

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	9,348				
External Revenue	(6,015)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	3,333				
# 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

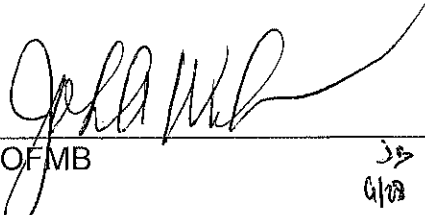
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding sources are the State of Florida, Department of Elder Affairs and County funds. Previous resolution for CCE is Standard Agreement No. IC011-9500 (R2011-1317). Previous resolution for EHEAP is Standard Agreement No. IP011-9500 (R2011-1743). Previous resolution for NSIP is Standard Agreement No. IU011-9500 (R2011-0465), and Amendment No. 001 (R2011-1147). Previous resolution for HCE is Standard Agreement No. IH011-9500 (R2011-1316). Previous resolution for HCE is Contract Renewal No. IH010-9500 (R2010-1227), Amendment No. 001 (R2010-1228), Amendment No. 002 (R2010-1516), Amendment No. 003 (R2011-0723), Amendment No. 004 (R2011-1142), Amendment No. 005 (R2011-1143), and Amendment No. 006 (R2011-1745). There is no fiscal impact for EHEAP, NSIP, and HCE. Required County funds of \$3,333 for CCE are included in the current budget.

C. Departmental Fiscal Review: 
 Taruna Malhotra, Director of Financial & Support Svcs

III. REVIEW COMMENTS

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


 OFMB js 6/28 OK 6/27/12 Contract Development and Control
 7-5-12 BWhell

B. Legal Sufficiency:

 7/5/12
 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT
FUND 1006 DOSS - Administration**

BGRV - 144- 050412*529
BGEX - 144- 050412*1410

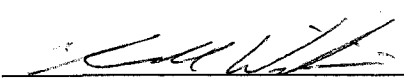
Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 6/27/12	REMAINING BALANCE
<u>REVENUES</u>								
<u>DOSS-HCE</u>								
144-1481-3469	State Grant Other Human Services	8,291	8,291	9,173		17,464		
<u>DOSS-CCE</u>								
144-1443-3469	State Grant Other Human Services	1,071,342	1,071,342	4,833		1,076,175		
	Total Receipts and Balances	7,701,308	7,708,751	14,006	0	7,722,757		
 <u>EXPENDITURES</u>								
<u>DOSS-HCE</u>								
144-1481-4901	Other Current Charges & Obligations	1	5,851	9,173		15,024	2,472	12,552
<u>DOSS-CCE</u>								
144-1443-3101	Professional Services - Other	0	0	4,833		4,833	0	4,833
	Total Appropriations & Expenditures	7,701,308	7,708,751	14,006	0	7,722,757		

OFMB

 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures **Date**

 6/27/12

By Board of County Commissioners
 At Meeting of July 10, 2012

 Deputy Clerk to the
 Board of County Commissioners

Jv → Bob W

MEMORANDUM



TO: Robert Weisman
County Administrator

FROM: Channell Wilkins, Director *[Signature]*
Community Services Department

DATE: June 7, 2012

RE: Division of Senior Services (DOSS)
Amended Contracts

Pursuant to Resolution R-2010-1942, your signature is needed for the approval of the enclosed amended contracts. 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 attached:

- A) Amendment 001 to Standard Agreement No. IC011-9500 (R2011-1317) for Community Care for the Elderly (CCE) with the AAA for the period July 1, 2011, through October 1, 2012, to increase the agreement by \$30,000 and to revise Attachment II, CCE Agreement Budget Summary; and
- B) Amendment 001 to Standard Agreement No. IP011-9500 (R2011-1743) for Emergency Home Energy Assistance Program (EHEAP) with AAA for the period September 1, 2011, to July 31, 2012, to amend Paragraph 3 extending contract end date, amend Paragraphs 6.4, 2.3.2.1.1 and 3.2 of Attachment I, amend Attachments III and VIII; introduce Paragraphs 6.6, 6.7, and Attachment XIII; introduce Paragraph 49 and renumber existing paragraph 49 and 50 as 50 and 51; and
- C) Amendment 002 to Standard Agreement No. IU011-9500 (R2011-0465) for Nutrition Services Incentive Program (NSIP) with AAA for the period October 1, 2010, to December 30, 2011, to increase the total amount of the agreement by \$6,167.64, amend Paragraph 4, Paragraph 3.1 of Attachment I, and revise and replace Attachment III Exhibit 1; and
- D) Amendment 001 to Standard Agreement No. IH011-9500 (R2011-1316) for Home Care for the Elderly (HCE) with AAA, for the period July 1, 2011, to October 1, 2012, to increase Case Management by \$15,000 and decrease Subsidy by \$45,000 and to revise Attachment II HCE Agreement Budget Summary; and

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



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

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Affirmative Action Employer"

printed on recycled paper

- E) Amendment 007 to Contract Renewal No. IH010-9500 (R2011-1227) for HCE with AAA, for the period July 1, 2010, to October 1, 2011, to increase Case Management by \$1,089.38 and decrease Subsidy by \$1,241.57 and to revise Attachment II HCE Agreement Budget Summary.

Staff will submit these items at the Board's July 10, 2012, Commission Meeting 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 R. Manfra at (561) 355-4750.

Approved by:

Sarina Malhotra *[Signature]* 6/11/12
Director, Financial & Support Svcs. 6/7/12 Senior Assistant County Attorney
[Signature] 6/12/12
Assistant County Administrator

Attachments: Resolution No. R2010-1942
Five (5) Amendments

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.

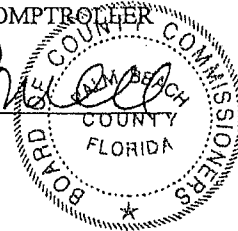
APPROVED AS TO FORM
SUFFICIENCY

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

SHARON R. BOCK, CLERK/COMPTROLLER

By: Jenny K. [Signature]
Assistant County Attorney

By: Nancy [Signature]
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 Board of County Commissioners, hereinafter referred to as the "provider", amends contract IC011-9500.

The purpose of this amendment is to increase the agreement by \$30,000 and to revise ATTACHMENT II, COMMUNITY CARE FOR THE ELDERLY AGREEMENT BUDGET SUMMARY.

Additionally, this amendment (1) amends Paragraph D, of the Standard Agreement; (2) amends Paragraph H.1.10 of the Standard Agreement; (3) introduces Paragraph H.1.12 of the Standard Agreement; (4) introduces Paragraph I.6 of the Standard Agreement; (5) introduces Paragraph ZZ, and renumbers existing paragraph ZZ and AAA as AAA and BBB of the Standard Agreement; (6) amends Attachment I, Section III. A; (7) revises and replaces ATTACHMENT II, Budget Summary; and (8) adds ATTACHMENT VII.

STANDARD AGREEMENT:

(1) Paragraph D of the Standard Agreement, is hereby amended to read:

D. Agreement Amount

The agency agrees to pay for contracted services according to the statement of work, ATTACHMENT I of this agreement in an amount not to exceed \$1,052,684.00 subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement. The provider agrees to utilize the approved rate sheet, ATTACHMENT III for contracted services the agency agrees to pay for.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2011	General Revenue	65.010	\$1,052,684.00
TOTAL AGREEMENT AMOUNT:				\$1,052,684.00

(2) Paragraph H.1.10 of the Standard Agreement, is hereby amended to read:

1.10. The provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

(3) Paragraph H.1.12 of the Standard Agreement is hereby introduced to read:

1.12. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, The provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by provider during the agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

(4) Paragraph I.6 of the Standard Agreement is hereby introduced to read:

- 6 In accordance with s. 287.135 F.S., any provider 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 XIV, Certification Regarding Scrutinized Companies Lists, prior to the execution of this agreement.

- (5) Paragraphs ZZ., ZZ.1 and ZZ.2 of the Standard Agreement are hereby introduced to read:

ZZ. Electronic Records and Signature

The agency authorizes, but does not require, the provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

1. The Agency's authorization pursuant to this section does not authorize electronic transactions between the provider and the agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the agency.
2. Upon request by the agency, the provider shall provide the agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the agency of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

- (6) Attachment I, Section III, A of the Standard Agreement is hereby amended to read:

A. STATEMENT OF METHOD OF PAYMENT

This is a fixed rate for services agreement. The agency agrees to pay for contracted services according to the terms and conditions of this agreement in an amount not to exceed **\$1,052,684.00**, subject to the availability of funds.

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.

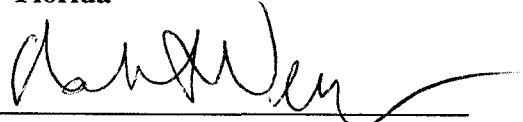
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

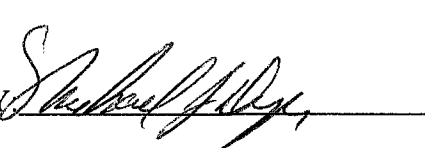
This amendment and all of its attachments are hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 11 page amendment to be executed by their officials there unto 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: 6/12/12
SHARON R. BOCK, Clerk and Comptroller

NAME: Michael Dyer

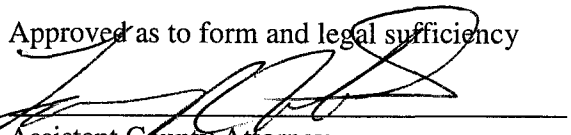
BY: _____

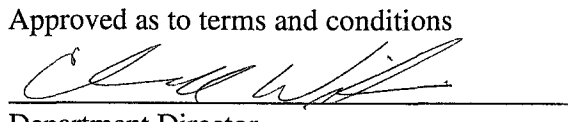
TITLE: Chair

DATE: _____

DATE: 4/27/2012

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

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ATTACHMENT II

BUDGET SUMMARY

1. CCE Client Services	\$848,147.00
2. CCE Case Management	\$184,083.00
3. CCE Case Aide	\$20,454.00
4. Total	\$1,052,684.00

ATTACHMENT VII**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Area Agency on Aging to the provider may be subject to audits and/or monitoring by the Area Agency on Aging, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Agency of staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency on Aging. In the event the Department of Elder Affairs determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Agency by this Agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Provider expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000.00 in Federal awards in its fiscal year

and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Agency of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Agreement indicates state financial assistance awarded through the Agency. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must

be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all rights and obligations to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

Two copies to the Area Agency on Aging at the following address:

**Area Agency on Aging Palm Beach/Treasure Coast
Attn: Dalia Dillon, Consumer Services Consultant
4400 N Congress Avenue
West Palm Beach, FL 33407**

Any reports, management letter, or other information required to be submitted to the Agency pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Agency for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**ATTACHMENT VII
EXHIBIT - 1**

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65010	\$1,052,684.00
TOTAL AWARD			\$1,052,684.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ATTACHMENT XIV

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.

Robert Weisman
Signature Robert Weisman

6/12/12
Date

(Same as Agreement signature)

County Administrator

Title

Palm Beach County Board of County Commissioners

COUNTY ATTORNEY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY

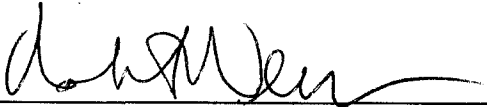
Attestation Statement

Agreement/Contract Number IC011-9500

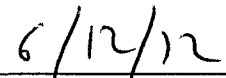
Amendment Number 001

I, Robert Weisman, County Administrator, attest that no changes or revisions have
(*Provider Representative*)

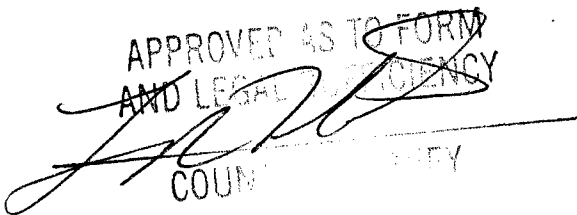
been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging and Palm Beach County Board of County Commissioners. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media,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



Signature of Provider Representative



Date



This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, hereinafter referred to as the "Agency" and Palm Beach County Board of County Commissioners, hereinafter referred to as "Provider" amends contract IP011.

The purpose of this amendment is to (1) amend Paragraph 3, of the Standard Agreement, to extend the contract end date; (2) amend Paragraph 6.4 of the Standard Agreement; (3) introduce Paragraph 6.6 of the Standard Agreement; (4) introduce Paragraph 6.7 of the Standard Agreement; (5) introduce Paragraph 49, and renumber existing paragraph 49 and 50 as 50 and 51 of the Standard Agreement (6) amend Paragraph 2.3.2.1.1 of Attachment I; (7) amend Paragraph 3.2 of Attachment I; (8) amend Attachment III; (9) amend Attachment VIII; and (10) introduce Attachment XIII.

STANDARD AGREEMENT:

(1) Paragraph 3 of the Standard Agreement is hereby amended to read:

3. Term of Agreement

This Agreement shall begin on September 1, 2011 or on the date on which the Agreement has been signed by the last party required to sign it, whichever is later. Services shall end at midnight, local time in Tallahassee, Florida, on July 31, 2012.

(2) Paragraph 6.4 of the Standard Agreement is hereby amended to read:

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

(3) Paragraph 6.6 of the Standard Agreement is hereby introduced to read:

6.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

(4) Paragraph 6.7 of the Standard Agreement is hereby introduced to read:

6.7 In accordance with s.287.135 F.S., any Provider 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 XIII the Certification Regarding Scrutinized Companies Lists, prior to the execution of this Agreement.

(5) Paragraph 49 of the Standard Agreement is hereby introduced to read:

49. Electronic Records and Signature

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, Fla. Stat.; must comply with section 28, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

49.1 The Agency’s authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

49.2 Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency of any document that was originally in electronic form with an electronic signature must indicate the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.

ATTACHMENT I (STATEMENT OF WORK)

(1) Paragraph 2.3.2.1.1 of Attachment I is hereby amended to read:

2.3.2.1.1 Emergency Home Energy Assistance for the Elderly Statistical Report

The Provider shall submit to the Consumer Services Consultant the service report entitled, “EHEAP Enrollment and Exception Statistical Report, “ in CIRTS. The report shall reflect the use of EHEAP in each CCSA. The report shall be submitted based on the following schedule:

REPORT	REPORTING PERIOD	SEASON	DATE DUE TO AGENCY
1	5/1/11-06/30/11	Cooling Season	July 10, 2011
2	07/01/11-09/30/11	Cooling Season	October 10, 2011
3	10/01/11-12/31/11	Heating Season	January 10, 2012
4	01/01/12-03/31/12	Heating Season	April 10, 2012
5	04/01/12-06/30/12	Cooling Season	July 10, 2012
6	07/01/12-07/31/12	Cooling Season	August 10, 2012

(2) Paragraph 3.2.1 of Attachment I is hereby amended to read:

3.2. Date for Final Request for Payment

The final request for payment will be due to the Agency no later than August 20, 2012.

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.

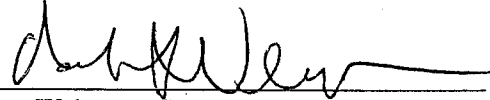
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the Agreement.

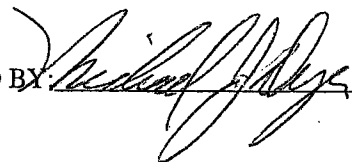
This amendment and all of its attachments are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 12 page amendment to be executed by their officials there unto 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: 6/12/12

SHARON R. BOCK, Clerk and Comptroller

NAME: Michael Dyer

BY: _____

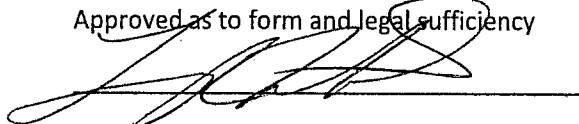
TITLE: Chair

DATE: _____

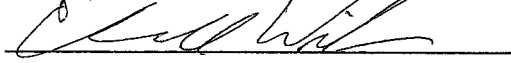
DATE: 4/27/2012

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

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ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Area Agency on Aging to the provider may be subject to audits and/or monitoring by the Area Agency on Aging, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Agency of staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency on Aging. In the event the Department of Elder Affairs determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Agency by this Agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Provider expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Agency of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Agreement indicates state financial assistance awarded through the Agency. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit

period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all rights and obligations to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

Two copies to the Area Agency on Aging at the following address:

**Area Agency on Aging Palm Beach/Treasure Coast
Attn: Dalia Dillon, Consumer Services Consultant
4400 N Congress Avenue
West Palm Beach, FL 33407**

Any reports, management letter, or other information required to be submitted to the Agency pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Agency for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

ATTACHMENT VIII

EHEAP
September 1, 2011- July 31, 2012
Fiscal and Programmatic Agreement Report and Expenditure Schedule

Report	Report Name	Submit to the "AGENCY" on or before this Date
1	September Expenditure Report	Oct 10, 2011
2	EHEAP Enrollment and Exception Statistical Report # 2	Oct 10, 2011
3	September Surplus/Deficit Report	Oct 15, 2011
4	October Expenditure Report	Nov 10, 2011
5	October Surplus/Deficit Report	Nov 15, 2011
6	November Expenditure Report	Dec 10, 2011
7	November Surplus/Deficit Report	Dec 15, 2011
8	December Expenditure Report	Jan 10, 2012
9	EHEAP Enrollment and Exception Statistical Report # 3	Jan 10 2012
10	December Surplus/Deficit Report	Jan 15, 2012
11	January Expenditure Report	Feb 10, 2012
12	January Surplus/Deficit Report	Feb 15, 2012
13	February Expenditure Report	Mar 10, 2012
14	February Surplus/Deficit Report	Mar 15, 2012
15	EHEAP Enrollment and Exception Statistical Report # 4	April 10, 2012
16	March Expenditure Report	April 10, 2012
17	March Surplus/Deficit Report	April 15, 2012
18	April Expenditure Report	May 10, 2012
19	April Surplus/Deficit Report	May 15, 2012
20	May Expenditure Report	June 10, 2012
21	May Surplus/Deficit Report	June 15, 2012
22	EHEAP Enrollment and Exception Statistical Report #5	July 10, 2012
23	June Expenditure Report	July 10, 2012
24	June Surplus/Deficit Report	July 15, 2012
25	EHEAP Enrollment and Exception Statistical Report # 6	August 10, 2012
26	July Expenditure Report	August 10, 2012
27	July Surplus/Deficit Report	August 15, 2012
28	Final Request for Payment / Closeout Report	August 20, 2012
<p>Note # 1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Agency, payment is to accompany the report.</p>		

EHEAP Enrollment and Exception Statistical Report

DEPARTMENT OF
ELDER AFFAIRS
STATE OF FLORIDA

EHEAP Enrollments and Exceptions

Report parameters:

PSA: 01
Provider: 0
Location: 00
Program: ALL PROGRAMS
City: ALL CITIES
Poverty Line:
Poverty Line Increment for each additional household member:
Start Date (MM/DD/YYYY):
End Date (MM/DD/YYYY):
Output Format: PDF

Run Report Reset

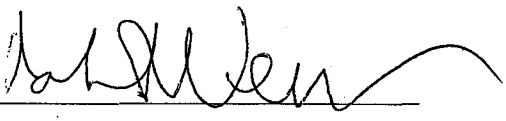
ATTACHMENT XIII

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.



JUN 19 2012

Signature Robert Weisman

Date

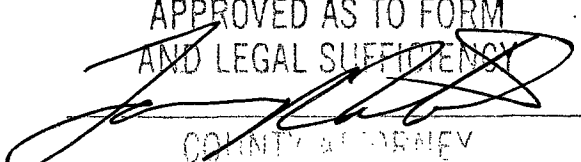
(Same as Agreement signature)

County Administrator

Title

Palm Beach County Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



COUNTY ATTORNEY

Attestation Statement

Agreement/Contract Number IP011-9500

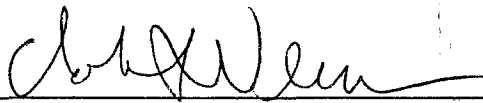
Amendment Number 001

I, Robert Weisman, County Administrator, 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.

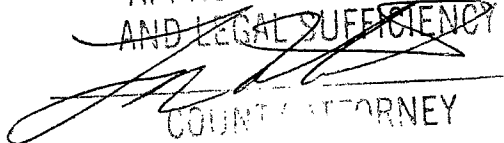
The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no affect on the agreement/contract content.



6/12/12

Signature of Provider Representative

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

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", amends contract # IU011-9500.

The purpose of this amendment is to increase the total amount of the agreement by \$6,167.64. Additionally, this amendment (1) amends paragraph 4 of the Standard Contract; (2) amends Section III, paragraph 3.1; and (3) revises and replaces Attachment III, Exhibit – 1.

1. Section 4 of the Standard Contract is hereby amended to read:

4. Agreement Amount

The Agency agrees to pay for services according to the terms and conditions of this Agreement in an amount not to exceed \$311,498.64, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract and or Agreement from any other source are not eligible for payment under this Agreement.

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Nutrition Services Incentive Program	2010-2011	Older Americans Act	93.053	\$311,498.64
TOTAL AGREEMENT AMOUNT:				\$311,498.64

2. Section III, Paragraph A is amended to read:

A. This is a fixed rate agreement. The department shall make payment to the Provider for provision of services up to a maximum number of units of service and at the rate established by the department stated below:

<u>Service to be Provided</u>	<u>Units of Services</u>	<u>Unit Rate</u>	<u>Maximum Units</u>	<u>Maximum Reimbursement</u>
Eligible Congregate And Home Delivered Meals (10/1/10-9/30/11)	1 unit = 1 meal	0.68	413,878	\$281,437.04
Eligible Congregate And Home Delivered Meals (10/1/10 – 9/30/11)	1 unit = 1 meal	0.752633958	413,878	\$30,061.60

3. Attachment III, Exhibit – 1 is amended to read as follows:

**ATTACHMENT III
EXHIBIT – 1**

1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Nutrition Services Incentive Program	Older Americans Act	93.053	\$311,498.64
TOTAL FEDERAL AWARD			\$311,498.64

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0.00

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$0.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

This amendment shall be effective on the last date that the amendment is 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.

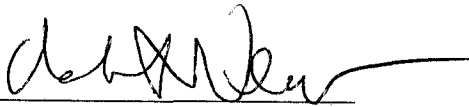
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the Agreement.

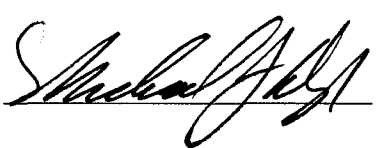
This amendment and all its attachments are hereby made a part of the Agreement.

IN WITNESS THEREOF, the parties hereto have caused this 5 page agreement to be executed by their undersigned officials as duly authorized.

**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: 6/12/12

NAME: Michael Dyer

SHARON R. BOCK, Clerk and Comptroller

BY: _____

TITLE: Chair

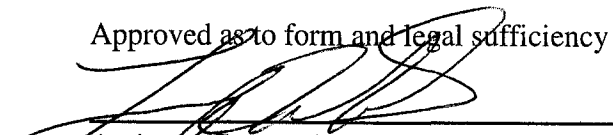
DATE: _____

DATE: 2/4/2012

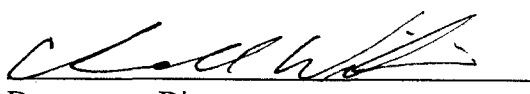
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END
(MM/DD): _____

Approved as to form and legal sufficiency


Assistant County Attorney

Approved as to terms and conditions


Department Director

Attestation Statement

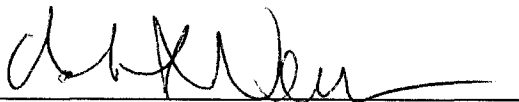
Agreement Number IU011-9500

Amendment Number 002

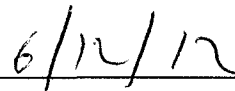
I, Robert Weisman, County Administrator, attest that no changes or revisions have been made to the
(Provider Representative)

content of the above referenced agreement/contract 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

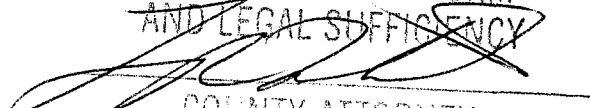
changes in page formatting, due to the differences in electronic data processing media, which has no affect
on the agreement/contract content.



Signature of Provider Representative



Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "agency", and Palm Beach County Board of County Commissioners, hereinafter referred to as the "provider", amends agreement # IH011-9500.

The purpose of this amendment is to decrease the overall total funding by \$30,000.00 and to revise ATTACHMENT II, HOME CARE FOR THE ELDERLY AGREEMENT BUDGET SUMMARY.

Additionally, this amendment (1) amends Paragraph D, of the Standard Agreement; (2) amends Paragraph H.1.10 of the Standard Agreement; (3) introduces Paragraph H.1.12 of the Standard Agreement; (4) introduces Paragraph I.6 of the Standard Agreement; (5) introduces new Paragraph ZZ, and renumbers existing paragraph ZZ and AAA as AAA and BBB of Standard Agreement; (6) amends Attachment I, Section III. A; (7) revises and replaces ATTACHMENT II, Budget Summary; (8) revises and replaces Attachment VII; (9) adds ATTACHMENT XIV; and revises and replaces the Index to Agreement Attachment.

STANDARD AGREEMENT:

(1) Paragraph D of the Standard Agreement, is hereby amended to read:

D. Agreement Amount

The agency awards for services according to the statement of work, ATTACHMENT I of this agreement in an amount not to exceed **\$23,291.00** subject to the availability of funds. The Agency will provide a spending authority in the amount of \$84,535.00 for client services. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement. The provider agrees to utilize the approved rate sheet, ATTACHMENT III for contracted services the agency agrees to pay for.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Home Care for the Elderly Program(HCE) - Case Management	2011	General Revenue	65.001	\$23,291.00
TOTAL AGREEMENT AMOUNT:				\$23,291.00

(2) Paragraph H.1.10 of the Standard Agreement, is hereby amended to read:

1.10. The provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

(3) Paragraph H.1.12 of the Standard Agreement is hereby introduced to read:

1.12. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, The Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by provider during the agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

(4) Paragraph I.6 of the Standard Agreement is hereby introduced to read:

6. In accordance with s. 287.135 F.S., any provider 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 XIV, Certification Regarding Scrutinized Companies Lists, prior to the execution of this agreement.

(5) Paragraph ZZ, ZZ.1 and ZZ.2 of the Standard Agreement is hereby amended to read:

ZZ. Electronic Records and Signature

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

1. The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.
2. Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

(6) Attachment I, Section III, A of the Standard Agreement is hereby amended to read:

A. STATEMENT OF METHOD OF PAYMENT

This is a fixed rate for services agreement. The agency agrees to pay for contracted services according to the terms and conditions of this agreement in an amount not to exceed **\$107,826.00**, subject to the availability of funds.

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.

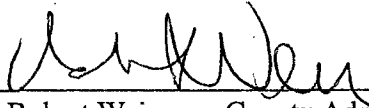
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

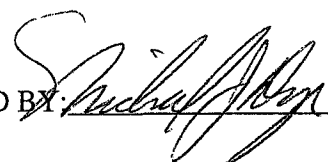
This amendment and all of its attachments are hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 11 page amendment to be executed by their officials there unto 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: 6/12/12

SHARON R. BOCK, Clerk and Comptroller

NAME: Michael Dyer

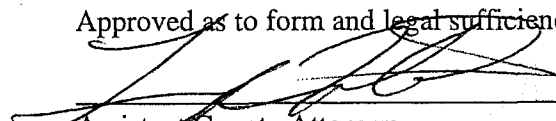
BY: _____

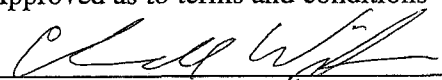
TITLE: Chair

DATE: _____

DATE: 4/27/2012

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

INDEX TO AGREEMENT ATTACHMENTS

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BUDGET SUMMARY

1. HCE Subsidies	\$84,535.00
2. HCE Case Management	\$23,291.00
3. Total	\$107,826.00

ATTACHMENT VII**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Area Agency on Aging to the provider may be subject to audits and/or monitoring by the Area Agency on Aging, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Agency of staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency on Aging. In the event the Department of Elder Affairs determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Agency by this Agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Provider expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133,

as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Agency of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Agreement indicates state financial assistance awarded through the Agency. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the Agency shall be based on the Agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency Agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all rights and obligations to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

Two copies to the Area Agency on Aging at the following address:

**Area Agency on Aging Palm Beach/Treasure Coast
Attn: Dalia Dillon, Consumer Services Consultant
4400 N Congress Avenue
West Palm Beach, FL 33407**

Any reports, management letter, or other information required to be submitted to the Agency pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Agency for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**ATTACHMENT VII
EXHIBIT - 1**

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Home Care for the Elderly	General Revenue	65.001	\$107,826.00
TOTAL AWARD			\$107,826.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ATTACHMENT XIV

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.

Robert Weisman
Signature Robert Weisman
(Same as Agreement signature)

Date

JUN 19 2012

County Administrator
Title

Palm Beach County Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY

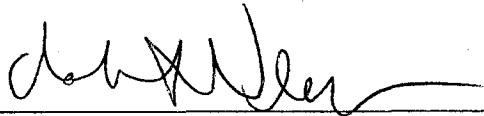
Attestation Statement

Agreement/Contract Number IH011-9500

Amendment Number 001

I, Robert Weisman, County Administrator, attest that no changes or revisions have been made to the
(*Provider Representative*)

content of the above referenced agreement/contract 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 affect on the agreement/contract content.



Signature of Provider Representative

6/12/12

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



COUNTY ATTORNEY

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "agency", and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "provider", amends agreement # IH010-9500.

The purpose of this amendment is to increase Case Management by \$1,089.38 and decrease Subsidy by \$1,241.57 and to revise ATTACHMENT II, HOME CARE FOR THE ELDERLY AGREEMENT BUDGET SUMMARY.

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,
FLORIDA, A Political
Subdivision of the State of
Florida

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

SIGNED BY: [Signature]
Robert Weisman, County Administrator

SIGNED BY: [Signature]

DATE: 6/12/12

NAME: Michael Dyer

SHARON R. BOCK, Clerk and Comptroller

BY: _____

TITLE: Chair

DATE: _____

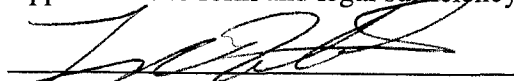
DATE: 4/27/2012

APPROVED AS TO FORM
AND
[Signature]
C.

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 II

BUDGET SUMMARY

1. HCE Subsidies	\$81,161.60
2. HCE Case Management	\$15,096.67
3. Total	\$96,258.27

Attestation Statement

Agreement/Contract Number IH010-9500
Amendment Number 007

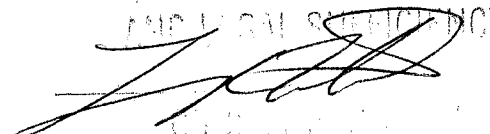
I, Robert Weisman, County Administrator, attest that no changes or revisions have been made to the
(*Provider Representative*)

content of the above referenced agreement/contract or amendment between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and Palm Beach County Board of County Commissioners, Division of Senior Services. 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 Provider Representative

6/12/12
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY CLERK