PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date	e: Aug	========= ust 19, 2014	[X] Consent [] Ordinance		======================================
Department Submitted By: Community Services Submitted For: Division of Senior Services (DOSS)					
	=====		=====	IVE BRIEF	
Motion and	Γitle: St	aff recommends			
A) receive a	ınd file				
Emerg Aging 10.3, 10.9, 1 from S revise 2.3.2.1 and re provide 2. Amend Respit 2013 1 replace Agreer	ency H (AAA) f 10.4, 20 3.1 and standard Paragra 1.1, and place A es emer dment (e for El to June e Attach ment a	ome Energy Assor April 1, 2013 .1, 22.2, 27 and 48.5 to Standard Agreement; revision 1.3.4, 1.4.5 2.5.1 of Attachments VI; VI gency home energing in Evanual Control of Standard ders Living in Evanuent VII, Budgement VIII, Budgement VIIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIIII, Budgement VIIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgement VIII, Budgemen	istance to Marc 50 of S I Agreer se and , 2.1.1, ent I; ac III and > rgy assis Agreer veryday rease to et Sum I, Sect	Program (EHEAD) Ch 30, 2014, to obtain the standard Agreement; remove Pareplace Index to 2.1.2.3, 2.1.2.4 Paragraph 2.1 (I; and add Attaction The stance to seniors) The standard funding by \$ mary; amend Pareplace III. A. RELEGIA.	2-9500 (R2012-1635) for EF) with AAA for July 1, 4,000 and to revise and aragraph D of Standard LIEF stipend volunteers
Older 2014 1 Agreer 52.2 c Section Attach replace	America to increment; rest of Standons 1.3.2 ment les Attach	an Act (OAA) wi ase total funding vise Paragraph (lard Agreement; .1, 1.3.2.2, 2.5.2 II, Exhibit I; repla	ith AAA J by \$7 8.6, 10. add P , 3.2.2, ace Atta a fedel	for January 1, 4,414; amend P 1.3, 15, 15.1, 16 aragraph 12.9, 3.3.2, and 3.3.3 achment VI; repla	-9500 (R2013-0433) for 2014 to December 31, Paragraph 4 of Standard 5, 16.1, 31, 52, 52.1 and 12.10, and 51.5; revise of Attachment I; replace ace Attachment VIII; and tive providing assistance
		Amendment of \$ al grant award fo			ministration Fund to align
Summary: (C	n page	3)			
Background	and Ju	stification: (On p	page 3)		
Attachments 1. Amendme 2. Budget Ar	nts (3)	nt for FY2014		=======================================	
D		<i>((((((((((</i>		//.	
Recommend		Department Dire	ctor	1	Date /

Assistant County Administrator

Approved By:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018	
Capital Expenditures				,	· - v · · · · · · · · · · · · · · · · ·	
Operating Costs	86,682					
External Revenue	(78,414)					
Program Income						
In-Kind Match (County)						
NET FISCAL IMPACT	8,268					
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget? Yes X No_Budget Account No.: Fund 1006 Dept 144 Unit Var. Object Var. Program Code Var. Program Period Var. B. Recommended Sources of Funds/Summary of Fiscal Impact: State, Federal and County Funds						
C. Departmental Fiscal Review: J. J. Taruna Malhotra, Director, Financial & Support Svcs.						

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:						
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		Har J. hux \$ 19114				
	OFMBKI SC JS AK	Contract Development and Control				
	124 7/26 1/24H	8 4 14 Ballicek				

B. Legal Sufficiency:

Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

Summary: Grant adjustments are made during the contract year to align services with need. These amendments were executed by County Administrator in accordance with Resolution R2013-0242, which delegated authority to County Administrator or his designee to sign documents related to DOSS/AAA grant amendments. These receive and file items are being submitted in accordance with County- wide PPM No.CW-O-051 to allow Clerk's Office to note and receive the executed amendments. The Budget Amendment is aligning the County budget with the actual grant award. Required County match funds are included in current budget. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Rd (TKF)

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



Department of Community Services Division of Senior Services Administration

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Palm Beach County Board of County Commissioners

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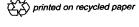
Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
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MEMORANDUM

TO:

Robert Weisman, County Administrator

THRU:

Jon Van Arnam, Assistant County Administrator

FROM:

Channell Wilkins, Community Services Department Director 😝 🖯

DATE:

June 24, 2014

RE: Division of Senior Services (DOSS) Amended Contracts

Pursuant to Resolution R-2013-0242, your signature is needed for approval of the enclosed amended contracts. This resolution permits the County Administrator signatory authority on contract amendments related to DOSS/Area Agency on Aging (AAA) grants for no more than ten percent (10%) of the contracted amount or \$150,000, whichever is greater. Attached find amendments and resolution.

- A. Amendment 005 to Standard Agreement No. IP012-9500 (R2012-1633) for Emergency Home Energy Assistance Program (EHEAP) with AAA for April 1, 2013 to March 30, 2014, to revise Paragraph 6.6, 8, 10.3, 10.4, 20.1, 22.2, 27 and 50 of Standard Agreement; add Paragraph 10.8, 10.9, 13.1 and 48.5 to Standard Agreement; remove Paragraph 14.1 and 31.1 from Standard Agreement; revise and replace Index to Agreement Attachments; revise Paragraph 1.3.4, 1.4.5, 2.1.1, 2.1.2.3, 2.1.2.4, 2.1.4.1, 2.2.2, 2.3.3, 2.3.2.1.1, and 2.5.1 of Attachment I; add Paragraph 2.1.6, 3.3, 3.3.1 and 3.3.2 to Attachment I; revise and replace Attachments VI; VIII and XI; and add Attachment D; and E. EHEAP provides emergency home energy assistance to seniors in crisis.
- B. Amendment 001 to Standard Agreement No. IR012-9500 (R2012-1635) for Respite for Elders Living in Everyday Families (REFIEF) with AAA for July 1, 2013 to June 30, 2014 to increase total funding by \$4,000 and to revise and replace Attachment VII, Budget Summary; amend Paragraph D of Standard Agreement and Attachment I, Section III. A. RELIEF stipend volunteers provide respite to caregivers/families of homebound seniors.
- C. Amendment 003 to Standard Agreement No. IA013-9500 (R2013-0433) for Older American Act (OAA) with AAA for January 1, 2014 to December 31, 2014 to increase total funding by \$74,414; amend Paragraph 4 of Standard Agreement; revise Paragraph 8.6, 10.1.3, 15, 16, 16.1, 31 and 52 of Standard Agreement; add Paragraph 12.9, 12.10, and 51.5; revise Sections 1.3.2.1, 1.3.2.2, 2.5.2, 3.2.2, 3.3.2, and 3.3.3 of Attachment I; replace Attachment III, Exhibit I; replace Attachment VI; replace Attachment VIII; and replace Attachment XI. OAA is a federal program initiative providing assistance to older persons and caregivers.

Staff will submit this item at the Board's August 19, 2014 Commission Agenda as a "Receive and File" item to allow the clerk's office to note and receive the documents in accordance with PPM CW-O-051. For additional information, please contact Faith R. Manfra (561) 355-4750.

Approved:

Director, Financial & Support Svcs.

Chief Assistant County Attorney

Aseistant County Administrator

Attachments: Resolution No. R-2013-0242

EHEAP Amendment 005 RELIEF Amendment 001 OAA Amendment 003 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," and collectively referred to as the "Parties" amends Agreement IP012-9500.

This amendment (1) revises Paragraph 6.6 of the Standard Agreement; (2) revises Paragraph 8 of the Standard Agreement; (3) revises Paragraph 10.3 of the Standard Agreement; (4) revises Paragraph 10.4 of the Standard Agreement; (5) adds Paragraphs 10.8 and 10.9 to the Standard Agreement; (6) adds Paragraph 13.1 to the Standard Agreement; (7) removes Paragraph 14.1 from the Standard Agreement; (8) revises Paragraph 20.1 of the Standard Agreement; (9) revises Paragraph 22.2 of the Standard Agreement; (10) revises Paragraph 27 of the Standard Agreement; (11) removes Paragraph 31.1 from the Standard Agreement; (12) revise Paragraph 50 of the Standard Agreement; (13) adds Paragraph 48.5 to the Standard Agreement; (14) revises and replaces the Index to Agreement Attachments; (15) revises Paragraph 1.3.4 of ATTACHMENT I; (16) revises Paragraph 1.4.5 of ATTACHMENT I; (17) revises Paragraph 2.1.1 of ATTACHMENT I; (18) revises Paragraph 2.1.2.3 of ATTACHMENT I; (19) revises Paragraph 2.1.2.4 of ATTACHMENT I; (20) revises Paragraph 2.1.4.1 of ATTACHMENT I; (21) adds Paragraph 2.1.6 to ATTACHMENT I; (22) revises Paragraph 2.2.2 of ATTACHMENT I; (23) revises Paragraph 2.3.2.1.1 of ATTACHMENT I; (24) revises Paragraph 2.3.3 of ATTACHMENT I; (25) revises Paragraph 2.5.1 of ATTACHMENT I; (26) revises and replaces ATTACHMENT VI; (27) revises and replaces ATTACHMENT VIII; (28) revises and replaces ATTACHMENT XI; (29) adds ATTACHMENT D; and (30) adds ATTACHMENT E.

(1) Paragraph 6.6 of the Standard Agreement is hereby revised 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 contract term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT D**, Verification of Employment Status Certification, prior to the execution of this Agreement.

(2) Paragraph 8 of the Standard Agreement is hereby amended to read:

8. Background Screening

The Provider shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not excepted from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435, F.S.

Further information concerning the procedures for background screening are found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

To demonstrate compliance with this section the Provider shall submit **ATTACHMENT** E, Background Screening Affidavit of Compliance annually by January 15th to the Agency's Compliance Officer.

(3) Paragraph 10.3 of the Standard Agreement is hereby revised to read:

10.3. Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period.

(4) Paragraph 10.4 of the Standard Agreement is hereby revised to read:

10.4. The Provider shall assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.

(5) Paragraphs 10.8 and 10.9 are hereby added to the Standard Agreement:

- 10.8 If, under this Agreement, the Provider is providing services and is acting on behalf of the Agency as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination or expiration of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- 10.9 The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Paragraph 10.8 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

(6) Paragraph 13.1 is hereby added to the Standard Agreement:

13.1 Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Agency, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this Agreement, and pursuant to s 287.0575, F.S. as amended, Florida's human services agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, The Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

(7) Paragraph 14.1 below is removed from the Standard Agreement:

14.1. Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 14 is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

(8) Paragraph 20.1 is hereby revised to read:

As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *PROVIDER NAME*, Area Agency on Aging of Palm Beach/Treasure Coast, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used. This shall include, but is not limited to any correspondence or other writing, publication or broadcast that refers to such program. The Provider website should also list Area Agency on Aging and State of Florida, Department of Elder Affairs as sponsors.

(9) Paragraph 22.2 is hereby revised to read:

22.2. For every transaction, the Provider must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section 210 and in section 215.92 F.S., and this determination must be documented in writing. When a vendor relationship is identified, a contract with all of the terms and conditions set forth in this Agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the Provider chooses to pass down program compliance to the vendor in the written agreement. The Provider is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this contract.

The Provider shall promptly pay any subcontractors upon receipt of full or partial payment from the Agency within seven (7) working days. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Provider and subcontractor, will result in the Agency taking action as outlined in Section 48 of this Agreement.

Payments to vendors contracted by the Provider/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these timeframes may result in the Agency taking action as set forth in Section 48 of this Agreement.

The Provider must submit all fiscal information regarding services contracted to subcontractors pursuant to this contract if requested by the Agency.

(10) Paragraph 27 of the Standard Agreement is hereby revised to read:

27. <u>Data Integrity and Safeguarding Information</u>

The Provider shall maintain an appropriate level of security to safeguard client information including:

- 1) having all new CIRTS user accounts approved by the proper designated authority at the Provider agency
- 2) maintaining a log of CIRTs user accounts and status of accounts
- 3) ensuring CIRTS user accounts are disabled upon termination of employment
- 4) ensuring no client information leaves the provider agency without approval from management
- 5) ensuring that any client information leaving the agency in electronic format is encrypted
- 6) ensuring no client information in paper form is removed from the provider agency
- 7) developing a business continuity plan
- 8) Nightly backups of data to ensure recovery from losses due to electrical outages, accidental deletion, and data corruption
- 9) Keeping and maintaining a data backup log
- 10) Enforcing that all Provider subcontractors are compliant with these said data safeguards The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this Agreement.

Electronic client records and files must be stored in an encrypted format at all times. Storage devices include, but not limited to, computer servers, mobile devices such as laptops, notebooks, and phones, removable media such as CDs, jump drives, DVDs, and tape. Access shall be limited to staff members requiring the information in order to provide a service to the client.

The Provider shall not send any client information via email unless the information is sent in a secured manner through a data encryption service for email systems or if the client file(s) are encrypted prior to sending via email.

When faxing client information the Provider shall:

- 1. Limit the client information to the minimum necessary to accomplish the purpose of the
- 2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy
- 3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine
- 4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months
- 5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI
- 6. When faxing PHI, use fax cover sheets that include the following information:
 - Sender's name, facility, telephone and fax number
 - Date and time of transmission
 - Number of pages being faxed including cover sheet
 - Intended recipient's name, facility, telephone and fax number
 - Name and number to call to report a transmittal problem or to inform of a misdirected fax
 - If notified of a misdirected fax, instruct the unintended recipient to mail back the

information or destroy the information by shredding

• Confidentiality notice such as the following:

"Confidentiality Notice: The material contained in this facsimile transmission is either private, confidential, privileged, contains Protected Health Information (PHI) or constitutes a work product protected by law and is intended only for the use of the individual(s) named above. If you are not the recipient, be advised that unauthorized use, disclosure, copying, distribution or the taking of any action is strictly prohibited. If you have received this transmission in error, please immediately destroy this facsimile and notify us via the telephone number listed above. HIPAA-023 Rev. (4103)"

(11) Paragraph 31.1 below is removed from the Standard Agreement:

31.1. The Provider agrees to develop procurement procedures which are in accordance with applicable federal or state requirements, which encourage fair and open competition and which promote a diversity of vendors and subcontractors for all services purchased pursuant to this contract. Procedures must include the intent to obtain bids for services or items manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

(12) Paragraph 50 of the Standard Agreement is hereby revised to read:

50. Management Objectives

The Provider shall:

- 1. Ensure that the Board completes an annual performance evaluation of the executive director
- 2. Ensure that documentation is kept of meetings, including board approval of policies and procedures, board approval of budgets, extraordinary reporting, and complete disclosure of the financial condition of the agency
- 3. Ensure that operations and service delivery reflect the communities served, including community input and inclusion of community representation in Provider's governing board.

(13) Paragraph 48.5 is hereby added to the Standard Agreement:

48.5 Upon expiration or termination of the Agreement the Provider shall transfer all public records in its possession to the Agency and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Agency. All electronically stored records shall be provided to the Agency in a format that is compatible with the Agency's information technology system(s).

(14) The Index to Agreement Attachments is revised and replaced with the following INDEX TO AGREEMENT ATTACHMENTS

INDEX TO AGREEMENT ATTACHMENTS

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	SERVICES HANDBOOK CIVIL RIGHTS COMPLIANCE CHECKLIST AND INSTRUCTION PROVIDER'S STATE CONTRACTS LIST E-VERIFY COMPLIANCE FORM

(15) Paragraph 1.3.4 of ATTACHMENT I is hereby revised to read:

1.3.4 Incorporation of Program Materials

The Provider will comply with program requirements as outlined in the following documents, which are incorporated into this Agreement by reference.

(1) Low Income Home Energy Assistance Program State Plan. http://www.floridajobs.org/fhcd/LIHEAP/Draft2014AbbLIHEAPStatePlan.pdf

(16) Paragraph 1.4.5 of ATTACHMENT I is hereby revised to read:

1.4.5 Provide Social Security Numbers and documentation of that number for all household members (Some exceptions may apply and will be outlined by the Department).

(17) Paragraph 2.1.1 of ATTACHMENT I is hereby revised to read:

2.1.1 Consumer Outreach

To ensure that households within the service area wishing to benefit from the program have the opportunity, the Provider shall undertake consumer outreach initiatives. These initiatives are designed to inform potentially eligible households in the service area about EHEAP especially those elderly households with disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- (1.) Informing all service area local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors;
- (2.) Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;
- (3.) Making home visits to homebound elderly persons for completion of the program application or eligibility determination when other assistance is not adequate.
- (4.) Making visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.
- (5.) Forwarding information provided by the Agency concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).

(18) Paragraph 2.1.2.3 of ATTACHMENT I is hereby revised to read:

2.1.2.3 Establishing Memoranda of Understanding (MOU) with service area LIHEAP contractors. The agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The MOU shall require LIHEAP providers to refer individuals 60 years old and up to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five years. The Provider will forward to the Agency upon their execution copies of all MOUs. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs must be applicable to the Provider's current EHEAP program requirements and guidelines.

(19) Paragraph 2.1.2.4 of ATTACHMENT I is hereby revised to read:

- **2.1.2.4** Developing agreements with home energy vendors that benefit consumers. The Provider will maintain copies of all vendor agreements and subcontracts. All agreements between the Provider and home energy vendors must contain, at minimum the following conditions:
 - (1) The beginning and ending date of the agreement.
 - (2) The Vendor Agreement must include a process for identifying the contractor's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the contractor.
 - (3) The Vendor Agreement must include a process for identifying the Vendor's representatives authorized to resolve a crisis.
 - (4) A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no vendor-Contractor agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the Contractor's purchasing policies and only with written approval of the Contractor's management.
 - (5) Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
 - (6) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - (7) An understanding that only energy related elements of a utility bill are to be paid. No water and sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the consumer or Contractor.
 - (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a bad check or meter tampering, and that the vendor is aware that those charges are the responsibility of the consumer.
 - (9) Vendors shall be aware that, when the benefit amount to the consumer does not pay for the complete charges owed by a consumer, the consumer is responsible for the remaining amount owed.
 - (10) Details on how the vendor will assist the Contractor in verifying the EHEAP applicant's account information and in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.

- (11) The Contractor's commitment to make payment to the vendor within (45) days of the day of the Contractor's promise to pay.
- (12) The agreement will be reviewed by both parties at least every 2 years.
- (13) Vendor agreements must be signed by a representative of both the Provider and the vendor who has authority to bind the entity and enter into such commitments.
- (14) A description of when EHEAP payments made to the vendor cannot be applied to the client's account, the funds will be returned to the Contractor or with the Contractor's approval applied to another eligible customer's account.
- (15) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the vendor's name must be checked on EPLS: https://www.epls.gov/. The business name on the vendor agreement must match the legal business name on the State of Florida website.

(20) Paragraph 2.1.4.1 of ATTACHMENT I is hereby revised to read:

- 2.1.4.1 The Provider shall implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval. Other benefit disbursement responsibilities of the Provider include, but are not limited to:
 - (1) Making vendor payments directly to fuel providers on behalf of eligible consumers, or <u>only</u> in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check;
 - (2) Determining the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the Department. The maximum crisis benefit for this contract period is \$600.00 per household per season.
 - (3) Having a written policy that encourages households to seek assistance prior to incurring nonenergy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments;
 - (4) Making home energy payments within thirty (45) days of the date of the application approval;
 - (5) Making payments on behalf of those consumers with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals;
 - (6) Refunding to the Agency, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer;
 - (7) Developing adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling

seasons. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and consumers are subsequently denied;

- (8)Developing adequate procedures to address the use of EHEAP funds for clients who are on oxygen support or a "Lifeline Program" and must have power; and
- (9) Developing a written procedure regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an applicant is eligible and what constitutes an emergency related to lack of heating or cooling.

(21) Paragraph 2.1.6 is hereby added to ATTACHMENT I:

2.1.6 Remedies-Nonconforming Services

- (1) The Provider shall ensure that all participants served under this Agreement are eligible for the program and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in (1.4.1 1.4.6, 2.1.1 2.1.4.1) and (2.3.3.1).
- (2) Any nonconforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The Provider shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The Provider shall give immediate notice to the Agency of any significant and/or systemic infraction that compromises the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

(22) Paragraph 2.2.2 of ATTACHMENT I is hereby revised to read:

2.2.2 Service Times

The Provider shall provide the services listed in the Agreement at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am – 5:00pm.

(23) Paragraph 2.3.2.1.1 of ATTACHMENT I is hereby revised 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" ATTACHMENT X, 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	4/1/14 - 06/30/14	Cooling Season	July 10, 2014
2	07/01/14 - 09/30/14	Cooling Season	October 10, 2014
3	10/01/14 – 12/31/14	Heating Season	January 10, 2015
4	01/01/15 - 03/31/15	Heating Season	April 10, 2015

(24) Paragraph 2.3.3 of ATTACHMENT I is hereby revised to read:

2.3.3 Records and Documentation

The Provider will maintain a separate record for each EHEAP consumer that includes the following:

- (1) Application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, completed and signed by the Provider and the consumer. The application must also be signed by a supervisor prior to payment being made. The Provider is responsible for using the most recent application issued by the Department though the Notice of Instruction process.
- (2) Consumer's name, address, sex, age;
- (3) Names, ages and current identification documentation (no more than one year expired) of all household members;
- (4) Social Security numbers and documentation of that number for all household members (some exceptions may apply and will be outlined by the Department);
- (5) Signed notice regarding collection of social security number.
- (6) Income amount and method of verification for all household members;
- (7) Income documentation to support eligibility and is representative of the applicant's current economic situation;
- (8) Statement of self-declaration of income, if applicable;
- (9) Signed Statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (10) Documentation of consumer's obligation to pay an energy bill for the residence in which they live;
- (11) Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
- (12) Copies of approval or denial letters provided to the applicant;
- (13) If preference is given due to a disability, documentation of such, disability income or physician's statement:
- (14) Documentation of referrals to LIHEAP and WAP;
- (15) Documentation of coordination with LIHEAP records for households with elderly members to avoid duplication of services;
- (16) Proof of payment made to vendors;
- (17) Documentation of calculation of benefits for consumers living in subsidized housing; and
- (18) Completed EHEAP Client File Content Checklist DOEA Form 211.

(25) Paragraph 2.5.1 of ATTACHMENT I is hereby revised to read:

- 2.5.1 Client Information and Registration Tracking System (CIRTS) Reports
 The Provider is required to use CIRTS reports in the web-based CIRTS database system to ensure
 CIRTS data accuracy. The report categories include:
 - (1) Client Reports;
 - (2) Monitoring Reports;

AMENDMENT 005

- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.
- (8) To ensure CIRTS data integrity, the following timeframes are required for entering data into CIRTS:

CIRTS Enrollment Screen reflects ACTV – Within10 working days Assessments - Within 30 days of Assessment Date Care Plans – Within 30 days of Care Plan Date

Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in Paragraph 36 or the "Termination" clause in Paragraph 48 of this Agreement, including delaying or withholding payment until the problem is corrected.

(27) ATTACHMENT VI is replaced with the following ATTACHMENT VI:

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which

prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C., 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12 .Will comply with Wild and Scenic Rivers Acts of 1968 (16 U.S.C., 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a -1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead—Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

(28) ATTACHMENT VIII is replaced with the following ATTACHMENT VIII:

ATTACHMENT VIII

EHEAP Fiscal and Programmatic Agreement Report and Expenditure Schedule

Report	Report Name	Submit to the "AGENCY" on or before this Date
1	EHEAP Enrollment and Exception Statistical Report # 1	July 10
2	August Expenditure Report	Sept 10
3	EHEAP Enrollment and Exception Statistical Report # 2	Oct 10
4	August Surplus/Deficit Report	Sept 15
5	September Expenditure Report	Oct 10
6	September Surplus/Deficit Report	Oct 15
7	October Expenditure Report	Nov 10
8	October Surplus/Deficit Report	Nov 15
9	November Expenditure Report	Dec 10
10	November Surplus/Deficit Report	Dec 15
11	EHEAP Enrollment and Exception Statistical Report # 3	Jan 10
12	December Expenditure Report	Jan 10
13	December Surplus/Deficit Report	Jan 15
14	January Expenditure Report	Feb 10
15	January Surplus/Deficit Report	Feb 15
16	February Expenditure Report	Mar 10
17	February Surplus/Deficit Report	Mar 15
18	EHEAP Enrollment and Exception Statistical Report # 4	Apr 10
19	March Expenditure Report	April 10
20	March surplus/Deficit Report	April 15
21	Final Request for Payment / Closeout Report	April 20

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.

(29) ATTACHMENT XI is replaced with the following ATTACHMENT XI:

ATTACHMENT XI

Date

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY CLIENT FILE CONTENT CHECKLIST

CASE NAME	FSA#	AGENCY			1PPHC	JVAL DENIA
NAME OF WORKER	APPLICATION DATE	DISPOSITION DAT	[MONITORED		
PROGRAM REQUIREMENT	TS REVIEWED		Yes	No	N/A	COMMENTS
1. Individual case file for the app	olicant includes client's name, addres	ss, sex, and age.				
2. Household contains a member	r 60 or older.			†	1	
3. The household is in the Florid	a county covered by the contract.					
4. All household members are li	sted and their name, age, DOB, and i	income(s) are included.				
5. Client file contains documents	ation of Social Security numbers for	all household members.				
Client file contains signed not	ice regarding collection of social sec	curity number.				
7. The applicant file contains off	icial income documents as listed in #	†1 of the EHEAP Application.				
8. If income is self-declared, is the members lacking income verification.	here a self-declaration form signed b ation or claiming \$0 income?	y the applicant for all adult				
9. The household's total gross in Federal Poverty Level for household size.	come is calculated correctly and is a	t or below 150% of the OMB				
 Statement of how basic lives being provided if total household Guidelines and no one in the hou 	ing expenses (i.e., food, shelter and income is less than 50% of the cusehold is receiving SNAP assistance	d transportation) are rrent Federal Poverty 3.				
11. Checked applicant is not in c	ategories listed in #10 of the EHEAI	Application.				
12. Verified and documented hot the same heating or cooling seas	usehold has not received LIHEAP Cron.	risis Assistance during				
13. Documentation of Weatheriz	ation Assistance Program (WAP) ref	ferral, if applicable.				
14. Copies of fuel bills or other s	supporting documentation of proof of	f energy crisis for the		<u> </u>		
	of a utility bill are paid unless requi	ired to resolve the crisis.				
16. Only the past due or delinque required by the utility company,	ent portion of a utility bill is paid. If a an explanation is provided on page 2	a different amount is , in the space below		†		
17. Energy crisis resolved in 48 l	nours (18 hours if life-threatening sit	uation).				
18. Written notice of approval or	denial for services is issued within	15 working days of			<u> </u>	
	on page 2, #7d when the need exceed	eds the \$600.00 limit.				
20. Appropriate benefit provided	, at or below \$600.00.					
21. All required sections of the a and supervisory/edit staff PRIOR	pplication are signed and dated by the to payment	e client, intake staff,				
22. Proof of payment to vendor.						
23. Place completed DOEA Forn	n 211 (revised 1/2013) in client file.					

INSTRUCTIONS: A check mark in the <u>Yes</u> column indicates the requirement has been met. A check mark in the <u>No</u> column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Re	viewer's Signature		

(30) Attachment D is hereby added to the Standard Agreement.

ATTACHMENT D

Verification of Employment Status Certification

As a condition of contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., Palm Beach County Board of County Commissioners, hereby referred to as Provider, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this Agreement and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Section 435, 05(3), FS

(31) Attachment E is hereby added to the Standard Agreement:

Attachment E



BACKGROUND SCREENING Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435. 05(3), Florida Statutes.

- > The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See§§ 435.02,430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers."
 § 430.0402(1)(b), Fla. Stat.

ATTESTATION: As the duly authorized representative of				
		yer Name		
located atStreet Address				ZIP code
Name of Representative do here	by affirm unde	er penalty of pe	erjury	
that the above named employer is in compli	ance with the	provisions of	Chapter 435	and section
430.0402, Florida Statutes, regarding level2 back	ground screen	ing.		
Signature of Representative		Date		
STATE OF FLORIDA, COUNTY OF				
Sworn to (or affirmed) and subscribed before m	ne thisd	ay of	- p. q	, 20by
	(Name of I	Representative) who is perso	nally known
to me or produced — — — — — — — — —		as	proof of ider	ntification.
Print, Type, or Stamp Commissionoid Name of Notary Public	Notes	Duble		·
Time, 179% of camp Commissioned Name of Notary Public	Notary	Public		
DOEA Form 235, Affidavit of Compliance — Employer Effective April	2012		Section	on 435 (6(3), FS

Fcm available at:http-//eldcraffairs.state.fl.us/erglish/backgroundscreening.php

AMENDMENT 005

This amendment shall be effective on the last date that the amendment has been signed by both Parties.

All provisions in the Agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

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

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

Department Director

AGREEMENT NUMBER IP012-9500

IN WITNESS WHEREOF, the Parties hereto have caused this 21 page amendment to be executed by their officials there unto duly authorized.

PALM BEACH COUNTY, FLORIDA, A Provider: 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: Faith Myer
SHARON R. BOCK, Clerk and Comptroller	NAME: Faith Myer
BY:	TITLE: Secretary
DATE:	DATE: 6/3/2014
Fiscal Year Ending Date:	
Approved as to form and legal sufficiency	
Chief Assistant County Attorney	
Approved as to terms and conditions	

Attestation Statement

Agreement/Contract Number <u>IP012-9500</u>	
Amendment Number 005	
I, Robert Weisman, County Administrator, attest that no changes or revision.	sions have
(Provider Representative)	
been made to the content of the above referenced agreement/contract or amendment b	etween the
Area Agency on Aging and Palm Beach County Board of County Commissioners. Th	e only
exception to this statement would be for changes in page formatting, due to the different	ences in
electronic data processing media, which has no effect on the agreement/contract conte	nt.
Signature of Provider Representative 6 24/	1 14
Date	•

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" and collectively referred to as the "Parties", amends Agreement IR012-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2013 through June 30, 2014 by \$4,000.00 and to revise ATTACHMENT VII, BUDGET SUMMARY.

Additionally, this amendment (1) amends Paragraph D, of the Standard Agreement; (2) amends Attachment I, Section III. A; and (3) revises and replaces ATTACHMENT VII, Budget Summary.

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 terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount per funding year outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment II and 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.

These funds are allocated for the period July 1, 2012 - June 30, 2013

Funding Allocation						
Program Title	Year	Funding Sources	CSFA	Amount		
Respite for Elders Living in	2012-	General Revenue	65.006	\$104,400.00		
Everyday Families	2013					
TOTAL AGREEMENT AMOUNT:			\$104,400.00			

These funds are allocated for the period July 1, 2013 through June 30, 2014.

Funding Allocation					
Program Title	Year	Funding Sources	CSFA	Amount	
Respite for Elders Living in	2013-	General Revenue	65.006	\$112,000.00	
Everyday Families	2014				
TOTAL AGREEMENT AMOU	J NT :			\$112,000.00	

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

SECTION III: METHOD OF PAYMENT

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 the Total Agreement Amount per funding year outlined above subject to the availability of funds.

(3) Attachment VII, Budget Summary is replaced with the following Attachment VII.

ATTACHMENT VII

BUDGET SUMMARY (For the Period July 1, 2012-June 30, 2013) RESPITE FOR ELDERS LIVING IN EVERYDAY FAMILIES

BUDGET SUMMARY

The unit rate payable under this contract is outlined below, which shall be submitted to the Agency on DoEA Form 109.

Hours of Service

Units

Unit Rate

14,400

1 unit = 1 hour of service

7.25

\$104,400.00

The unit rate includes a volunteer stipend and covers other volunteer expenses such as volunteer recruitment and retention, volunteer training, and service related travel.

BUDGET SUMMARY (For the Period July 1, 2013-June 30, 2014) RESPITE FOR ELDERS LIVING IN EVERYDAY FAMILIES

BUDGET SUMMARY

The unit rate payable under this contract is outlined below, which shall be submitted to the Agency on DoEA Form 109.

Hours of Service

Units

Unit Rate

15,448

1 unit = 1 hour of service

7.25

\$112,000.00

The unit rate includes a volunteer stipend and covers other volunteer expenses such as volunteer recruitment and retention, volunteer training, and service related travel.

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.

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: Faith Myg
DATE: 7 / 9/14	
SHARON R. BOCK, Clerk and Comptroller	NAME: _Faith Myer
BY:	TITLE: Secretary
DATE:	DATE: 6/10/2014
Federal Tax ID: 59-6000785 Fiscal Year Ending Date:	
Approved as to form and legal sufficiency	
Chief Assistant County Attorney	
Approved as to terms and conditions	

Department Director

Attestation Statement

Agreement/Contract NumberIR012-9500
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.
VarXVen 1/9/14
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, hereinafter referred to as the "Agency", and Palm Beach County Board of County Commissioners hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IA013-9500.

The purpose of this amendment is to increase the overall total funding for the period of January 1, 2014 through December 31, 2014 by \$74,414.00. Additionally, this amendment (1) amends Paragraph 4, of the Standard Agreement; (2) revises Paragraph 8.6 of the Standard Agreement; (3) revises Paragraph 10.1.3 of the Standard Agreement; (4) adds Paragraphs 12.9 and 12.10 to the Standard Agreement; (5) revises Paragraph 15 of the Standard Agreement; (6) revises Paragraphs 16 and 16.1 of the Standard Agreement; (7) revises Paragraph 31 of the Standard Agreement (8) adds Paragraph 51.5 to the Standard Agreement; (9) revises Paragraph 52 of the Standard Agreement; (10) revises Section 1.3.2.1 of ATTACHMENT I; (11) revises Section 1.3.2.2 of ATTACHMENT I; (12) revises Section 2.5.2 of ATTACHMENT I; (13) revises Section 3.2.2 of ATTACHMENT I; (14) revises Section 3.3.2 of ATTACHMENT I; (15) revises Section 3.3.3 of ATTACHMENT I; (16) replaces ATTACHMENT III, EXHIBIT I; (17) replaces ATTACHMENT VI; (18) replaces ATTACHMENT VIII; and (19) replaces ATTACHMENT XI.

(1) Paragraph 4 of the Standard Agreement is hereby amended to read:

4. Agreement Amount

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount per funding year outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment VIII and 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.

These funds are allocated for the period January 1, 2013 - December 31, 2013

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Older Americans Act Title IIIB	2013	U.S. Dept. of	93.044	\$748,295.00
Support Services		Health and Human		
		Services		
Older Americans Act Title IIIB	2013	U.S. Dept. of	93.044	\$0.00
Transportation	1	Health and Human		
		Services		
Older Americans Act Title	2013	U.S. Dept. of	93.045	\$428,419.00
IIIC1 Congregate Meals		Health and Human		
		Services		
Older Americans Act Title	2013	U.S. Dept. of	93.045	\$549,095.00
IIIC2 Home Delivered Meals		Health and Human		
		Services		
Older Americans Act Title IIIE	2013	U.S. Dept. of	93.052	\$118,971.00
Caregiver Support Services		Health and Human		
		Services		
Older Americans Act Title	2013	U.S. Dept. of	93.052	\$26,000.00
IIIES Caregiver Supplemental	ļ	Health and Human		
Services		Services		
Older Americans Act Title	2013	U.S. Dept. of	93.052	\$0.00
IIIEG Grandparent or Non-		Health and Human		
Parent Relative Support		Services		
Services				
TOTAL FUNDS CONTAINED IN THIS AGREEMENT:				\$1,870,780.00

These funds are allocated for the period January 1, 2014 through December 31, 2014.

	Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount	
Older Americans Act Title IIIB	2014	U.S. Dept. of	93.044	\$773,588.00	
Support Services		Health and Human			
		Services	***************************************		
Older Americans Act Title IIIB	2014	U.S. Dept. of	93.044	\$0.00	
Transportation		Health and Human			
		Services			
Older Americans Act Title	2014	U.S. Dept. of	93.045	\$432,671.00	
IIIC1 Congregate Meals		Health and Human			
		Services			
Older Americans Act Title	2014	U.S. Dept. of	93.045	\$561,726.00	
IIIC2 Home Delivered Meals		Health and Human		ļ	
		Services			
Older Americans Act Title IIIE	2014	U.S. Dept. of	93.052	\$118,970.00	
Caregiver Support Services		Health and Human			
		Services			
Older Americans Act Title	2014	U.S. Dept. of	93.052	\$26,000.00	
IIIES Caregiver Supplemental		Health and Human			
Services		Services			
Older Americans Act Title	2014	U.S. Dept. of	93.052	\$0.00	
IIIEG Grandparent or Non-		Health and Human			
Parent Relative Support		Services			
Services					
TOTAL FUNDS CONTAINED	IN THIS A	GREEMENT:		\$1,912,955.00	

TOTAL AGREEMENT AMOUNT FOR FUNDING YEARS 2013 AND	\$3,783,735.00
2014:	

(2) Paragraph 8.6 of the Standard Agreement is hereby revised to read:

8.6 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 \$750,000or 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 \$750,000 or more, the Provider shall complete and sign ATTACHMENT XVI, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Aagreement

(3) Paragraph 10.1.3 of the Standard Agreement is hereby revised to read:

10.1.3 Third sanction – The Agreement is terminated as described in Section 51.

(4) Paragraphs 12.9 and 12.10 are hereby added to the Standard Agreement:

12.9 If, under this Agreement, the Provider is providing services and is acting on behalf of the Agency as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
- b) Provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination or expiration of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- 12.10 The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Sections 12.9 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

(5) Paragraph 15 of the Standard Agreement is hereby revised to read:

15. Monitoring by the Agency

The Provider will permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement, and to interview any clients, employees and subcontractor employees of the Provider to assure the Agency and/or the Department of Elder Affairs of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will deliver to the Provider a written report of its findings and request for development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Consumer Services Consultant. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in this Agreement. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action will also result in the Agency taking any of the actions identified in Section 51.

15.1 Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Agency, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this Agreement, and pursuant to s 287.0575, F.S. as amended, Florida's human services agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, The Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

(6) Paragraphs 16 and 16.1 of the Standard Agreement are hereby revised to read:

16. <u>Indemnification</u>

The Provider shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of

the execution of this Agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the Agency's negligence.

Provider's obligation to indemnify and defend shall be triggered on the seventh (7th) day following the Agency's notice of claim for indemnification to Provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify the Agency, within seven (7) calendar days following notice by the Agency. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision by Provider. The Provider's obligations under this paragraph are contingent upon the Agency giving the Provider: (1) prompt written notice of any action or threatened action for which the Agency is seeking indemnification; (2) the opportunity to take over and settle or defend any such action at the Provider's sole expense, and (3) assistance in defending the action at the Provider's sole expense. The Provider shall not be liable for any cost, expense or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld.

- 16.1. Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 16 is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in s. 768.28(2), F.S.
- (7) Paragraph 31 of the Standard Agreement is hereby revised to read:

31. Data Integrity and Safeguarding Information

The Provider shall maintain an appropriate level of security to safeguard client information including:

- 1) having all new CIRTS user accounts approved by the proper designated authority at the Provider agency
- 2) maintaining a log of CIRTs user accounts and status of accounts
- 3) ensuring CIRTS user accounts are disabled upon termination of employment
- 4) ensuring no client information leaves the provider agency without approval from management
- 5) ensuring that any client information leaving the agency in electronic format is encrypted
- 6) ensuring no client information in paper form is removed from the provider agency
- 7) developing a business continuity plan

provide a service to the client.

- 8) Nightly backups of data to ensure recovery from losses due to electrical outages, accidental deletion, and data corruption
- 9) Keeping and maintaining a data backup log
- 10) Enforcing that all Provider subcontractors are compliant with these said data safeguards
 The Provider shall complete and sign ATTACHMENT IV prior to the execution of this Agreement.

Electronic client records and files must be stored in an encrypted format at all times. Storage devices include, but not limited to, computer servers, mobile devices such as laptops, notebooks, and phones, removable media such as CDs, jump drives, DVDs, and tape. Access shall be limited to staff members requiring the information in order to

The Provider shall not send any client information via email unless the information is sent in a secured manner through a data encryption service for email systems or if the client file(s) are encrypted prior to sending via email.

When faxing client information the Provider shall:

- 1. Limit the client information to the minimum necessary to accomplish the purpose of the communication
- 2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy

3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine

- 4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months
- 5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI
- 6. When faxing PHI, use fax cover sheets that include the following information:
 - Sender's name, facility, telephone and fax number
 - Date and time of transmission
 - Number of pages being faxed including cover sheet
 - Intended recipient's name, facility, telephone and fax number
 - Name and number to call to report a transmittal problem or to inform of a misdirected fax
 - If notified of a misdirected fax, instruct the unintended recipient to mail back the information or destroy the information by shredding
 - Confidentiality notice such as the following:

"Confidentiality Notice: The material contained in this facsimile transmission is either private, confidential, privileged, contains Protected Health Information (PHI) or constitutes a work product protected by law and is intended only for the use of the individual(s) named above. If you are not the recipient, be advised that unauthorized use, disclosure, copying, distribution or the taking of any action is strictly prohibited. If you have received this transmission in error, please immediately destroy this facsimile and notify us via the telephone number listed above. HIPAA-023 Rev. (4103)"

(8) Paragraph 51.5 is hereby added to the Standard Agreement:

51.5 Upon expiration or termination of the Agreement the Provider and subcontractor(s) shall transfer all public records in its possession to the Agency and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements at no cost to the Agency. All electronically stored records shall be provided to the Agency in a format that is compatible with the Agency's information technology system(s).

(9) Paragraph 52 of the Standard Agreement is hereby revised to read:

52. 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, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, ch. 119, F.S; must comply with Section 31, 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 by this Agreement.

- 52.1 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.
- 52.2 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.

(10) Section 1.3.2.1 of ATTACHMENT I of the Standard Agreement is hereby revised to read:

1.3.2.1 DOEA Programs and Services Handbook

The Provider will designate at least one of its key staff to assure compliance with this Agreement and with the Department of Elder Affairs Programs and Services Handbook in its entirety, with particular attention to Chapter 4 and Appendix A. A second staff person must also be identified as back-up for these responsibilities. These designees should be listed in Section 54 of the Standard Agreement.

(11) Section 1.3.2.2 of ATTACHMENT I of the Standard Agreement is hereby revised to read:

1.3.2.2 Incorporation of Reference Memoranda

In accordance with s. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, July 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006

(12) Section 2.5.2 of ATTACHMENT I is hereby revised to read:

2.5.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input OAA specific data into CIRTS to ensure CIRTS data accuracy. The provider shall use CIRTS generated reports which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.
- (8) To ensure CIRTS data integrity, the following timeframes are required for entering data into CIRTS:

CIRTS Enrollment Screen reflects ACTV - Within 10 working days

Assessments - Within 30 days of Assessment Date

Care Plans – Within 30 days of Care Plan Date

Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in Section 39 or the "Termination" clause in Section 51 of this Agreement, including delaying or withholding payment until the problem is corrected.

(13) Section 3.2.2 of ATTACHMENT I is hereby revised to read:

3.2.2 The Provider's requests for advance require the approval of the Agency's Chief Financial Officer. If sufficient budget is available, the Agency will issue approved advance payments after January 1, 2014.

- (14) Section 3.3.2 of ATTACHMENT I is hereby revised to read:
- 3.3.2 Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section 30 of this Agreement.
- (15) Section 3.3.3 of ATTACHMENT I is hereby revised to read:
- 3.3.3 Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT VIII, OAA Program Budget Summary. Any changes in the amounts of federal funds identified on ATTACHMENT VIII require an Agreement amendment.

(16) ATTACHMENT III, Exhibit I is replaced with the following Attachment III Exhibit I:

ATTACHMENT III EXHIBIT – 1

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

PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act	2013	U.S. Health and	93.044	\$1,870,780.00
Program Title III		Human Services	93.045	
			93.052	
PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act	2014	U.S. Health and	93.044	\$1,912,955.00
Program Title III		Human Services	93.045	
			93.052	

TOTAL FEDERAL AWARD FOR FUNDING YEARS 2013 AND 2014:	\$3,783,735.00	

(17) ATTACHMENT VI is replaced with the following ATTACHMENT VI:

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C., 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with Wild and Scenic Rivers Acts of 1968 (16 U.S.C., 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a -1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead—Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

(18) ATTACHMENT VIII is replaced with the following ATTACHMENT VIII:

ATTACHMENT VIII

BUDGET SUMMARY 2013

Provider: Palm Beach County Board of County Commissioners

PSA: 9

Original ___

Amendment <u>003</u>

1.	IIIB Support Services	\$748,295.00
2.	IIIB Transportation	\$0.00
3.	IIIC1 Congregate Meals	\$428,419.00
4.	IIIC2 Home Delivered Meals	\$549,095.00
5.	IIIE Caregiver Support Services	\$118,971.00
6.	IIIES Caregiver Supplemental Services	\$26,000.00
7.	HIEG Grandparent or Non-Parent Relative Support Services	\$0.00
8.	Total	\$1,870,780.00
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BUDGET SUMMARY 2014

PSA: <u>9</u>	Original
Provider: Palm Beach County Board of County Commissioners	Amendment_003

1.	IIIB Support Services	\$773,588.00
2.	IIIB Transportation	\$0.00
3.	IIIC1 Congregate Meals	\$432,671.00
4.	IIIC2 Home Delivered Meals	\$561,726.00
5.	IIIE Caregiver Support Services	\$118,970.00
6.	IIIES Caregiver Supplemental Services	\$26,000.00
7.	IIIEG Grandparent or Non-Parent Relative Support Services	\$0.00
8.	Total	\$1,912,955.00

TOTAL BUDGET SUMMARY AMOUNT FOR FUNDING	\$3,783,735.00
YEARS 2013 AND 2014:	

SIMPLIFIED UNIT COST METHODOLOGY

LINE ITEM BUDGET PROJECTIONS BUDGET YEAR: 1/1/14-12/31/14

BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: January 1, 2014 REVISED DATE: June 17, 2014

REVISION NUMBER: 001, Amendment #003

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

Χ

* (Indicate all funding sources applicable to this proposal)

Mark which one applies: Funding Source IIIB C1

C2

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IIIE,IIIES,IIIEG	(Service Reference)	1	35	4	•		_				
	TO CHARLES AND A STREET	- '	Screening/	4	5	14	6	20	31	33	In-Home
DESCRIPTION	nowal services	Adult Day Care	Assessment (IIIB, C2, IIIEG)	Chore	Enhanced Chore	Escort	Companion- ship**	Homemaker**	Personal Care**	Respite In-	Services (Comp,Hmk, Peca,Resp)
Total Costs Add Match (Cash and In-Kind)	917,704	142,012	73,633	463	453 0	1,635	163,288	221,371	99,984	214,865	
Total Anticipated Costs	917,704	142,012	73,633	463		1,635	163,288	0 221,371	0 99,984	0 214,865	0 699,508
Number of Service Units Anticipated	. 57,759	15,227	1,448	25	15	51	9,606	13,098	5,743	12,546	40,994
Total Cost Per Unit of Service	n/á∜ .	9.33	50.86	18.89	30.81	32.19	17.00	16.90	17.41	17.13	17.10
Less NSIP		0	0	0	0	0	0	0	0	0	0
Less Cash Match	85,955	13,840	3,719	44	29	91	15,989	21,801	9,560	20,882	68,232
Less Inkind Match	.0	0	0	0	0	0	0	0	0	0	0
Less Program Income Used as Match	0	0	0	0	o	0	0	0	0	0	0
Sub-Total Match:		13,840	3,719	44	29	91	15,989	21,801	9,560	20,882	68,232
Less Program Income	* .1,840	0	1,840	0	0	0	0	0	0,000	20,002	08,232
Less Other Non-Matching Cash & Co-payments	56,321	3,612	34,605	23	165	723	3,399	3,365	4,387	6,042	17,193
Adjusted Budgeted Costs	773,588	124,560	33,469	396	259	821	143,900	196,205	86,037	187,941	614,083
Reimbursable Rate Per Unit of Service	n/a	8.18	23.12	16.16	17.63	16.16	14.98	14.98	14.98	14.98	14.98
Estimated Number of UNDUPLICATED Clients	.120 .,	11	100	1	1	3	15	70	25	18	128

BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: January 1, 2014 REVISED DATE: June 17, 2014

REVISION NUMBER: 001, Amendment #003

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all funding sources applicable to this proposal)

Funding Source

IIIB

C1

C2

IIIE, IIIES, IIIEG

	(Service Reference)	7	8	27	28	30
DESCRIPTION	TOTAL SERVICES	Congregate Meals C1	Congregate Meals (Screening)	Nutrition Counseling	Nutrition Education	Outreach
Total Costs	799,769	747,899	49,698	303	1,869	0
Add Match (Cash and In-Kind)	0	0	0	0	0	o
Total Anticipated Costs	799,769	747,899	49,698	303	1,869	0
Number of Service Units Anticipated	107,641	101,081	1,418	6	5,136	0
Total Cost Per Unit of Service	n/a	7.40	35.05	52.85	0.36	24.63
Less NSIP	68;735	68,735	0	0	0	0
Less Cash Match	48,074	44,363	3,578	22	111	0
Less Inkind Match	0	o	0	0	0	0
Less Program Income Used as Match	.0	0	0	0	0	0
Sub-Total Match:	48,074	44,363	3,578	22	111	0
Less Program Income	26,573	26,573	0	0	0	0
Less Other Non-Matching Cash & Co-payments	223,716	208,958	13,914	83	761	0
Adjusted Budgeted Costs	432,671	399,270	32,206	198	997	0
Reimbursable Rate Per Unit of Service	n/a	3.95	22.72	34.48	0.194034	5.37
Estimated Number of UNDUPLICATED Clients	1,500	1,000	1,200	1	1,300	500

BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: January 1, 2014 REVISED DATE: June 17, 2014

REVISION NUMBER: 001, Amendment #003

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all funding sources applicable to this proposal)

Funding Source

IIIB

C1

C2

Mark which one applies:

X

IIIE,IIIES,IIIEG

	(Service Reference)	18	27	28	35
DESCRIPTION	TOTAL SERVICES	Home Delivered Meals C2	Nutrition Counseling	Nutrition Education	Screening/ Assessment (IIIB, C2, IIIEG)
Total Costs Add Match (Cash and In-Kind)	841,155 0	605,760	777 0	2,203	232,415
Total Anticipated Costs	841,155	605,760	777	2,203	232,415
Number of Service Units Anticipated	134,418	123,782	15	6,053	4,569
Total Cost Per Unit of Service	∞n/a	4.89	52.85	0.36	50.86
Less NSIP	84,172	84,172	0	0	0
Less Cash Match	62,414	50,613	56	7	11,738
Less Inkind Match	0	0	0	0	0
Less Program Income Used as Match	0	0	0	0	0
Sub-Total Match:	62,414	50,613	56	7	11,738
Less Program Income	3,361	3,361	0	0	0
Less Other Non-Matching Cash & Co-payments	129,482	12,097	214	2,136	115,035
Adjusted Budgeted Costs	561,726	455,517	507	60	105,642
Reimbursable Rate Per Unit of Service	n/a	3.68	34.48	0.009909	23.12
Estimated Number of UNDUPLICATED Clients	450	450 ·	2	450	450

BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: January 1, 2014

REVISED DATE:

REVISION NUMBER: , Amendment #003

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all funding sources applicable to this proposal)

Funding Source

IIIB

C1

C2

IIIE

X

	(Service Reference)	11	33	35
DESCRIPTION	Total Services	Adult Day Care	Respite In- Home**	Screening/ Assessment (IIIB, C2, IIIEG)
Total Costs	143,764	115,367	11,598	16,799
Add Match (Cash and In-Kind)	0	0	0	0
Total Anticipated Costs	143,764	115,367	11,598	16,799
Number of Service Units Anticipated	13,378	12,370	677	330
Total Cost Per Unit of Service	n/a	9.33	17.13	50.86
Less NSIP	0	0	0	0
Less Cash Match	13,218	11,243	1,127	848
Less Inkind Match	Ō	0	0	0
Less Program Income Used as Match	0	0	О	0
Sub-Total Match:	13,218	11,243	1,127	848
Less Program Income	170	170	0	0
Less Other Non-Matching Cash & Co-payments	11,406	2,764	326	8,315
Adjusted Budgeted Costs	.118,970	101,189	10,145	7,636
Reimbursable Rate Per Unit of Service	n/a	8.18	14.98	23.12
Estimated Number of UNDUPLICATED Clients		14	2	14

BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: January 1, 2014

REVISED DATE:

REVISION NUMBER: , Amendment #003

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all funding sources applicable to this proposal)

Funding Source

IIIB

C1

C2

IIIES

X

(Service Reference) 37 Specialized Medical Equipment, TOTAL SERVICES Services & DESCRIPTION Supplies Total Costs 29,162 29,162 Add Match (Cash and In-Kind) Total Anticipated Costs 29,162 29,162 Number of Service Units Anticipated 263 263 Total Cost Per Unit of Service n/a 111.04 Less NSIP Less Cash Match 2,889 2,889 Less Inkind Match Less Program Income Used as Match Sub-Total Match: 2,889 2,889 Less Program Income Less Other Non-Matching Cash & Co-payments 273 273 Adjusted Budgeted Costs 26,000 26,000 Reimbursable Rate Per Unit of Service n/a 99.00 Estimated Number of UNDUPLICATED Clients 15

2014 OAA Amendment# 003 UCM 6-17-14 (2).xls (3-ES Supporting Budget Schedule)

Page 1 of 1

(19) ATTACHMENT XI is replaced with the following ATTACHMENT XI:

ATTACHMENT XI

OAA
Programmatic Agreement Report Schedule

Report	Report Name	Submit to the "AGENCY" on or
		before this Date
1	February Menu	January 15
2	January Meal Temperatures	February 15
3	January Outcome Measurements	February 10
4	January Surplus/Deficit Report	February 15
5	Minority Vendor Report/Volunteer Status Report	February 15
6	March Menu	February 15
7	February Meal Temperatures	March 15
8	February Outcome Measurements	March 10
9	February Surplus/Deficit Report	March 15
10	Minority Vendor Report/Volunteer Status Report	March 15
11	April Menu	March 15
12	March Meal Temperature	April 15
13	March Outcome Measurements	April 10
14	March Surplus/Deficit Report	April 15
15	Minority Vendor Report/Volunteer Status Report	April 15
16	May Menu	April 15
17	April Meal Temperature	May 15
18	April Outcome Measurements	May 10
19	April Surplus/Deficit Report	May 15
20	Minority Vendor Report/Volunteer Status Report	May 15
21	June Menu	May 15
22	May Meal Temperature	June 15
23	May Outcome Measurements	June 10
24	May Surplus/Deficit Report	June 15
25	Minority Vendor Report/Volunteer Status Report	June 15
26	July Menu	June 15
27	June Meal Temperature	July 15
28	June Outcome Measurements	July 10
29	June Surplus/Deficit Report	July 15
30	Minority Vendor Report/Volunteer Status Report	July 15
31	August Menu	July 15
32	Semi-Annual Report of Provider Outreach	August 15
33	July Meal Temperature	August 15
34	July Outcome Measurements	August 10
35	July Surplus/Deficit Report	August 15
36	Minority Vendor Report/Volunteer Status Report	August 15
37	September Menu	August 15
38	August Meal Temperature	September 15
39	August Outcome Measurements	September 10
40	August Surplus/Deficit Report	September 15
41	Minority Vendor Report/Volunteer Status Report	September 15

42	October Menu	September 15
43	September Meal Temperature	October 15
44	September Outcome Measurements	October 10
45	September Surplus/Deficit Report	October 15
46	Minority Vendor Report/Volunteer Status Report	October 15
47	November Menu	October 15
48	October Meal Temperature	November 15
49	October Outcome Measurements	November 10
50	October Surplus/Deficit Report	November 15
51	Minority Vendor Report/Volunteer Status Report	November 15
52	December Menu	November 15
53	November Meal Temperature	December 15
54	November Outcome Measurements	December 10
55	November Surplus/Deficit Report	December 15
56	Minority Vendor Report/Volunteer Status Report	December 15
57	January Menu	December 15
58	December Meal Temperature	January 15
59	December Outcome Measurements	January 10
60	December Surplus/Deficit Report January 15	
61	Minority Vendor Report/Volunteer Status Report January 15	
62	Semi-Annual Report of Provider Outreach	January 15

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 16 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:	detreur	SIGNED BY: Forth Myes
ког	bert Weisman, County Administrator	
SHARON R. BO	CK, Clerk and Comptroller	NAME: Faith Myer
BY:		TITLE: Secretary
DATE:		DATE:6/3/2014
Fiscal Year Endi	ing Date:	
Approved as to f	form and legal sufficiency	
Chief Assistant C	County Attorney	
Approved as to t	terms and conditions	
Department Dire	ector	

Attestation Statement

Agreement/Contract Number <u>IA013-9500</u>

Amendment Number <u>003</u>

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.
$(V_1)_0$

Signature of Provider Representative

APPROVED AS TO FORM

AND YEGAL SUFFICIENCY

COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA <u>BUDGET AMENDMENT</u> <u>FUND 1006 DOSS - Administration</u>

Page 1 of 1 pages

BGRV - 144- 071614*599 BGEX - 144- 071614*1597

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

		_					EXPENDED/	
		ORIGINAL	CURRENT			ADJUSTED	ENCUMBERED	REMAINING
ACCT.NUMBER	ACCOUNT NAME	BUDGET	BUDGET	INCREASE	DECREASE	BUDGET	AS OF 7/16/14	BALANCE
REVENUES								
DOSS-RELIEF								
144-1482-3469	State Grant Other Human Services	104,400	102,599	4,000		106,599		
DOSS-C1								
144-1458-3168	Fed Grant Indirect - Human Services	448,464	420,986	25,691		446,677		
DOSS-C2								
144-1459-3168	Fed Grant Indirect - Human Services	584,927	640,544	23,431		663,975		
DOSS-3B								
144-1457-3168	Fed Grant Indirect - Human Services	815,068	1,020,689	25,292		1,045,981		
	Total Receipts and Balances	8,291,364	8,558,039	78,414	0	8,636,453		
EXPENDITURES								
DOSS-RELIEF								
144-1482-4931	Allowances	193,309	191,508	4,000		195,508	62,825	132,683
DOSS-C1							ŕ	•
144-1458-3419	Contracted Food	491,647	461,898	25,691		487,589	359,894	127,695
DOSS-C2						·	ŕ	,
144-1459-3419	Contracted Food	1,076,754	1,045,840	23,431		1,069,271	392,195	677,076
DOSS-3B						, ,	,	, ,
144-1457-3401	Other Contractual Services	999,246	1,145,451	25,292		1,170,743	916,043	254,700
	Total Appropriations & Expenditures	8,291,364	8,558,039	78,414	0	8,636,453	-7	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Sig	natures		Date		By Board of County	Commissioners

COMMUNITY SERVICES	Signatures Date	By Board of County Commissioners At Meeting of August 19, 2014
INITIATING DEPARTMENT/DIVISION Channell Wilkins	Electronia	7/21/14
Administration/Budget Department Approval		
OFMB Department - Posted		Deputy Clerk to the Board of County Commissioners