

Meeting Date: December 19, 2017 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department
 Submitted By: Community Services
 Submitted For: Division of Senior Services

1. NSIP Amendment #003
2. OAA Amendment #005
3. Budget Amendment

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	(6,103)				
External Revenue	6,103				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes X No
Does this item include the use of federal funds? Yes X No

Budget Account No.:

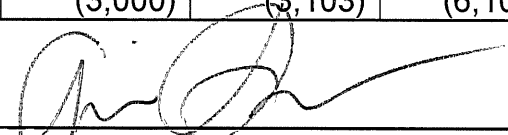
Fund 1006 Dept 144 Unit 1458/1459 Object 3419 Program Code Var. Program Period Var.

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

Funding source is Federal Government. No additional funds are required for these amendments.

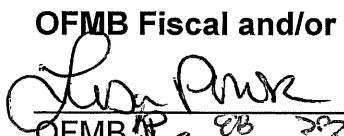
Total Funding	1458	1459	Total
Funds	C1	C2	Funds
Grant	0	0	0
Match (10%)	0	0	0
NSIP	(3,000)	(3,103)	(6,103)
Program Income	0	0	0
Addnl. County Funds	0	0	0
Total	(3,000)	(3,103)	(6,103)


C. Departmental Fiscal Review:


Julie Dowe, Director, Financial & Support Svcs.

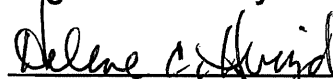
III. REVIEW COMMENTS

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

 12/1/17
OFMB 11/29 11/30 11/30

 12/1/17
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

THIS AMENDMENT, entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Agency", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "Provider", amends Agreement IU016-9500.

The purpose of this amendment is to decrease the overall total funding for the period January 1, 2017 through December 31, 2017 by \$6,103.42. Additionally, this amendment (1) amends paragraph 4 of the Standard Agreement; and (2) revises and replaces Attachment II.

STANDARD AGREEMENT:

(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 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 October 1, 2015 – December 31, 2016.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Nutrition Services Incentive Program	2015-2016	Older Americans Act	93.053	\$251,931.27
TOTAL AGREEMENT AMOUNT:				\$251,931.27

These funds are allocated for the period January 1, 2017 through December 31, 2017.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Nutrition Services Incentive Program	2017	Older Americans Act	93.053	\$203,588.49
TOTAL AGREEMENT AMOUNT:				\$203,588.49

TOTAL AGREEMENT AMOUNT FOR FUNDING YEARS 2015-2016 AND 2017:	\$455,519.76
---	---------------------

<u>Service to be Provided Eligible</u>	<u>Units of Services</u>	<u>Unit Rate</u>	<u>Maximum Units</u>	<u>Maximum Reimbursement</u>
Congregate And Home Delivered Meals (10/1/15 - 12/31/16)	1 unit = 1 meal	0.72	349,905	\$251,931.27

<u>Service to be Provided Eligible</u>	<u>Units of Services</u>	<u>Unit Rate</u>	<u>Maximum Units</u>	<u>Maximum Reimbursement</u>
Congregate And Home Delivered Meals (1/1/17 - 12/31/17)	1 unit = 1 meal	0.72	282,761 *	\$203,588.49

*The .xx maximum reimbursement is the difference between the two rates using 12/31/16 YTD meals.

(2) Attachment II is revised and replaced with the following Attachment II.

ATTACHMENT II

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

PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Nutrition Services Incentive Program	2016	FGTF	93.053	\$251,931.27
PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Nutrition Services Incentive Program	2017	FGTF	93.053	\$203,588.49
TOTAL FEDERAL AWARD FOR FUNDING YEARS 2015-2016 AND 2017:				\$455,519.76

IN WITNESS WHEREOF, the Parties hereto have caused this 5 page Amendment to be executed by their officials thereunto duly authorized.

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

SIGNED BY:

Melissa McKinlay, Mayor

NAME: _____

TITLE: _____

Deputy Clerk

DATE: _____

Fiscal Year Ending Date: _____

By: _____
Assistant County Attorney

BY: [Signature]
DEPARTMENT HEAD

Attestation Statement

Agreement/Contract Number: IU016-9500

Amendment Number: 003

I, Melissa McKinlay, Mayor, attest that no changes or revisions have been made to the
(Provider Representative)

content of the above referenced agreement/contract or amendment between the Area Agency on Aging
and Palm Beach County, a political subdivision of the State of Florida by and through its Board of
County Commissioners. The only exception to this statement would be for changes in
page formatting, due to the differences in electronic data processing media, which has no effect on the
agreement/contract content.

Signature of Provider Representative
Melissa McKinlay, Mayor

Date

Approved As To Form
And Legal Sufficiency

Attest:
Sharon R. Bock
Clerk and Comptroller

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the “Agency”, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “Provider” and collectively referred to as the “Parties”, amends Agreement IA016-9500.

This amendment (1) revises paragraph 1 of the Standard Agreement; (2) revises Section 2.1.4.5 of ATTACHMENT I of the Standard Agreement; (3) revises Section 2.1.5.2 of ATTACHMENT I of the Standard Agreement; (4) revises Section 2.4.1 of ATTACHMENT I of the Standard Agreement; (5) revises Section 2.7.2 of ATTACHMENT I of the Standard Agreement; (6) adds Section 2.7.6 to ATTACHMENT I of the Standard Agreement; (7) revises Section 3.5.1 of ATTACHMENT I of the Standard Agreement; (8) adds ATTACHMENT XII, Certifications and Assurances to the Standard Agreement; (9) adds ATTACHMENT XIII, Assurances, Non-Construction Programs, to the Standard Agreement; (10) adds ATTACHMENT XIV, Civil Rights Compliance Checklist to the Standard Agreement; and (11) adds ATTACHMENT XV, Background Screening Affidavit of Compliance – Employer, to the Standard Agreement.

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

1. Purpose of Agreement

The purpose of this Agreement is to provide services in accordance with the terms and conditions specified in this Agreement including all attachments, forms, and exhibits, which constitute the Agreement document.

(2) Section 2.1.4.5 of ATTACHMENT I of the Standard Agreement is hereby revised to read:

2.1.4.5 Caregiver Support Services (III E Program)

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- (1) Adult Day Care;
- (2) Adult Day Health Care;
- (3) Caregiver Training/Support;
- (4) Counseling (Gerontological)
- (5) Counseling (Mental Health Screening);
- (6) Education/Training;
- (7) Financial Risk Reduction (Assessment);
- (8) Financial Risk Reduction (Maintenance);
- (9) Information;
- (10) Intake;
- (11) Outreach;
- (12) Powerful Tools for Caregivers
- (13) Referral/Assistance;
- (14) Respite Care (Facility-Based);
- (15) Respite Care (In-Home);
- (16) Screening/Assessment;
- (17) Stress-Busting Program for Family Caregivers; and
- (18) Transportation.

(3) Section 2.1.5.2 of ATTACHMENT I of the Standard Agreement is hereby revised to read:

2.1.5.2 The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

The Provider shall submit a quarterly report of volunteer activities and services electronically.

The quarterly report schedule is as follows:

Report Period

January 1 - March 31
April 1- June 30
July 1- September 30

Year One, Two, and Three Report Due Dates

April 10, 2016; April 10, 2017; April 10, 2018
July 10, 2016; July 10, 2017; July 10, 2018
October 10, 2016; October 10, 2017; October 10, 2018

October 1 - December 31

January 10, 2016; January 10, 2017; January 10, 2018

(4) **Section 2.4.1 of ATTACHMENT I of the Standard Agreement is hereby revised to read:**

2.4.1 Services and Units of Services

The Provider shall ensure the provision of the services described in the Agreement in accordance with the current Department of Elder Affairs Programs and Services Handbook and the service tasks described in Section 2.1.

(5) **Section 2.7.2 of ATTACHMENT I of the Standard Agreement is hereby revised to read:**

2.7.2 The Provider must identify a minimum of two point persons who will serve as the Provider’s in-house consultants on the AGENCY Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency’s Fiscal and Consumer Services staff in a timely manner. Their names and contact information should be listed in Section 6 of the Standard Agreement.

The Provider will develop client outcome measures consistent with those developed by the Agency and Agency. The provider will submit outcome reports to the Agency on a monthly basis regarding the outcome measures listed below. A written response must be submitted to any and all outcome measures that indicate the Provider has not met the year-to-date target. Providers will submit the reports to their Consumer Services Consultant no later than the tenth (10) of each month.

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percent of APS referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (5) Percent of active clients eating two or more meals per day.
- (6) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (7) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (8) After service intervention the percentage of caregivers who self-report being very confident about their ability to continue to provide care;
- (9) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (10) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

Any future outcome measures identified by the Agency and/or Department of Elder Affairs shall be incorporated by reference.

(6) **Section 2.7.6 is hereby added to ATTACHMENT I of the Standard Agreement.**

2.7.6 Performance Definitions

“Work day” shall mean a provider’s staff member’s eight (8) hour work period, unless specifically noted otherwise “Day” shall mean a calendar day, unless specifically noted otherwise.

(7) **Section 3.5.1 of ATTACHMENT I of the Standard Agreement is hereby revised to read:**
3.5.1 The Provider will enter all required data for clients and services in the CIRT database per the AGENCY Programs and Services Handbook and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Data will be entered into CIRT before the Provider submits their request for invoice to the Agency. The Provider must run monthly and year-to-date CIRT reports and verify client and service data in CIRT is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report. CIRT data for services received must be entered into CIRT by the 10th day of the month. When a client’s services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into CIRT, received services cannot be changed from one AGENCY funding source to another AGENCY funding source.

(8) ATTACHMENT XII, Certifications and Assurances is hereby added to the Standard Agreement:

CERTIFICATIONS AND ASSURANCES

AGENCY will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub- recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant

to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that AGENCY and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform AGENCY immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department of Elder Affairs, Contractor 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 Contractor during the contract term to perform employment duties pursuant to this contract 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 entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1.

In addition to the requirements of sections, 10.1, 10.2 of the Standard contract, and 119.0701(3) and (4) Fla. Stat., and any other applicable law, if a civil action is commenced as contemplated by s. 119.0701(4), Fla. Stat., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to chapter 119, Fla. Stat., concerning this contract or services performed thereunder.
2.

Section 119.01(3), Fla. Stat., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, Florida Statutes, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Department are available for inspection as stated above.

By signing below, Contractor certifies the representations outlined in parts A through I above are true and correct.

(Signature and Title of Authorized Representative)

(Street)

(Contractor)

(Date)

(City, State, ZIP Code)

(9) ATTACHMENT XIII, Assurances, Non-Construction Programs, is hereby added to the Standard Agreement.

ATTACHMENT XIII ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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.

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 the Wild and Scenic Rivers Act 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 etseq.).
- 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

(10)ATTACHMENT XIV is hereby added to the Standard Agreement

ATTACHMENT XIV

STATE OF FLORIDA DEPARMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

a. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO EXPLAIN.

1. Is an Assurance of Compliance on file with AGENCY?

N/AYESNO

☐☐☐

2. Compare the staff composition to the population. Is staff representative of the population?

N/AYESNO

☐☐☐

3. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability?

N/AYESNO

☐☐☐

4. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability?

N/AYESNO

☐☐☐

5. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/AYESNO

☐☐☐

6. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/AYESNO

☐☐☐

7. Is the program/facility accessible to non-English speaking clients?

N/AYESNO

☐☐☐

8. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
Verbal ☐ Written ☐ Poster ☐

N/A
☐

YES
☐

NO
☐

9. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

N/A
☐

NUMBER
☐

10. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A
☐

YES
☐

NO
☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO EXPLAIN.

11. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications?

YES
☐

NO
☐

12. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES
☐

NO
☐

13. Has a person been designated to coordinate Section 504 compliance activities?

YES
☐

NO
☐

14. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability?

YES
☐

NO
☐

15. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals?

YES
☐

NO
☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

16. Do you have a written affirmative action plan? If NO, explain.

YES
☐

NO
☐

AGENCY USE ONLY

Reviewed By
Program Office
Date
On-Site ☐ Desk Review ☐

Telephone

In Compliance: YES ☐ NO* ☐

*Notice of Corrective Action Sent ☐ / ☐ / ☐

Response Due / /

Response Received / /

ATTACHMENT XIV
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for AGENCY Recipients and their Subgrantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b)(6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6(d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 1. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 2. Modify policies and practices that do not meet Section 504 requirements.
 3. Take remedial steps to eliminate any discrimination that has been identified.
 4. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

(11) ATTACHMENT XV, Background Screening, is hereby added to the Standard Agreement.
ATTACHMENT XV



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 _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

(Name of Representative) who is personally known
to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

IN WITNESS WHEREOF, the Parties hereto have caused this 18 page amendment to be executed by their officials there unto duly authorized.

Palm Beach County, a political subdivision
of the State of Florida, by and through its
Board of County Commissioners

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

SIGNED

BY: _____

~~XXXXXXXXXXXXXXXXXXXX~~

Melissa McKinlay, Mayor

SHARON R. BOCK, Clerk and Comptroller

BY: _____

Deputy Clerk

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date:

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved As To Form
And Legal Sufficiency

By: _____

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: James E. [Signature]
DEPARTMENT HEAD

Attestation Statement

Agreement/Contract Number IA016-9500Amendment Number 005

I, Melissa McKinlay, Mayor, attest that no changes or revisions have
(Provider Representative)

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

Signature of Provider Representative
Melissa McKinlay, Mayor

Date

Approved As To Form
And Legal Sufficiency

By: _____
Assistant County Attorney

Attest:
Sharon R. Bock
Clerk and Comptroller

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Page 1 of 1

BGEX - 144 - 111517*396
BGRV - 144 - 111517*98

FUND (1006) - DOSS - Administration

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 11/14/2017	REMAINING BALANCE
REVENUE								
<u>DOSS-C1</u>								
144 1458	3162 Physical Health & Nutrition	140,888	140,888		46,305	94,583		
<u>DOSS-C2</u>								
144 1459	3162 Physical Health & Nutrition	144,386	144,386		35,381	109,005		
Total Revenue		9,297,554	9,297,554	0	81,686	9,215,868		
EXPENDITURE								
<u>DOSS-C1</u>								
144 1458	3419 Contracted Food	491,507	491,507	0	46,305	445,202	41,154	404,048
<u>DOSS-C2</u>								
144 1459	3419 Contracted Food	630,233	630,233	0	35,381	594,852	49,885	544,967
Total Expenditures		9,297,554	9,297,554	0	81,686	9,215,868	91,039	9,124,829

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION James Green

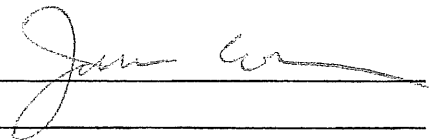
Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting on December 19, 2017

 11-17-17

Deputy Clerk to the
Board of County Commissioners