

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> July 19, 2011  <b>Department:</b> Palm Tran <b>Submitted By:</b> Palm Tran <b>Submitted for:</b> Palm Tran	<table border="0"> <tr> <td><input checked="" type="checkbox"/></td> <td><b>Consent</b></td> <td><input type="checkbox"/></td> <td><b>Regular</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td><b>Ordinance</b></td> <td><input type="checkbox"/></td> <td><b>Public Hearing</b></td> </tr> </table>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Ordinance</b>	<input type="checkbox"/>	<b>Public Hearing</b>
<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>						
<input type="checkbox"/>	<b>Ordinance</b>	<input type="checkbox"/>	<b>Public Hearing</b>						

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) Approve Standard Agreement with the Area Agency on Aging (AAA) in the amount of \$386,453 to fund transportation services for the Division of Senior Services (DOSS) program for the period January 1, 2011 through December 31, 2011; and
- B) Authorize the Executive Director of Palm Tran to execute the sub-recipient agreement in substantially the form of Attachment 2, with the City of Pahokee, upon its approval by the City; and
- C) Approve a budget amendment of \$23,170 in Palm Tran's operating fund for Fiscal Year 2011.

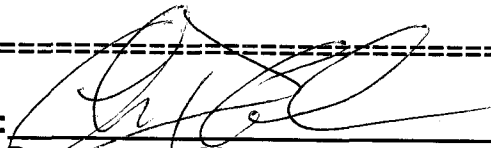
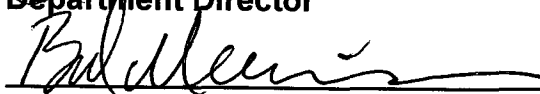
**Summary:** The Standard Agreement with the AAA includes information required by the AAA for transportation services to be provided by Palm Tran CONNECTION for senior citizens who are clients of DOSS nutritional programs north of Hypoluxo Road and the City of Pahokee for its Senior Citizens Wellness Program. The AAA will provide funds in the amount of \$362,453 for Palm Beach County and \$24,000 for the City of Pahokee for a total of \$386,453. Any local match has been accounted for in Palm Tran CONNECTION's approved FY 2011 budget and the City's 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.

This year the AAA has also included \$24,000 allocated to the City of Pahokee as a sub-recipient for their Senior Citizens Wellness Transportation Program. A sub-recipient agreement is provided as Attachment 2 and will become effective upon execution by the City and the Executive Director of Palm Tran.

- Attachments:**
- 1. Standard Agreement VA011-9635 (5 copies)
  - 2. Sub-recipient Agreement for the City of Pahokee
  - 3. Budget Amendment

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<b>Recommended By:</b>  Department Director	June 16, 2011 Date
<b>Approved By:</b>  Assistant County Administrator	6/29/11 Date

## II. FISCAL IMPACT ANALYSIS

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

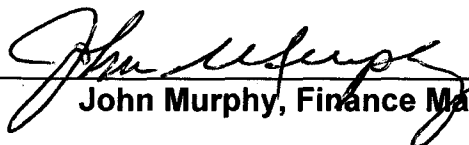
Fiscal Years	2011	2012	2013	2014	2015
Grant Expenditures					
Operating Costs	\$289,840	\$96,613			
External Revenues	(\$289,840)	(\$96,613)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ☐ No ☒

Budget Account No.: Fund 1340 Dep't. 540 Unit 5013 & 5019 Object Various  
Program ☐ Reporting Category ☐

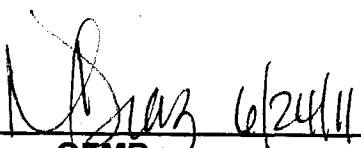
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

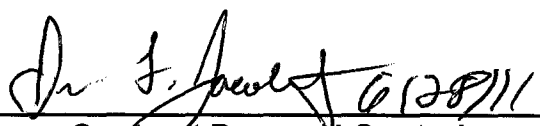
### C. Departmental Fiscal Review:

  
John Murphy, Finance Manager

## III. REVIEW COMMENTS

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

  
OFMB  
8/6/2011  
30 07/11  
5/6/2011  
5/20/11

  
Contract Dev. and Control  
6-27-11 B. Wheeler

### B. Legal Sufficiency:

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

These Agreements were not  
excluded at the time of our  
review, but otherwise  
met our review  
requirements.

### C. Other Department Review:

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

VENDOR SERVICE AGREEMENT  
FOR  
Older Americans Act Title III-B Grant  
2011

**ATTACHMENT** 1**Page** 1 **of** 20

**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 Board of County Commissioners on behalf of Palm Tran, 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, August 2010.

Service Description	Unit of Service	Cost per Unit	Estimated Number of Unduplicated Clients	Funding Amount
Transportation In Palm Beach County	One Way Trip	\$20.34	17,820	\$362,453.00
City of Pahokee Senior Citizens' Wellness Program Transportation	One Way Trip	\$4.80	5,000	\$24,000.00
			<b>Total</b>	<b>\$386,453.00</b>

**3. INTER-AGENCY PROCEDURES**

- a. The Agency's Consumer Services Consultant shall oversee the implementation of this agreement, maintaining close communication with the Vendor on all aspects of the agreement.
- b. The Vendor shall accept client referrals from Palm Beach County Division of Senior Services.
- 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 2011 for services rendered from **January 1, 2011** through **December 31, 2011**. The amount of the agreement shall not exceed **\$386,453.00**. 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	2011	U.S. Dept. of Health and Human Services	93.044	\$386,453.00

**5. PERIOD OF AGREEMENT**

- a. This agreement shall begin on **January 1, 2011** or on the date the agreement has been signed by both parties, whichever is later. Delivery of services shall end on **December 31, 2011**.
- 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 of 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.

The Vendor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. The Vendor must submit a fully executed copy to the Agency.

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 Consumer Services Consultant for the Agency for this agreement is:

Deidra Gibson, Consumer Services Consultant  
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.** If the Vendor is unable to utilize CIRTS, the Agency will record the information for a fee based on the current rate of \$20.00 an hour. The fee will be deducted from the invoice and a receipt will be mailed with the monthly payment. If the vendor chooses to have the Agency record information in CIRTS the vendor must follow the steps below.

  - 1. The Vendor will submit to the designated Agency staff **ATTACHMENT IV** to ensure all current clients as of January 1, 2011 are entered into CIRTS.
  - 2. The Vendor will submit to the designated Agency staff **ATTACHMENT V** by the 1<sup>st</sup> of every month to ensure CIRTS data is entered in a timely manner.
  - 3. If the Vendor has new clients, the Vendor must submit the required information to the designated Agency staff to be recorded into CIRTS, using the guidelines in **Attachment VI**.
- D.** If the Vendor has subcontractor(s), the parties must mutually agree on a schedule for the subcontractor's units to be entered into CIRTS as this is a requirement for payment.
- E.** 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, 2012.
  - 3. The final expenditure report and request for payment will be due to the Agency no later than January 5, 2012. No expenditure reports or request for payment will be accepted after January 5, 2012.
- 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 17 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: \_\_\_\_\_  
Karen T. Marcus, Chair

SIGNED

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

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

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

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

SHARON R. BOCK, Clerk

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

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

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

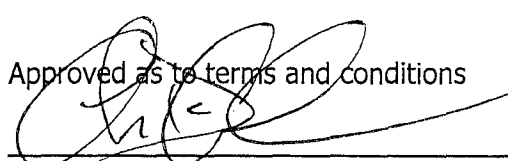
FEDERAL ID NUMBER: 59-6000785

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
03G1	CNML		0.00	-	-	-	0.00	0.00
03G1	CNML BKFST		0.00	-	-	-	0.00	0.00
03C1	NUCO		0.00	-	-	-	0.00	0.00
03C1	NTED		0.00	-	-	-	0.00	0.00
03C1	QTR		0.00	-	-	-	0.00	0.00
03C1	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
03C2	HDM		0.00	-	-	-	0.00	0.00
03C2	HDM BKFST		0.00	-	-	-	0.00	0.00
03C2	SCAS		0.00	-	-	-	0.00	0.00
03C2	NUCO		0.00	-	-	-	0.00	0.00
03C2	NTED		0.00	-	-	-	0.00	0.00
03C2	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
OA3B	ADC		0.00	-	-	-	0.00	0.00
OA3B	ESC		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	SubTil In-Home	-	0.00	-	-	-	0.00	0.00
OA3B	SCAS		0.00	-	-	-	0.00	0.00
OA3B	ADVANCE			-	-	-		0.00
				-	-	-	0.00	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	CHO		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
03C1	Program Income			-	0.00	0.00
03C1	Cash Match			-	0.00	0.00
03C1	In-kind Match			-	0.00	0.00
03C1	NSIP			-	0.00	0.00
03C2	Program Income			-	0.00	0.00
03C2	Cash Match			-	0.00	0.00
03C2	In-kind Match			-	0.00	0.00
03C2	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).







ATTACHMENT VI

New Client Registration

Demographics

Social Security No. \_\_\_\_\_ Date of Birth: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Ethnicity: \_\_\_\_\_ Primary Language: \_\_\_\_\_

Marital Status: \_\_\_\_\_

CIRTS Assessment Information

Assessment Date: \_\_\_\_\_ Assessment Site: \_\_\_\_\_

Assessment Type: \_\_\_\_\_ Consumer Type: \_\_\_\_\_

Referral Source: \_\_\_\_\_ Referral Date: \_\_\_\_\_

Risk Level: \_\_\_\_\_ Primary Care Giver: \_\_\_\_\_

Living Situation: \_\_\_\_\_  
-----

Does the client need outside assistance to evacuate? \_\_\_\_\_

Is the client registered with County Special Needs Registry? \_\_\_\_\_

Is the client a caregiver of a grandchild? \_\_\_\_\_

Is the client a recipient of public housing? \_\_\_\_\_

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 2011 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 Programs and Services Handbook.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2011; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2011. 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, 2011.

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 Vendor agree that this agreement shall take effect as of January 1, 2011, and that Agency shall approve payment for services provided by Provider from January 1, 2011 through the date of execution in full by the parties, and thereafter in accordance with the terms of the agreement.

**Attestation Statement**

Agreement Number VA011- 9635

Amendment Number N/A

I, Karen T. Marcus, Chair, attest that no changes or revisions have been  
(Vendor representative)

made to the content of the above referenced agreement/contract or amendment  
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

**ATTACHMENT IV**

**Current Client Listing**  
**(All active clients as of 1/1/11)**

[illegible]

## ATTACHMENT IV

**Current Client Listing**  
**(All active clients as of 1/1/11)**

[illegible]

**ATTACHMENT V**

## MONTHLY ACTIVITY REPORT

[illegible]

**SUBRECIPIENT AGREEMENT  
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA  
AND THE CITY OF PAHOKEE**

AAA SubRecipient Agreement \_\_/\_\_/2011

**THIS AGREEMENT** is entered into effective as of January 1, 2011, by and between Palm Beach County, Florida (the "County") and the City of Pahokee, Florida (the "City"), in furtherance of the Vendor Service Agreement for Older Americans Act Title III-B Grant 2011 (VAO11-9635) dated \_\_\_\_\_, 2011 (the "Vendor Agreement") which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the "Agency").

**WHEREAS**, the County has entered into a Vendor Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

**WHEREAS**, up to \$24,000 of the funding provided to County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program (also referred to herein as the "Program"); and

**WHEREAS**, the Agency and City have requested that the County "pass through" to the City up to \$24,000.00 of the funding to be provided to the County under the Vendor Agreement; and

**WHEREAS**, the City has received and reviewed the Vendor Agreement, a copy of which is attached hereto and incorporated herein by reference, and a copy of the Department of Elder Affairs Programs and Senior Handbook, August 2010, and acknowledged and agreed that it will fulfill the requirements applicable to the County under the Vendor Agreement as they relate to the services to be provided for the City of Pahokee Senior Citizens' Wellness Transportation Program.

**NOW, THEREFORE**, the County and the City do mutually agree as follows:

1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
2. The County's contract representative during the term of this Agreement is Palm Tran's Executive Director or his designee, whose telephone number is 561-841-4200. The City's contract representative during the term of this Agreement is \_\_\_\_\_, whose telephone number is (561) 694-5534.
3. This Agreement shall relate back and take effect as of January 1, 2011 and shall continue until the later of December 31, 2011 or such time as the duties and obligations for which the City is responsible under the Vendor Agreement have been satisfied or the Agreement terminated.
4. The City will provide transportation services in furtherance of its Senior Citizens' Wellness Program in accordance with the terms and conditions of the Vendor Agreement, to the fullest extent thereof. City shall comply with and satisfy all obligations of the County in the same manner and to the same extent as if the City had entered into the Vendor Agreement with the Agency and was bound to fulfill the "Vendor's obligations established in the Vendor Agreement, except to the extent that the City is relieved of the performance of a particular obligation related only to the administration of the Vendor Agreement by the County's contract representative in

writing. The parties acknowledge that the termination provisions of Article 8 of the Vendor Agreement shall control, except that if such provisions conflict with the requirements of this Agreement, the provisions of this Agreement shall control.

5. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Vendor Agreement, contribute to or cause the Agency to seek to terminate the Vendor Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Vendor Agreement found by the County or the Agency, upon notice of such or the County may immediately terminate this Agreement. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Vendor Agreement or this Agreement or were unlawfully or improperly paid.
6. In accordance with the terms of the Vendor Agreement, the City will be paid \$4.80 per one way trip for up to 5,000 trips. The total amount that City may be paid under this shall not exceed the amount of \$24,000.
7. The data required by Attachments IV, V, and VI of the Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency.
8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to County.
9. The City acknowledges that all of its records relating to this Agreement are public records for the purposes of Chapter 119, F.S. The City will maintain such records for a period of no less than three (3) years from the expiration or termination of this Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Vendor Agreement and this Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Vendor Agreement as they relate to the Program, and the Agency's approval and authorization of payment for the activities of the City as they relate to the Program.
11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Agreement or benefits from the performance of this Agreement. This Agreement confers no rights on any entity other than the parties and the Agency, and is not



otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Agreement.

12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.
13. The City agrees that no person shall on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity and expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
14.
  - A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.
  - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
  - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the above-mentioned coverages.
  - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
15. The County's obligation to pay under this Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Vendor Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Vendor Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Agreement.
16. To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.

17. Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Agreement and the Vendor Agreement, and in the performance of this Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.
18. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
19. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Agreement.
20. No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
21. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
22. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Chuck Cohen, Executive Director  
Palm Tran  
3201 Electronics Way  
West Palm Beach, FL 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee  
Attn: Mayor  
171 North Lake Ave.  
Pahokee, FL 33476

Each party may change its address upon notice to the other.

23. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

24. The County and City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
25. Any provision of this Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

(Remainder of Page Intentionally Left Blank)

DRAFT. Will be Replaced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

PALM BEACH COUNTY, FLORIDA, by its  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Karen Marcus, Chair

Attest:

CITY OF PAHOKEE, by its CITY COUNCIL

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions

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

\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

BGRV 540\*060111\*536\*  
BGEX 540\*060111\*1665\*

FUND 1340 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 6/15/2011	REMAINING BALANCE
<b>REVENUE</b>								
<u>Mass Trans--Operating</u>								
540 5019 3148	Fed Grant--Indirect Transportation	0	0	24,000		24,000		
540 5013 3148	Fed Grant--Indirect Transportation	363,283	363,283	0	830	362,453	242,090	120,363
	<b>Total Receipts &amp; Balances</b>	66,514,242	67,950,268	24,000	830	67,973,438		
<b>EXPENDITURES</b>								
<u>Palm Tran Operations</u>								
540 5019 8101	Contributions Other	0	0	24,000		24,000		
540 5013 3401	Other Contractual Services	1,237,000	1,237,000	0	830	1,236,170	873,345	362,825
	<b>Total Appropriations &amp; Expenditures</b>	66,514,242	67,950,268	24,000	830	67,973,438		

**PALM TRAN**

Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date





6-16-11

By Board of County Commissioners  
At Meeting of July 19, 2011

Deputy Clerk to the  
Board of County Commissioners

PBC Expense Budget Document(BGEX) Dept: 540 ID: 06011100000000001665 Ver.: 1 Function: New Phase: Draft

Modified by cbliss , 06/16/2011

Appropriation Budget							No. of Lines: 2			
Budget FY	Fund	Department	Appr Unit	Dollar Amount	Increase/Decrease	Event Type				
2011	1340	540	5405019OA	\$24,000.00	Increase	BG03				
2011	1340	540	5405013OA	\$830.00	Decrease	BG03				
From 1 to 2 Total: 2							First	Previous	Next	Last

Appropriation Budget

Action:

Event Type:

Name:

Start Date:

End Date:

Dollar Amount:

Increase/Decrease:

Budget FY:

Fiscal Year:

Period:

Fund:

Department:

Appr Unit:

1340 Operating Expense

Contact:

Contact Name:

Description:

House Bill Number:

Modified by cbliss , 06/16/2011

Expense Budget										No. of Lines: 2			
	Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type				
	2011	1340	540	5405019OA	5019	8101	\$24,000.00	Increase	BG03				
	2011	1340	540	5405013OA	5013	3401	\$830.00	Decrease	BG03				
From 1 to 2 Total: 2										First	Previous	Next	Last

Expense Budget

Action: New

Event Type: BG03

Name:

Start Date: 06/01/2011

End Date:

Dollar Amount: \$24,000.00

Increase/Decrease: Increase

Budget FY: 2011

Fiscal Year: 2011

Period: 9

Fund: 1340

Department: 540

Appr Unit: 5405019OA

Unit: 5019

Object: 8101

Contributions Othr Govtl Agency

Contact:

Contact Name:

Description: Amend for Pahokee portion of AAA OAA grant

House Bill Number:

Copy

Validate

Submit

Discard

Print

Processing

Workflow

File

Close

Revenue Budget					No. of Lines: 2					
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type			
2011	1340	540	5019	3148	\$24,000.00	Increase	BG25			
2011	1340	540	5013	3148	\$830.00	Decrease	BG25			
From 1 to 2 Total: 2							First	Previous	Next	Last

Action: <input type="button" value="Modify"/>	Budget FY: <input type="text" value="2011"/>
Event Type: <input type="text" value="BG25"/>	Fiscal Year: <input type="text" value="2011"/>
Name: <input type="text"/>	Period: <input type="text" value="9"/>
Start Date: <input type="text"/>	Fund: <input type="text" value="1340"/>
End Date: <input type="text"/>	Department: <input type="text" value="540"/>
Dollar Amount: <input type="text" value="\$830.00"/>	Unit: <input type="text" value="5013"/>
Increase/Decrease: <input type="text" value="Decrease"/>	Revenue: <input type="text" value="3148"/>
	Fed Grnt Indirect-Transportatn
	Contact: <input type="text"/>
	Contact Name:
	Description: <input type="text" value="To amend existing AAA OAA grant to PBC"/>
	House Bill Number: <input type="text"/>