

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u> ^{* see below}	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget: Yes _____ No _____					
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____					
Program _____					

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

Previous resolution for OAA is Standard Agreement No. IA111-9500 (R2011-0354), Amendment No. 001 (R2011-1875) and Amendment No. 002 (R2012-
* 0237). No fiscal impact for Amendment No 003.

C. Departmental Fiscal Review: Tauna Malhotra
2/13/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No additional fiscal impact.

<p>OFMB</p> <p><i>[Signature]</i> 2/17/2012</p> <p><i>[Signature]</i> 2/15/2012</p> <p><i>[Signature]</i> 2/14/12</p>	<p><i>[Signature]</i> 2/22/12</p> <p>Contract Dev. and Control</p> <p>2-22-12</p>
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B. Legal Sufficiency:

[Signature] 2/23/12
Assistant County Attorney

C. Other Department Review:

Department Director

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



MEMORANDUM

TO: Robert Weisman
County Administrator

FROM: Channell Wilkins, *Channell Wilkins*
Director Community Services

DATE: January 6, 2012

RE: Division of Senior Services (DOSS)
Amended Contract

Department of Community Services
Division of Senior Services
Administration

- Central Office
810 Datura Street, Suite 300
West Palm Beach, FL 33401
Tel: (561) 355-4746
FAX: (561) 355-3222
- North Office
5217 Northlake Boulevard
Palm Beach Gardens, FL 33418
Tel: (561) 694-5435
FAX: (561) 694-9611
- South Office
3680 Lake Worth Road
Lake Worth, FL 33461
Tel: (561) 357-7100
FAX: (561) 357-7114
- West Office
2916 State Road #15
Belle Glade, FL 33430
Tel: (561) 996-4808
FAX: (561) 992-1011

www.pbcgov.com

Pursuant to Resolution R-2010-1942, your signature is needed for the approval of the enclosed amended contract. This resolution authorizes the County Administrator signatory authority on contract amendments related to DOSS/Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) grants for no more than ten percent (10%) of the contracted amount or \$150,000, whichever is greater. Please find Amendment No. 003 to Standard Agreement No. R2011-0354 for the program with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) and resolution attached.

Staff will submit this item at the Board's February 7, 2012 Commission Agenda as a "Receive and File" item to allow the clerk's office to note and receive the documents in accordance with PPM CW-O-051.

For additional information, please contact Faith Manfra, (561) 355-4750.

Approved:

[Signature] 1/6/12 *[Signature]* 1/6/12
 Assistant County Attorney Community Services Fiscal Director

[Signature]
 Assistant County Administrator

Attachments: Resolution No. R2010-1942
OAA Amendment 003

Palm Beach County
Board of County Commissioners

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

RESOLUTION NO. 2010-1942

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE SIGNATORY AUTHORITY ON INDIVIDUAL AMENDMENTS TO AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC. (AAA) GRANT AGREEMENTS/CONTRACTS FOR NOT MORE THAN TEN PERCENT OF THE CONTRACTED AMOUNT OR \$150,000, WHICHEVER IS GREATER.

WHEREAS, Palm Beach County has adopted an optional Home Rule Charter pursuant to Section 1(g) of Article VIII of the Florida State Constitution and Chapter 125 of the Florida Statutes; and

WHEREAS, Section 125.85, Florida Statutes, authorizes the delegation of any powers and duties not set forth therein by resolution or ordinance of the Board of County Commissioners; and

WHEREAS, the delegation of signing authority to the County Administrator or his designee, on contract amendments to AAA agreements/contracts for the program periods, November 16, 2010 through November 15, 2013, for not more than 10% of the total grant award/agreement amount or \$150,000, whichever is greater, would facilitate timely spending of grant funds which must be spent within a program year; and

WHEREAS, the delegation of signatory authority to the County Administrator or his designee on amendments to AAA agreements/contracts would also allow for reallocation of funding in a more expeditious manner and would eliminate delays caused by such items to be brought before the Board of County Commissioners and would therefore be consistent with the goal of the grantee to expend funds in compliance with grant requirements; and

WHEREAS, Countywide PPM#CW-O-051 establishes procedures and policy regarding delegated authority for execution of County contracts, agreements, and grants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, as follows:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.
2. The County Administrator, or his designee, is hereby expressly authorized to execute, on behalf of the Board of County Commissioners, agreement/contract amendments within the defined threshold for the indicated time period.
3. This delegation of signature authority shall be implemented in accordance with the provisions of Countywide PPM #CW-0-051.

The foregoing Resolution was offered by Commissioner Aaronson , who moved its adoption. The motion was seconded by Commissioner Vana , and upon being put to a vote, the vote was as follows:

District 1:	KAREN T. MARCUS	Aye
District 2:	Paulette Burdick	Aye
District 3:	SHELLY VANA	Aye
District 4:	STEVE L. ABRAMS	Aye
District 5:	BURT AARONSON	Aye
District 6:	Jess R. Santamaria	Aye
District 7:	Priscilla A. Taylor	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 16th day of November, 2010.

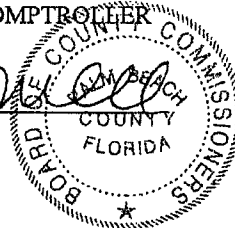
APPROVED AS TO FORM
SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, BY ITS LEGAL
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK/COMPTROLLER

By: Jenny K. [Signature]
Assistant County Attorney

By: [Signature]
Deputy Clerk



THIS AMENDMENT, 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," and collectively referred to as the "Parties" amends Agreement Number IA111-9500.

The purpose of this amendment is to (1) amend the Standard Agreement; and (2) introduce Attachments XIII, Background Screening Affidavit of Compliance; Attachment XIV, Verification of Employment Status Certification; and Attachment XV, Certification Regarding Scrutinized Companies Lists.

STANDARD AGREEMENT:

The purpose of this amendment is to amend the following Agreement sections (Paragraphs and Attachments):

- (1) Amend section 6.1.4;
- (2) Introduce sections 6.4, 6.5, and 6.6;
- (3) Introduce section 7.6
- (4) Amend section 8;
- (5) Amend section 10.4;
- (6) Amend section 10.6;
- (7) Amend sections 33 and 33.1
- (8) Introduce section 33.2; and
- (9) Amend section 50;

(1) Section 6.1.4 is hereby amended to read as follows:

6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

(2) Sections 6.4, 6.5, and 6.6 below are added.

6.4 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

6.6 To comply with the Executive order 12989, as amended, and Executive Order No.11-02, the Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of (1) all persons employed by the Provider during the Agreement term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by the Provider to perform work pursuant to this Agreement. The Provider shall also include a requirement in its subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all persons employed by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Provider shall complete and sign ATTACHMENT XIV, Verification of Employment Status Certification, prior to the execution of this Agreement.

(3) Section 7.6 below is added.

7.6 In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Agency may terminate this Agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is

subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this Agreement contains \$1 million or more, the Provider shall complete and sign ATTACHMENT XV, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

(4) Section 8 is hereby amended to read as follows:

8. Background Screening

The Provider shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies. To demonstrate compliance with section 8 of the Standard Agreement, the Provider shall submit ATTACHMENT XIII, Background Screening Affidavit of Compliance annually, by January 15th.

(5) Section 10.4 is hereby amended to read as follows:

10.4.1 To assure that the records described in section 10 shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.

(6) Section 10.6 is hereby amended to read as follows:

10.6 To provide a financial and compliance audit to the Agency as specified in this Agreement and in ATTACHMENT III and to ensure that all related third-party transactions are disclosed to the auditor. The financial and compliance audit must be submitted to the Agency no later than 180 days from the date of the Provider's fiscal year end.

(7) Sections 33 and 33.1 are hereby amended to read as follows:

33. Patents, Copyrights, Royalties

If this Agreement is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this Agreement, the Provider shall refer the discovery, invention or material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the Agreement.

33.1 If the primary purpose of this Agreement is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.

(8) Section 33.2 below is added.

33.2 If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

(9) Section 50 is hereby amended as follows:

50. **All Terms and Conditions Included**

This Agreement and its Attachments, I – XV, A, B, and C, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or Agreements, either written or verbal between the parties.

ATTACHMENT I:

Amend Attachment I to incorporate the following changes;

- (1) Delete section 1.2.2;
- (2) Amend section 1.3.1;
- (3) Amend sections 2.3.2
- (4) Amend section 2.7.4 and add subsection enumeration 2.7.4.1;

CONTRACT ATTACHMENTS:

- (1) Introduce Attachment XIII, Background Screening Affidavit of Compliance.
- (2) Introduce Attachment XIV, Verification of Employment Status Certification.
- (3) Introduce Attachment XV, Certification Regarding Scrutinized Companies Lists.

ATTACHMENT I, STATEMENT OF WORK

- (1) Section 1.2.2 is hereby deleted.
- (2) Section 1.3.1 is hereby amended to read as follows:

1.3.1 General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive. The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

- (3) Sections 2.3.2 is hereby amended to read as follows:

2.3.2 Providers and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in 2 CFR Part 215; (b) a procedure for conducting a physical inventory of equipment at least once every two years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Provider shall promptly investigate, fully document and notify the Consumer Services Consultant of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to the Consumer Services Consultant.

- (4) Section 2.7.4 is hereby amended with the addition of subsection enumeration 2.7.4.1 to read as follows:

2.7.4 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this Agreement are eligible for the program, and

that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in **Paragraphs 1.4 - 1.4.2 and 2.1 - 2.1.6.**

2.7.4.1 Any nonconforming program services, performance reports or financial records not meeting the aforementioned requirements shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the Provider. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

CONTRACT ATTACHMENTS:

Attachments XIII, Background Screening Affidavit of Compliance; XIV, Verification of Employment Status Certification; and XV, Certification Regarding Scrutinized Companies Lists are introduced and attached hereto.

DEPARTMENT OF



BACKGROUND SCREENING Affidavit of Compliance

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer", means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services, or has access to the client's living area, funds, or personal property. A direct service provider also includes coordinators, managers, and supervisors of residential facilities; and volunteers. § 430.0402, Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State Zipcode

I, _____ do hereby affirm under penalty of perjury,
Name of Representative

that level 2 background screening has been conducted in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes.

Signature of Representative

Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

ATTACHMENT XIV

Verification of Employment Status Certification

As a condition of contracting with the **Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**, Palm Beach County Board of County Commissioners hereby referred to as Provider certifies the use of the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of (a) all persons employed during the Agreement term to perform employment duties within the State of Florida and (b) all persons (including subcontractors) assigned by the Provider to perform work pursuant to the Agreement with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

Signature

(Same as Agreement signature)

Date

Title

Palm Beach County Board of County Commissioners

ATTACHMENT XV

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Provider named in the Agreement to which this form is an attachment, hereby certifies that:

- (1) The Provider understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc.(Agency) for goods or services of \$1 million or more.
- (2) The Provider understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to the Agency is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.
- (3) The Provider understands that the Agreement to which this form is an attachment may be terminated by the Agency if the Provider submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature

Date

(Same as Agreement signature)

Title

Palm Beach County Board of County Commissioners

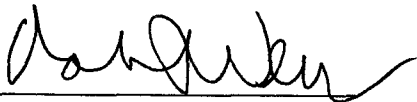
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the Agreement.

This amendment and all its attachments are hereby made a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 10 page amendment to be executed by their officials thereunto duly authorized.

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

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

SIGNED BY: 
Robert Weisman, County Administrator

SIGNED BY: 

DATE: 1/12/12
SHARON R. BOCK, Clerk and Comptroller

NAME: Shelley Hill

BY: _____

TITLE: Secretary

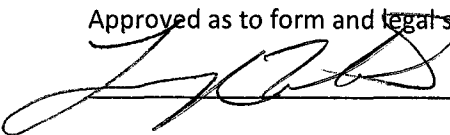
DATE: _____

DATE: 12/6/2011

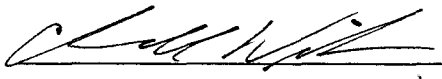
Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency


Assistant County Attorney

Approved as to terms and conditions


Department Director

Attestation Statement

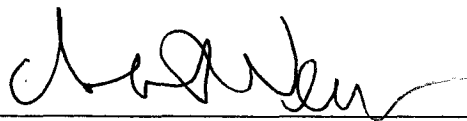
Agreement/Contract Number IA111-9500

Amendment Number 003

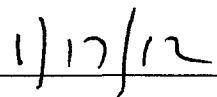
I, Robert Weisman attest that no changes or revisions have been made to the content of

(Provider Representative)

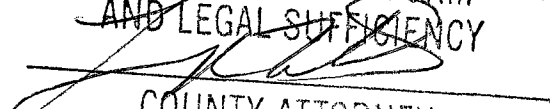
the above referenced agreement or amendment between The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and Palm Beach County Board of County Commissioners. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media,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



Signature of Provider Representative



Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY