### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

	AGENDA	ITEM	SUMMARY			
e=====================================	======================================	[X] []	Consent Ordinance	[ [	] ]	Regular Public Hearing
Department Submitted By: Submitted For:	Community Servi Division of Senio	<u>ces</u> r Servi	<u>ces</u> ====================================	==:	== =	
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### Motion and Title: Staff recommends motion to approve:

**A)** Amendment 003 to Standard Agreement No. IA016-9500 (R2016-0321) for Older Americans Act (OAA) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period January 1, 2017, through December 31, 2017, to, revise and replace portions of the standard agreement to provide in-home and community based services;

**B)** Amendment 005 to Standard Agreement No. IH015-9500 (R2015-1445) for Home Care for the Elderly (HCE) with AAA, for the period July 1, 2015, through June 30, 2018, to revise and replace portions of the standard agreement to assist older adults and their caregivers with the provision of care in a family-type living arrangement as an alternative to institutional care; and

**C)** Amendment 004 to Standard Agreement No. IZ015-9500 (R2015-1448) for Alzheimer's Disease Initiative (ADI) with AAA, for the period of July 1, 2016, through June 30, 2017, to revise, and replace portions of the standard agreement to provide assistance to seniors and caregivers by ensuring that individuals affected with Alzheimer's disease and other forms of dementia are given essential services to help them live independently in their own homes.

**Summary:** Grant adjustments are made during the contract year to align services with need. These amendments are necessary to incorporate changes made to the standard agreements. Palm Beach County Division of Senior Services is responsible for providing services north of Hypoluxo Rd. The areas of service include all of the districts, excluding portions of Districts 3, 4, 5 and 7 south of Hypoluxo Rd. The Mae Volen Senior Center, Inc. is responsible for providing services in the areas south of Hypoluxo Rd. Sufficient funding is included in the current budget to meet County obligations. **No additional County funds or budget amendment are required.** (Division of Senior Services) <u>Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Rd (HH).</u>

**Background and Justification:** Funds are used to provide various in-home and community based services to older adults in Palm Beach County, which preserves their independence and defers the need for more costly institution care.

#### **Attachments:**

OAA Amendment 003
HCE Amendment 005
ADI Amendment 004

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Recommended By:	Départment Director	3/17/1 <b>9</b> Date
Approved By:	Manuel Boltm Assistant County Administrator	3/28 / N Date

### **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					-
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE			
POSITIONS			
(Cumulative)			

### Is Item Included in Current Budget?

Yes X No \_\_\_\_

Budget Account No.:

Fund 1006 Dept 144 Unit Var. Object Var. Program Code Var. Program Period Var.

#### **Recommended Sources of Funds/Summary of Fiscal Impact:** В.

Funding sources are Federal, State, and Palm Beach County.

C. **Departmental Fiscal Review:** 

Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS** 

Α. **OFMB** Fiscal and/or Contract Development and Control Comments:

MB 27317 3120

10 rah Contract/Development and Control

Β.

### Assistant County Attorney

Legal Sufficiency;

C. **Other Department Review:** 

**Department Director** 

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

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, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Provider" and collectively referred to as the "Parties", amends Agreement IA016-9500.

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The purpose of this amendment is to revise and replace ATTACHMENT V, CONTRACT REPORT CALENDAR.

## ATTACHMENT V, CONTRACT REPORT CALENDAR is hereby revised and replaced with the following ATTACHMENT V.

#### ATTACHMENT V

Invoice #	Based On	Service Period	Due Date	CIRTS Available until next Invoice Due Date
1	January Advance Invoice*	n/a	December 20	n/a
2	February Advance Invoice*	n/a	December 20	n/a
3	January Invoice	1/1-1/31	February 10	February 16
4	February Invoicet	2/1-2/28	March 10	March 16
	Minority Vendor Report # 1	1/1-3/31	April 1	
5	March Invoicet	3/1-3/31	April 10	April 16
6	April Invoice	4/1-4/30	May 10	May 16
7	May Invoice	5/1-5/31	June 10	June 16
	Minority Vendor Report # 2	4/1-6/30	July 1	
8	June Invoice	6/1-6/30	July 10	July 16
9	July Invoice	7/1-7/15	August 10	August 16
	Service Cost Report	1/1-6/30	August 15	
	Minority Vendor Report # 3	7/1-9/30	October 1	
10	August Invoice	7/16-8/15	September 10	September 16
11	September Invoice	8/16-9/15	October 10	October 16
12	October Invoice	9/16-10/15	November 10	November 16
13	November Invoice	10/16-11/15	December 10	December 16
	Minority Vendor Report # 4	10/1-12/31	January 1	
14	December Invoice	11/16-12/15	January 10	January 16
15	Final Invoice and Closeout Report	12/16-12/31	February 15	Closed February 15

#### AGREEMENT REPORTING SCHEDULE

Note #1: All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with Report 5.

Note #2: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

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 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 the Agreement.

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#### AMENDMENT 003

#### IA016-9500

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

IN WITNESS WHEREOF, the Parties hereto have caused this 4 page amendment to be executed by their officials there unto duly authorized.

Provider:	Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners	AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.
SIGNED BY: Paulette E	Burdick, Mayor	SIGNED BY:
SHARON R. I	30CK, Clerk and Comptroller	NAME:
BY:	Deputy Clerk	TITLE:
DATE:		DATE:
Federal Tax II Fiscal Year Er	D: 59-6000785 Iding Date: 9/30/17	

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Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

an 3 M BY: DEPARTMENT HEAD

#### **Attestation Statement**

Agreement/Contract Number IA016-9500

Amendment Number 003

I,\_\_\_\_\_Paulette Burdick, Mayor\_\_\_\_\_\_, attest that no changes or revisions have

(Provider Representative)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging and Palm Beach County, a political subdivision of the State of Florida, by and through its 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/contract content.

Signature of Provider Representative

Approved As To Form And Legal Sufficiency Attest: Sharon R. Bock Clerk and Comptroller

Date

By:\_\_\_

Assistant County Attorney

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By:\_\_\_\_\_ Deputy Clerk 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, a political subdivision of the State of Florida by and through its Board of County Commissioners, hereinafter referred to as the "Provider" and collectively referred to as the "Parties", amends Agreement IH015-9500.

The purpose of this amendment is to revise and replace ATTACHMENT IV, AGREEMENT REPORT SCHEDULE.

## (1) ATTACHMENT IV, AGREEMENT REPORT SCHEDULE is hereby revised and replaced with the following ATTACHMENT IV.

#### ATTACHMENT IV

Invoice #	Based On	Service Period	Basic Subsidy Only Due Date	All Other Services and Reports Due Date (Includes Encumbrance Analysis Report)	CIRTS Available until next Invoice Due Date
1	July Invoice	7/1-7/15	July 25	July 25	July 31
2	August Invoice	7/16-8/15	August 25	August 25	August 31
3	September Invoice	8/16-9/15	September 25	September 25	September 30
	Minority Vendor Report # 1	7/1-9/30		October 1	
4	October Invoice	9/16-10/15	October 25	November 20	November 25
5	November Invoice	10/16-11/15	November 25	December 20	December 25
6	December Invoice	11/16-12/15	December 25	January 20	January 25
	Minority Vendor Report # 2	10/1-12/31		January 1	
7	January Invoice	12/16-1/15	January 25	February 20	February 25
8	February Invoice	1/16-2/15	February 25	March 20	March 25
	Service Cost Report	7/1-12/31		March 15	
9	March Invoice	2/16-3/15	March 25	April 20	April 25
	Minority Vendor Report # 3	1/1-3/31		April 1	
10	April Invoice	3/16-4/15	April 25	May 20	May 25
11	May Invoice	4/16-5/15	May 25	June 20	June 25
12	June Invoice	5/16-6/15	June 25	July 20	July 25
	Minority Vendor Report # 4	4/1-6/30		July 1	
13	Final Invoice and Closeout Report	6/16-6/30	July 25	August 10	Closed August 10

#### AGREEMENT REPORTING SCHEDULE

Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

#### AMENDMENT 005

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 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 the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this 3 page amendment to be executed by their

PALM BEACH COUNTY, FLORIDA, Provider: a political subdivision of the State of Florida, by and through its Board of **County Commissioners** 

SIGNED BY:

Paulette Burdick, Mayor

SHARON R. BOCK, Clerk and Comptroller

BY: \_\_\_\_

Deputy Clerk DATE:

Federal Tax ID: 59-6000785 Fiscal Year Ending Date: 930/17

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions

and **Department Director** 

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BEACH /TREASURE COAST, INC.

AREA AGENCY ON AGING OF PALM

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

NAME:

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

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

**Attestation Statement** 

Agreement/Contract Number IH015-9500

Amendment Number 005

I. Paulette Burdick, Mayor

\_\_\_\_\_, attest that no changes or revisions have

#### (Provider Representative)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging and Palm Beach County, a political subdivision of the State of Florida by and through its 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/contract content.

Signature of Provider Representative

Date

Approved As To Form And Legal Sufficiency Attest: Sharon R. Bock Clerk and Comptroller

Deputy Clerk

By:\_

By:\_

Assistant County Attorney

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#### AMENDMENT 004

IZ015-9500

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, a political subdivision of the State of Florida by and through its Board of County Commissioners hereinafter referred to as the "Provider" and collectively referred to as the "Parties", amends Agreement IZ015-9500.

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The purpose of this amendment is to revise and replace ATTACHMENT III, AGREEMENT REPORT SCHEDULE.

# (1) ATTACHMENT III, AGREEMENT REPORT SCHEDULE is hereby revised and replaced with the following ATTACHMENT III.

#### ATTACHMENT III

Invoice #	Based On	Service Period	Due Date	CIRTS Available until next Invoice Due Date
1	July Advance Invoice*	n/a	June 20	n/a
2	August Advance Invoice*	n/a	June 20	n/a
3	July Invoice / Surplus Deficit Report	7/1-7/15	August 15	August 21
4	August Invoice / Surplus Deficit Report	7/16-8/15	September 15	September 21
	Minority Vendor Report # 1	7/1-9/30	October 1	
5	September Invoice / Surplus Deficit Report/Encumbrance Analysis Report	8/16-9/15	October 15	October 21
6	October Invoice / Surplus Deficit Report	9/16-10/15	November 15	November 21
7	November Invoice / Surplus Deficit Report /Encumbrance Analysis Report	10/16-11/15	December 15	December 21
· ·	Minority Vendor Report # 2	10/1-12/31	January 1	
8	December Invoice / Surplus Deficit Report/Encumbrance Analysis Report	11/16-12/15	January 15	January 21
9	January Invoice / Surplus Deficit Report/Encumbrance Analysis Report	12/16-1/15	February 15	February 21
10	February Invoice / Surplus Deficit Report/Encumbrance Analysis Report	1/16-2/15	March 15	March 21
	Service Cost Report	7/1-12/31	March 15	
	Minority Vendor Report # 3	1/1-3/31	April 1	
11	March Invoice / Surplus Deficit Report/Encumbrance Analysis Report	2/16-3/15	April 15	April 21
12	April Invoice / Surplus Deficit Report/Encumbrance Analysis Report	3/16-4/15	May 15	May 21
13	May Invoice / Surplus Deficit Report/Encumbrance Analysis Report	4/16-5/15	June 15	June 21
	Minority Vendor Report # 4	4/1-6/30	July 1	
14	June Invoice /Surplus Deficit Report/Encumbrance Analysis Report	5/16-6/15	July 15	July 21
15	Final Invoice and Closeout Report	6/16-6/30	August 1	Closed August 1
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#### AGREEMENT REPORTING SCHEDULE

Note # 1: All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with Report 5.

Note #2: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

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Department Director

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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 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 the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this 4 page amendment to be executed by their officials there unto duly authorized.

Provider:	Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners	AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.
SIGNED BY	Y: Paulette Burdick, Mayor	SIGNED BY:
DATE:		
SHARON R	. BOCK, Clerk and Comptroller	NAME:
BY:		TITLE:
DATE:	Deputy Clerk	DATE:
Federal Tax Fiscal Year	ID: <u>59-6000785</u> Ending Date: <u>9/30/17</u>	
Approved as	to form and legal sufficiency	
	ant County Attorney to terms and conditions	
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#### **Attestation Statement**

Agreement/Contract Number <u>IZ015-9500</u>

Amendment Number 004

I, Paulette Burdick, Mayor, attest that no changes or revisions have

(Provider Representative)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging 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/contract content.

Signature of Provider Representative

Date

Approved As To Form And Legal Sufficiency

By:

Assistant County Attorney

Attest: Sharon R. Bock Clerk and Comptroller

By:

4

**Deputy Clerk**