

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 18, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Division of Senior Services (DOSS)

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I. EXECUTIVE BRIEF

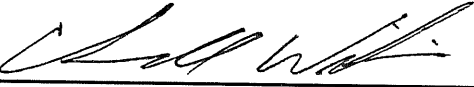
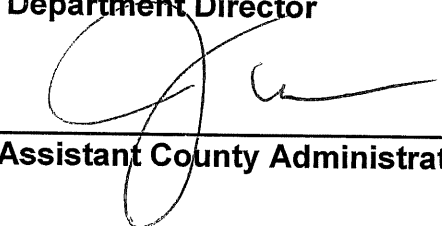
**Motion and Title:** Staff recommends motion to approve:

- A) Amendment 005 to Standard Agreement No. IC012-9500 for Community Care for the Elderly (CCE) with Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period July 1, 2014, through June 30, 2015, increasing funding by \$366,150 for a new total amount not-to-exceed \$1,414,054; and
- B) Amendment 005 to Standard Agreement No. IZ012-9500 for Alzheimer's Disease Initiative (ADI) with AAA, for the period July 1, 2014, through June 30, 2015, increasing overall funding by \$466,894 for a new total amount not to exceed \$697,704; and
- C) Budget Amendment of \$833,044 in the DOSS Administration Fund to align the budget to the actual grant award.

**Summary:** Grant adjustments are made during the contract year to align services with need. These amendments are necessary to incorporate changes made to the standard agreements. CCE allows DOSS to provide In-Home Services, Case Aid and Case Management. Funding consists of \$366,150 in State funds and \$40,683 in County funds. ADI allows DOSS to provide In-Home Respite, Case Management and Facility Based Respite. Funding consists of \$466,894 in State funds. Sufficient funding is included in the current budget to meet County obligations. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** CCE Standard Agreement No. IC012-9500 (R2012-1632) allows DOSS to assist seniors and caregivers by providing in-home services such as case management, homemaker, chore respite and personal care and home delivered meals to help seniors live independently. ADI Standard Agreement No. IZ012-9500 (R2012-1631) allows DOSS to provide assistance to seniors and caregivers by ensuring that persons afflicted with Alzheimer's disease and other forms of dementia are given services to help them live independently in their own homes or homes of caregivers.

- Attachments:**
- 1. Amendments (2)
  - 2. Budget Amendment
- =====

Recommended By:		
	Department Director	Date
Approved By:		11/12/14
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	873,727				
External Revenue	(833,044)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	40,683				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No       

Budget Account No.:

Fund 1006 Dept 144 Unit 1443/1472 Object Var. Program Code/Period Var.

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

Funding sources are the State of Florida Department of Elder Affairs and Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

<u>Funds</u>	<u>14-15 CCE</u>	<u>14-15 ADI</u>	<u>14-15 CCE&amp; ADI</u>
State	366,150	466,894	833,044
Program Income	0	0	0
Match (10%)	40,683	0	0
Addnl. County Funds	0	0	0
<b>Total</b>	<b>406,833</b>	<b>466,894</b>	<b>873,727</b>

### C. Departmental Fiscal Review:

M  
Taruna Malhotra, Director, Financial & Support Svcs

## III. REVIEW COMMENTS

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

[Signature] 11/7/2014  
OFMB 11/6/2014 AK

[Signature] 11/7/14  
Contract Development and Control

### B. Legal Sufficiency:

[Signature] 11/12/14  
Chief Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

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

Page 1 of 1 pages

BGRV - 144- 100214\*4

BGEX - 144- 100214\*30

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/2/14	REMAINING BALANCE
<b>REVENUES</b>								
<b>DOSS-ADI</b>								
144-1472-3469	State Grant Other Human Services	230,810	457,904	466,894		924,798		
<b>DOSS-CCE</b>								
144-1443-3469	State Grant Other Human Services	1,047,904	2,066,369	366,150		2,432,519		
	<b>Total Receipts and Balances</b>	<b>8,291,364</b>	<b>9,700,421</b>	<b>833,044</b>	<b>0</b>	<b>10,533,465</b>		
<b>EXPENDITURES</b>								
<b>DOSS-ADI</b>								
144-1472-3401	Other Contractual Services	229,894	431,857	466,894		898,751	206,438	692,313
<b>DOSS-CCE</b>								
144-1443-3401	Other Contractual Services	1,088,118	2,007,781	366,150		2,373,931	1,055,675	1,318,256
	<b>Total Appropriations &amp; Expenditures</b>	<b>8,291,364</b>	<b>9,700,421</b>	<b>833,044</b>	<b>0</b>	<b>10,533,465</b>		

Signatures

Date

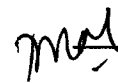
By Board of County Commissioners  
At Meeting of November 18, 2014

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the  
Board of County Commissioners

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 IC012-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2014 through June 30, 2015 by \$366,150.00 and to revise ATTACHMENT II, BUDGET SUMMARY.

Additionally, this amendment (1) amends Paragraph D, of the Standard Agreement; (2) revises Paragraph I.6 of the Standard Agreement; (3) adds Paragraphs L.9 and L.10 to the Standard Agreement; (4) revises Paragraph Q.1 of the Standard Agreement; (5) revises Paragraph GG of the Standard Agreement; (6) adds Paragraph AAA.5 to the Standard Agreement; (7) revises Paragraph BBB of the Standard Agreement; (8) revises Section I.B.3 of ATTACHMENT I; (9) revises Section II.C.1.2 of ATTACHMENT I; (10) adds Section III.B.9 to ATTACHMENT I; (11) revises Section III.C.2 of ATTACHMENT I; and (12) revises and replaces ATTACHMENT II, 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
Community Care for the Elderly (CCE)	2012	General Revenue	65.010	\$1,069,802.58
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$1,069,802.58</b>

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

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2013	General Revenue	65.010	\$1,189,532.00
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$1,189,532.00</b>

These funds are allocated for the period July 1, 2014 through June 30, 2015.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2014	General Revenue	65.010	\$1,414,054.00
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$1,414,054.00</b>

(2) Paragraph I.6 of the Standard Agreement is hereby revised to read:

I.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 \$750,000 or more. Pursuant to s. 287.135 F.S., the Agency may terminate this Agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this Agreement contains \$750,000 or more, the Provider shall complete and sign **ATTACHMENT XVI, Certification Regarding Scrutinized Companies Lists**, prior to the execution of this Agreement

**(3) Paragraphs L.9 and L.10 are hereby added to the Standard Agreement:**

L.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.

L.10 The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Paragraphs L.9 and L.10 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.

**(4) Paragraph Q.1 of the Standard Agreement is hereby revised to read:**

**Q.1 Indemnification**

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 (7<sup>th</sup>) 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.

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.

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

**GG. Data Integrity and Safeguarding Information**

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

- 1) having all new CIRT user accounts approved by the proper designated authority at the Provider agency
- 2) maintaining a log of CIRT user accounts and status of accounts
- 3) ensuring CIRT 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 VIII** 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 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)”

**(6) Paragraph AAA.5 is hereby added to the Standard Agreement:**

AAA.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).

**(7) Paragraph BBB of the Standard Agreement is hereby revised to read:**

**BBB. 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 Paragraph GG, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

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.

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.

**(8) Section I.B.3 of ATTACHMENT I is hereby revised to read:**

**I.B.3 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 5 and Appendix A. A second staff person must also be identified as back-up for these responsibilities.

These designees should be listed in Paragraph DDD of the Standard Agreement.

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

**(9) Section II.C.1.2 ATTACHMENT I is hereby revised to read:**

**II.C.1.2 Client Information and Registration Tracking System (CIRTS) Reports**

The Provider shall input CCE 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 Paragraph OO or the "Termination" clause in Paragraph AAA of this Agreement, including delaying or withholding payment until the problem is corrected.

**(10) Section III.B.9 is hereby added to ATTACHMENT I:**

The CIRTS report "Clients Served Not Enrolled" must be submitted with the request for payment. It should be run for the period from the Agreement start date to the month in which the invoice is submitted.

**(11) Section III.C.2 of ATTACHMENT I is hereby revised to read:**

III.C.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 July 1, 2014.



(12) Attachment II, Budget Summary, is replaced with the following Attachment II.

**ATTACHMENT II**

**BUDGET SUMMARY**  
(For the Period July 1, 2012-June 30, 2013)

1.	CCE Client Services	\$979,062.10
2.	CCE Case Management	\$89,222.59
3.	CCE Case Aide	\$1,517.89
4.	Total	\$1,069,802.58

**BUDGET SUMMARY**  
(For the Period July 1, 2013-June 30, 2014)

1.	CCE Client Services	\$963,625.00
2.	CCE Case Management	\$201,816.00
3.	CCE Case Aide	\$24091.00
4.	Total	\$1,189,532.00

**BUDGET SUMMARY**  
(For the Period July 1, 2014-June 30, 2015)

1.	CCE Client Services	\$1,131,243.00
2.	CCE Case Management	\$254,530.00
3.	CCE Case Aide	\$28,281.00
4.	Total	\$1,414,054.00

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 8 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: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

SHARON R. BOCK, Clerk and Comptroller

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

BY: \_\_\_\_\_  
Deputy Clerk

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

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

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

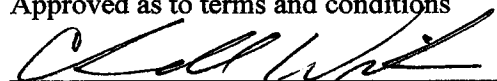
Federal Tax ID: 59-6000785 \_\_\_\_\_

Fiscal Year Ending Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Chief Assistant County Attorney

Approved as to terms and conditions

  
\_\_\_\_\_

Department Director

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 IZ012-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2014 through June 30, 2015 by \$466,894.00.

Additionally, this amendment (1) amends Paragraph D, of the Standard Agreement; (2) revises Paragraph I.6 of the Standard Agreement; (3) adds Paragraphs L.9 and L.10 to the Standard Agreement; (4) revises Paragraph Q.1 of the Standard Agreement; (5) revises Paragraph GG of the Standard Agreement; (6) adds Paragraph AAA.5 to the Standard Agreement; (7) revises Paragraph BBB of the Standard Agreement; (8) revises Section I.B.4 of ATTACHMENT I; (9) revises Section II.C.1.2 of ATTACHMENT I; (10) adds Section III.B.9 to ATTACHMENT I; (11) revises Section III.C.2 of ATTACHMENT I; and (12) revises and replaces ATTACHMENT II, 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
Alzheimer's Disease Initiative (ADI)	2012	General Revenue	65.004	\$246,160.48
TOTAL AGREEMENT AMOUNT:				\$246,160.48

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

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Alzheimer's Disease Initiative (ADI)	2013	General Revenue	65.004	\$273,136.00
TOTAL AGREEMENT AMOUNT:				\$273,136.00

These funds are allocated for the period July 1, 2014 through June 30, 2015.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Alzheimer's Disease Initiative (ADI)	2014	General Revenue	65.004	\$697,704.00
TOTAL AGREEMENT AMOUNT:				\$697,704.00

**(2) Paragraph I.6 of the Standard Agreement is hereby revised to read:**

I.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 \$750,000 or more. Pursuant to s. 287.135 F.S., the Agency may terminate this Agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this Agreement contains \$750,000 or more, the Provider shall complete and sign **ATTACHMENT XVI, Certification Regarding Scrutinized Companies Lists**, prior to the execution of this Agreement

**(3) Paragraphs L.9 and L.10 are hereby added to the Standard Agreement:**

L.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.

L.10 The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Sections L.9. or L.10. 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.

**(4) Paragraph Q.1 of the Standard Agreement is hereby revised to read:****Q.1 Indemnification**

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 (7<sup>th</sup>) 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.

Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph Q.1. is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

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

**GG. Data Integrity and Safeguarding Information**

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

- 1) having all new CIRT 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 CIRT 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 VIII 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 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)”

**(6) Paragraph AAA.5 is hereby added to the Standard Agreement:**

AAA.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).

**(7) Paragraph BBB of the Standard Agreement is hereby revised to read:**

**BBB. 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 Paragraph GG, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

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.

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.

**(8) Section I.B.4 of ATTACHMENT I is hereby revised to read:**

**I.B.4 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 6 and Appendix A. A second staff person must also be identified as back-up for these responsibilities. These designees should be listed in Paragraph DDD of the Standard Agreement.

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

**(9) Section II.C.1.2 ATTACHMENT I is hereby revised to read:****II.C.1.2 Client Information and Registration Tracking System (CIRTS) Reports**

The Provider shall input ADI 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 Paragraph OO or the "Termination" clause in Paragraph AAA of this Agreement, including delaying or withholding payment until the problem is corrected.

**(10) Section III.B.9 is hereby added to ATTACHMENT I:**

The CIRTS report "Clients Served Not Enrolled" must be submitted with the request for payment. It should be run for the period from the Agreement start date to the month in which the invoice is submitted.

**(11) Section III.C.2 of ATTACHMENT I is hereby revised to read:**



III.C.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 July 1, 2014.

(12) Attachment II, Budget Summary, is replaced with the following Attachment II.

**ATTACHMENT II**

**BUDGET SUMMARY**  
**(For the Period July 1, 2012-June 30, 2013)**

<b>1. ADI Client Services</b>	<b>\$233,135.58</b>
<b>2. ADI Case Management</b>	<b>\$13,024.90</b>
<b>3. Total</b>	<b>\$246,160.48</b>

**BUDGET SUMMARY**  
**(For the Period July 1, 2013-June 30, 2014)**

<b>1. ADI Client Services</b>	<b>\$254,546.00</b>
<b>2. ADI Case Management</b>	<b>\$20,590.00</b>
<b>3. Total</b>	<b>\$275,136.00</b>

**BUDGET SUMMARY**  
**(For the Period July 1, 2014-June 30, 2015)**

<b>1. ADI Client Services</b>	<b>\$648,865.00</b>
<b>2. ADI Case Management</b>	<b>\$48,839.00</b>
<b>3. Total</b>	<b>\$697,704.00</b>

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 8 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: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

SHARON R. BOCK, Clerk and Comptroller

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

BY: \_\_\_\_\_  
Deputy Clerk

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

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

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

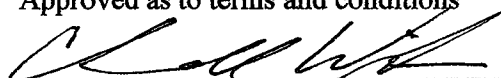
Federal Tax ID: 59-6000785

Fiscal Year Ending Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Chief Assistant County Attorney

Approved as to terms and conditions

  
\_\_\_\_\_

Department Director