget summary; (4) revise and replace attachment IV, the agreement report schedule; (5) introduce section BBB, remedies—nonconforming services; (6) update all ancillary dates as appropriate. This contract renewal is funded with \$230,810 in State funds, \$2,195 in Program Income funds and \$147,484 in additional County funds. Sufficient funding is available in the FY 2010 budget to meet County obligations. Additional funding required to meet the FY 2011 obligations is included in the proposed FY 2011 budget. In the area south of Hypoluxo Road, the Mae Volen Senior Center, Inc. currently provides services under a similar grant from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: The ADI program ensures that persons afflicted with Alzheimer's disease and other forms of dementia are given essential services to help them age, in an elder-friendly environment, with security, dignity and purpose. DOSS, a designated Lead Agency for State funded services, is responsible for contracting with vendors to provide In-Home Respite and Facility Based Respite services to the senior population in northern and western Palm Beach County. Because this contract is generated by a State entity, the Inspector General (IG) language is not included. However, resulting local vendor contracts will include the IG language as required.

Attachment:

- Contract Renewal No. IZ010-9500
- Amendment No. 001 to Contract Renewal No. IZ010-9500

Recommended By: 8/3/10
 Department Director Date

Approved By: 8/6/10
 County Administrator Date

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>95,122</u>	<u>285,367</u>	_____	_____	_____
External Revenue	<u>(58,251)</u>	<u>(174,754)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>36,871</u>	<u>110,613</u>	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget: ^{and Proposed} Yes X No
 Budget Account No.: Fund 1006 Department 144 Unit 1472 Object Var.
 Program Var.

The Agreement spans two (2) County fiscal years. Sufficient funding is available in the FY2010 budget to meet County obligations. County match and additional funding required to meet FY2011 obligations are included in the proposed FY2011 budget.

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

Funding sources are the State of Florida, Palm Beach County and Private Donations (Program Income). Previous resolution for Standard Agreement is R2009-1259.

<u>Funds</u>	<u>10-11 ADI</u>
State	230,810
Program Income	2,195
Match (10%)	0
Addnl. County Funds	<u>147,484</u>
Total	380,489

Departmental Fiscal Review: Taivena Malhotra

III. REVIEW COMMENTS

7/19/10

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 OFMB VA 7/23/10

[Signature] 8/4/10
 Contract Administration

B. Legal Sufficiency: [Signature] 8/6/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AREA AGENCY ON AGING
PALM BEACH/TREASURE COAST, INC.

CONTRACT RENEWAL FORM
Alzheimer 's Disease Initiative Program (ADI)

CONTRACT RENEWAL # IZ010

ORIGINAL CONTRACT # IZ009-9500

THIS RENEWAL is entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc, hereinafter referred to as the "Agency" and Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider".

As stated on Page 1, Section E, of Agreement # IZ009-9500, the Agency is exercising its option to renew this agreement if mutually agreed to by both parties. This renewal will begin on July 1, 2010 and end on June 30, 2011 and the contract amount for this renewal period will not exceed \$230,810.00 as stated in the original agreement.

All terms and conditions of said original agreement and any supplements and amendments thereto shall remain in force and effect for this renewal.

IN WITNESS THEREOF, the parties have executed this renewal by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY,
Beach/ FLORIDA, A Political
Subdivision of the State of Florida

Area Agency on Aging of Palm
Treasure Coast, Inc.

SIGNED
BY: _____
Burt Aaronson, Chair

SIGNED
BY: _____

DATE: _____

NAME: _____

SHARON R. BOCK, Clerk and Comptroller

TITLE: _____

BY: _____

DATE: _____

DATE: _____

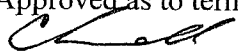
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

Original Contract Period: July 1, 2009 – June 30, 2010

RENEWAL IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES.

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc, hereinafter referred to as the "Agency", and Palm Beach County Board of County Commissioners hereinafter referred to as the "Provider" amends contract IZ010-9500.

The purpose of this amendment is to: substitute the original agreement amount of \$230,810.00 as cited in agreement renewal IZ010-9500 for the actual appropriated amount of \$230,810.00.

Additionally this amendment (1) amends Section D. of the Agreement; (2) introduces Section X.4., (3) revises and replaces Attachment II, Budget Summary; (4) revises and replaces Attachment IV, Agreement Report Schedule; (5) introduced Section BBB, (6) updates all ancillary dates as appropriate.

(1) Section D. of the Agreement, is hereby amended to read:

D. Agreement Amount

The agency agrees to pay for contracted services according to the statement of work, **ATTACHMENT I** of this agreement in an amount not to exceed \$230,810.00 subject to the availability of funds. Any costs or services paid for under any other agreement or from any other source are not eligible for payment under this agreement. The provider agrees to utilize the approved rate sheet, **ATTACHMENT III** for contracted services the agency agrees to pay for.

Funding Allocation					
Program Title	Year	Funding Sources	CFDA	Amount	
Alzheimer's Disease Initiative (ADI)	2010-2011	General Revenue	65.004	\$230,810.00	
TOTAL AGREEMENT AMOUNT:				\$230,810.00	

(2) Section X.4. of the Agreement, is hereby introduced to read:

4. Use of Subcontractors – If this agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performances of the subcontractor, the Provider shall notify the Agency's Quality Improvement Manager and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Section Y of the agreement, the Agency will not be responsible or liable for any obligations or claims resulting from such action.

(3) Attachment II, Budget Summary is hereby replaced with the revised Attachment II, Budget Summary and attached hereto.

(4) Attachment IV, Agreement Report Schedule is hereby replaced with the revised Attachment IV, Agreement Report Schedule and attached hereto.

(5) Section BBB. of the Agreement, is hereby introduced to read:

BBB. Remedies – Nonconforming Services

The Provider shall ensure that all activities and/or benefits provided and reimbursed under this agreement are compliance with the requirements referenced in the Attachment I.

Any nonconforming activities and/or benefits shall not be eligible for reimbursement under this program. The costs associated with providing nonconforming activities and/or benefits shall be borne solely by the Provider. The Agency requires immediate notice of any significant and/or systemic infractions that compromise activities and/or benefits provided.

(6) All related attachments, exhibits, and schedules that contain ancillary dates are hereby amended as appropriate to concur with the applicable agreement period. Ancillary dates affected shall include but not be limited to the final request for payment, the final request for budget revisions and any other dates that affect specific agreement terms or provisions.

This amendment shall be effective on the last date that the amendment has been signed by both parties.

All provisions in the agreement and any attachments thereto in conflict with this amendment has been signed by both parties.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in agreement.

This amendment and all of its attachments are hereby made a part of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this 5 page amendment to be executed by their officials there unto duly authorized.

PROVIDER: PALM BEACH COUNTY,
Beach/ FLORIDA, A Political
Subdivision of the State of Florida

Area Agency on Aging of Palm
Treasure Coast, Inc.

SIGNED
BY: _____
Burt Aaronson, Chair

SIGNED
BY: _____

DATE: _____

NAME: _____

SHARON R. BOCK, Clerk and Comptroller

TITLE: _____

BY: _____

DATE: _____

DATE: _____

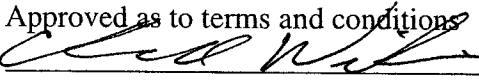
FEDERAL ID NUMBER: __59-6000785__

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

IF THIS AGREEMENT ACTION IS COMPLETED SIMULTANEOUSLY WITH A ONE-PAGE RENEWAL, THEN ITS EFFECTIVE DATE SHALL BE THE SAME AS THE AGREEMENT RENEWAL DATE.

ATTACHMENT II

BUDGET SUMMARY

1. ADI Client Services	\$214,653.00
2. ADI Case Management	\$16,157.00
3. Total	\$230,810.00

ATTACHMENT IV

ALZHEIMER'S DISEASE INITIATIVE

AGREEMENT REPORT SCHEDULE

REPORT	BASED ON	SUBMIT TO AGENCY ON THIS DATE
1	July Advance*	June 25
2	August Advance*	June 25
3	July Expenditure Report	August 10
4	July Surplus Deficit Report	August 15
5	August Expenditure Report	September 10
6	August Surplus Deficit Report	September 15
7	Minority Vendor Report # 1	October 1
8	September Expenditure Report	October 10
9	September Surplus Deficit Report	October 15
10	October Expenditure Report	November 10
11	October Surplus Deficit Report	November 15
12	November Expenditure Report	December 10
13	November Surplus Deficit Report	December 15
14	Minority Vendor Report # 2	January 1
15	December Expenditure Report	January 10
16	December Surplus Deficit Report	January 15
17	January Expenditure Report	February 10
18	January Surplus Deficit Report	February 15
19	February Expenditure Report	March 10
20	February Surplus Deficit Report	March 15
21	Minority Vendor Report # 3	April 1
22	March Expenditure Report	April 10
23	March Surplus Deficit Report	April 15
24	April Expenditure Report	May 10
25	April Surplus Deficit Report	May 15
26	May Expenditure Report	June 10
27	May Surplus Deficit Report	June 15
28	Minority Vendor Report # 4	July 1
29	June Expenditure Report	July 10
30	June Expenditure Report / Surplus Deficit Report	July 15
31	Final Expenditure and Closeout Report	August 10

Note # 1: All advance payments made to the Provider shall be returned to the Agency by the submission date of Report # 24.

Note #2: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Agency, payment is to accompany the report.