

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 23, 2018       [X]   Consent   [ ]   Regular
                                      [ ]   Ordinance [ ]   Public Hearing
Department
Submitted By: Community Services
Submitted For: Division of Senior Services
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I. EXECUTIVE BRIEF

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

**A)** Amendment 007 to Standard Agreement No. IC015-9500 (R2015-1447) for Community Care for the Elderly (CCE) with Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period July 1, 2015, through June 30, 2018, to revise and replace portions of the standard agreement, to assist seniors and caregivers by providing in-home services to help seniors live independently; and

**B)** Amendment 006 to Standard Agreement No. IZ015-9500 (R2015-1448) for Alzheimer’s Disease Initiative (ADI) with AAA, for the period July 1, 2015, through June 30, 2018, 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 offered 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. The changes are administrative only and do not affect current funding. The 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 County funds or budget amendments are required for these amendments.** (Division of Senior Services) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Rd (HH).

**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:**

1. CCE Amendment 007
2. ADI Amendment 006

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Recommended By: James E. Ger              12-19-17
                  Department Director        Date

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Approved By: Nancy L. Bolton            12/28/17
               Assistant County Administrator Date

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**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				


# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes X No      
 Does this item include the use of federal funds? Yes X No    

Budget Account No.:  
 Fund 1006 Dept Var. Unit Var. Object Var. Program Code Var. Program Period Var.

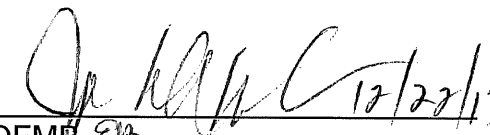
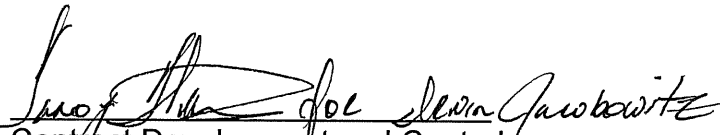
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

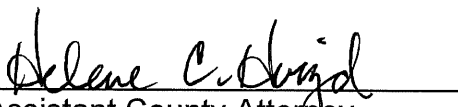
Amendments are administrative only, no fiscal impact.

C. Departmental Fiscal Review:   
 Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

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

 12/22/17  
 OFMB <sup>EB</sup> 1422  
 12/22/17  
 Susan Jacobowitz  
 Contract Development and Control

B. Legal Sufficiency:  
  
 Helene C. Boyd  
 Assistant County Attorney

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 IC015-9500.

This amendment (1) revises Section 2.5 of ATTACHMENT I; (2) revises and replaces ATTACHMENT IV, AGREEMENT REPORTING SCHEDULE; and (3) adds ATTACHMENT VIII, ANNUAL CO-PAY COLLECTION REPORT.

**STANDARD AGREEMENT:**

**(1) Section 2.5 of ATTACHMENT I is hereby amended to read:**

**2.5 RECORDS AND DOCUMENTATION**

The Provider shall ensure, on a monthly basis, that client and service information is properly collected and maintained within the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Agency standards and the DOEA Programs and Services Handbook.

(2) Attachment IV, Agreement Report Schedule is replaced with the following Attachment IV.

## ATTACHMENT IV

## (1) AGREEMENT REPORTING SCHEDULE

Invoice #	Based On	Service Period	Due Date	CIRTS Available until next Invoice Due Date
1	July Advance Invoice*	n/a	June 29	n/a
2	August Advance Invoice*	n/a	June 29	n/a
3	July Invoice /Encumbrance Analysis Report	7/1-7/31	August 15	August 26
4	August Invoice / Encumbrance Analysis Report	8/1-8/31	September 15	September 26
	Minority Vendor Report # 1	7/1-9/30	October 1	
5	September Invoice /Encumbrance Analysis Report	9/1-9/30	October 15	October 26
6	October Invoice / Encumbrance Analysis Report	10/1-10/31	November 15	November 26
7	November Invoice /Encumbrance Analysis Report	11/1-11/30	December 15	December 26
	Minority Vendor Report # 2	10/1-12/31	January 1	
8	December Invoice /Encumbrance Analysis Report	12/1-12/31	January 15	January 26
9	January Invoice / Encumbrance Analysis Report	1/1-1/31	February 15	February 26
10	February Invoice /Encumbrance Analysis Report	2/1-2/28	March 15	March 26
	Service Cost Report	7/1-12/31	March 15	
	Minority Vendor Report # 3	1/1-3/31	April 1	
11	March Invoice / Encumbrance Analysis Report	3/1-3/31	April 15	April 26
12	April Invoice / Encumbrance Analysis Report	4/1-4/30	May 15	May 26
13	May Invoice /Encumbrance Analysis Report	5/1-5/31	June 15	June 26
	Minority Vendor Report # 4	4/1-6/30	July 1	
14	June Invoice /Encumbrance Analysis Report	6/1-6/30	July 15	July 26
15	Final Invoice, Closeout Report and Annual Co-pay Collection Report	7/1-6/30	August 5	Closed August 5
<p>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.</p> <p>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.</p>				

(3)ATTACHMENT VIII, ANNUAL CO-PAY COLLECTION REPORT is hereby added to this Agreement

**ANNUAL CO-PAY COLLECTION REPORT  
COMMUNITY CARE FOR THE ELDERLY**

**PROVIDER NAME:**

**CONTRACT #:**

**CONTRACT PERIOD:**

**PSA: 9**

**REPORT PERIOD:** FROM: \_\_\_\_\_ TO: \_\_\_\_\_

1. Number of persons assessed co-payments.	_____
2. Number of persons terminated for non-payment of assessed co-payments.	_____
3. Number of persons waived from termination for non-payment of co-payments.	_____
4. Number of persons waived from assessment of co-payments,	_____
5. Number of persons exempt from paying co-payments.	_____
6. Total amount of co-payments assessed.	\$ _____ -
7. Total amount of co-payments, contributions or full payments collected	\$ _____ -

I certify that the above report is a true reflection of the period's activities.

**PRINT NAME AND TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

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 5 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: \_\_\_\_\_  
Melissa McKinlay, Mayor

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

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

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

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

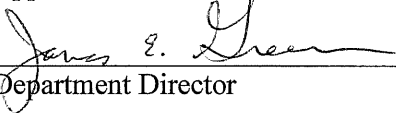
Federal Tax ID: 59-6000785

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 IC015-9500

Amendment Number 007

I, Melissa McKinlay, 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  
Melissa McKinlay, Mayor

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency

By: *Helene Colby*  
Assistant County Attorney

Attest:  
Sharon R. Bock  
Clerk and Comptroller

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 IZ015-9500.

This amendment (1) revises Section 1.1.1 of ATTACHMENT I; (2) revises Section 2.1.3 of ATTACHMENT I; (3) revises Section 2.2 of ATTACHMENT I; (4) revises Section 2.3.1a of ATTACHMENT I; (5) revises and replaces ATTACHMENT III AGREEMENT REPORTING SCHEDULE; and (6) adds ATTACHMENT VIII, ANNUAL CO-PAY COLLECTION REPORT.

**(1) Section 1.1.1 of ATTACHMENT I is hereby revised to read:**

**1.1.1 Definitions of Acronyms**

Alzheimer's Disease (AD)  
Alzheimer's Disease Initiative (ADI)  
Activities of Daily Living (ADL)  
Assessed Priority Consumer List (APCL)  
Adult Protective Services (APS)  
Client Information and Registration Tracking System (CIRTS)  
Community Care for Disabled Adults (CCDA)  
Corrective Action Plan (CAP)  
Department of Elder Affairs – (DOEA) or Department  
Florida Administrative Code – (F.A.C.)  
Florida Statutes – (F.S.)  
Home Care For Disabled Adults (HCDA)  
Instrumental Activities of Daily Living (IADL)  
Memory Disorder Clinic (MDC)  
Planning and Service Area (PSA)  
Summary of Programs and Services (SOPS)  
United States Code – (U.S.C.)



**(2) Section 2.1.3 of ATTACHMENT I is hereby revised to read:****2.1.3 Delivery of Services to Eligible Clients**

The Provider shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Provider shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook which is incorporated by reference. Services categories include:

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Counseling (Gerontological);
- (5) Counseling (Mental Health/Screening);
- (6) Education/Training;
- (7) Intake;
- (8) Model Day Care;
- (9) Respite (Facility-Based);
- (10) Respite (In-Home);
- (11) Specialized Medical Equipment, Services, and Supplies; and
- (12) Transportation

Services that are underlined in sections 2.1.3 and 2.3 below must be a part of the Provider's Service Provider Application.

**(3) Section 2.2 of ATTACHMENT I is hereby revised to read:****2.2 Service Times**

The Provider shall ensure the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours or as otherwise specified in Proviso or the Subcontractor's approved service provider application. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

**(4) Section 2.3.1a of ATTACHMENT I is hereby revised to read:**

**2.3.1 Delivery of Services to Eligible Clients**

The Provider shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories.

a.

Service	Unit of Service
<u>Case Aide</u> Counseling; Counseling (Gerontological); Individual; Model Day Care; Respite In-Facility <u>Respite In-Home</u> Caregiver Train/Support (Indv) <u>Case Management</u>	Hour
Education/Training;  Specialized Medical <u>Equipment, Services and</u>	Episode
Transportation	One-Way Trip

(5) Attachment III, Agreement Report Schedule, is replaced with the following Attachment III.

**ATTACHMENT III**

**AGREEMENT REPORTING SCHEDULE**

<b>Invoice #</b>	<b>Based On</b>	<b>Service Period</b>	<b>Due Date</b>	<b>CIRTS Available until next Invoice Due Date</b>
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(6) ATTACHMENT VIII, ANNUAL CO-PAY COLLECTION REPORT is hereby added to this Agreement:

**ANNUAL CO-PAY COLLECTION RPORT  
ALZHEIMER'S DISEASE INITIATIVE**

PROVIDER NAME:

CONTRACT #:

CONTRACT PERIOD:

PSA: 9

REPORT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

1. Number of persons assessed co-payments.	_____
2. Number of persons terminated for non-payment of assessed co-payments.	_____
3. Number of persons waived from termination for non-payment of co-payments.	_____
4. Number of persons waived from assessment of co-payments,	_____
5. Number of persons exempt from paying co-payments.	_____
6. Total amount of co-payments assessed.	\$ -
7. Total amount of co-payments, contributions or full payments collected	\$ -

I certify that the above report is a true reflection of the period's activities.

PRINT NAME AND TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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 7 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: \_\_\_\_\_  
Melissa McKinlay, Mayor

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

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

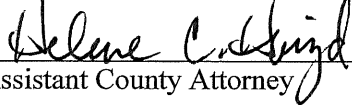
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DATE: \_\_\_\_\_

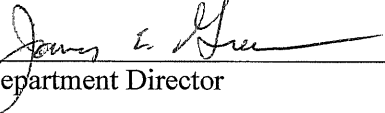
Federal Tax ID: 59-6000785

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 IZ015-9500

Amendment Number 006

I, Melissa McKinlay, 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  
Melissa McKinlay, Mayor

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency

By *Helene C. Hingel*  
Assistant County Attorney

Attest:  
Sharon R. Bock  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk