

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	69,652				
External Revenue	(65,721)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	3,931				

# 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 1443/1457/1458/1459/1472/1481 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding sources are State of FL, Federal and Palm Beach County. Sufficient funding is included in the current budget to meet County obligations. No additional funds are required for this agreement.

Total Funding	1443	1472	1481	1457	1458	1459	Total
Funds	CCE	ADI	HCE	3B	C1	C2	Funds
Grant	35,376	43,304	(8,755)	41,000	0	(41,000)	69,925
Match (10%)	3,931	0	0	4,556	0	(4,556)	3,931
NSIP	0	0	0	0	(2,270)	(1,934)	(4,204)
Program Income	0	0	0	0	0	0	0
Addnl. County Funds	0	0	0	0	0	0	0
Total	39,307	43,304	(8,755)	45,556	(2,270)	(47,490)	69,652

C. Departmental Fiscal Review: J. E. Dowe
 For Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
Lisa R. [Signature] 11/5/19 OFMB 11/4
[Signature] 11/17/19 Contract Development and Control 11/6/19

B. Legal Sufficiency:
[Signature] 11-8-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

(Continued from page 1)

Background and Justification: Funds are used to provide various in-home and community-based services to older adults in Palm Beach County, which preserves their independence and defers the need for more costly institution care. ADI allows DOSS to assist seniors afflicted with Alzheimer's disease and other forms of dementia and caregivers with services to help them live independently in their own homes. CCE assists seniors and caregivers by providing in-home services to help seniors live independently and assists seniors and their caregivers with care in a family-type living arrangement as an alternative to institutional care. HCE allows DOSS to assist older adults and caregivers with the provision of care in a family-type living arrangement as an alternative to institutional care. OAA provide in-home and community-based services to seniors.

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 IZ018-9500

The purpose of this amendment is to increase the overall total funding for the period July 1, 2018 through June 30, 2019 by \$43,303.65. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 6.5 of the Standard Agreement; (3) amends Paragraph 7.7 of the Standard Agreement; (4) amends Paragraph 21 of the Standard Agreement; (5) amends Paragraph 28.1 of the Standard Agreement; (6) amends Paragraph 35.2 of the Standard Agreement; (7) amends Paragraph I.B.4 of Attachment I of the Standard Agreement; (8) adds Paragraph II.A.4 to Attachment I of the Standard Agreement; (9) adds Paragraph II.J to Attachment I of the Standard Agreement; (10) amends Paragraph IV.F.1 of Attachment I of the Standard Agreement; (11) amends Part II of Attachment II-EXHIBIT I of the Standard Agreement; (12) amends Attachment II-EXHIBIT 2 of the Standard Agreement; and (13) amends Attachment X of the 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 IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2018 – June 30, 2019.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Alzheimer's Disease Initiative	2018	General Revenue	65.002- 65.004	\$1,092,982.65
TOTAL AGREEMENT AMOUNT:				\$1,092,982.65

(2) Paragraph 6.5 of the Standard Agreement is hereby amended to read:

6.5 Unless exempt under 2 CFR §170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

(3) Paragraph 7.7 of the Standard Agreement is hereby amended to read:

7.7 In accordance with Section 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1,000,000 or more. Pursuant to Section 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 or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. 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. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this Agreement.

(4) Paragraph 21 of the Standard Agreement is hereby amended to read:

21. New Contract(s) Reporting:

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Provider shall complete the Provider's State Contracts List attached to this Agreement.

(5) Paragraph 28.1 of the Standard Agreement is hereby amended to read:

28.1 Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency's Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payments(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Provider shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

(6) Paragraph 35.2 of the Standard Agreement is hereby amended to read:

35.2 If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR §75.322, as applicable.

(7) Paragraph I.B.4 of Attachment I of the Standard Agreement is hereby amended to read:

3. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of HCE. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via a NOI.

(8) The following is added to Paragraph II.A of Attachment I of the Standard Agreement:

4. Task Limits

The Provider shall not perform any tasks related to the project other than those described in this Agreement without the express written consent of the Agency.

(9) The following is added to Paragraph II of Attachment I of the Standard Agreement:

J. Service Location and Equipment

1. Service Delivery Location

Services will be provided as needed in locations determined by Provider that best meets client's immediate needs.

2. Changes in Location

The Provider shall notify the Agency in writing a minimum of one week prior to making changes in location that will affect the Agency's ability to contact the Provider by telephone or facsimile.

3. Equipment

Provider shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies

(10) Paragraph IV.F.1 of Attachment I of the Standard Agreement is hereby amended to read:

F. Enforcement:

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superceded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Your Aging and Disability Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other appropriate actions if the Agency finds that:

- a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
- b. The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
- c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.
- d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.

- e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this Agreement with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency.
- f. The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.
- g. The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

(11) Part II of Attachment II-EXHIBIT I of the Standard Agreement is hereby revised to read:

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
 2 CFR §200.201 – Administrative Requirements**
 2 CFR §200 Subpart F – Audit Requirements
 Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*
 2 CFR §200.100 – Administrative Requirements
 2 CFR §200 Subpart F – Audit Requirements
 Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
 2 CFR §200.100 – Administrative Requirements
 2 CFR §200 Subpart F – Audit Requirements
 Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR

§200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 and 215.971 F.S.
 Chapter 69I-5, F.A.C.
 State Projects Compliance Supplement
 Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules and regulations

(12) Attachment II Exhibit 2 of the Standard Agreement is hereby revised to read:

**EXHIBIT 2
FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#):		FEDERAL AWARD DATE:	
DUNS NUMBER:			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer’s Disease Initiative	General Revenue	65.002-65.004	\$1,092,982.65
TOTAL AWARD			\$1,092,982.65

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

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

(13) Attachment X of the Standard Agreement is hereby replaced with the following Attachment X

ATTACHMENT X

**ANNUAL BUDGET SUMMARY (2018 - 2019)
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

ADI Client Services	\$1,056,475.95
ADI Case Management	\$36,506.70
Total	\$1,092,982.65

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 9 page amendment to be executed by their officials there unto duly authorized.

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

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

SIGNED BY: _____
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

Senior Assistant County Attorney

Approved as to terms and conditions
James G. Lee

Department Director

Attestation Statement

Agreement/Contract Number IZ018-9500

Amendment Number 001

I, _____, 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 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
Mayor

Date

**Approved As To Form
And Legal Sufficiency**

**Attest: Sharon R. Bock
Clerk and Comptroller**

By: _____
Senior 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 IH018-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2018 through June 30, 2019 by \$22,159.86. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 7.7 of the Standard Agreement; (3) amends Paragraph 21 of the Standard Agreement; (4) amends Paragraph 28.1 of the Standard Agreement; (5) amends Paragraph 35.2 of the Standard Agreement; (6) amends Paragraph I.B.3 of Attachment I of the Standard Agreement; (7) amends Paragraph II.D.1.c of Attachment I of the Standard Agreement; (8) amends Paragraph IV.F.1 of Attachment I of the Standard Agreement; and (9) amends Part II of Attachment II-EXHIBIT I of the Standard Agreement; (10) amends Attachment II-EXHIBIT 2 of the Standard Agreement; and (11) amends Attachment IX of the Standard Agreement.

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

4 Agreement Amount:

The Agency awards for services according to the statement of work, Attachment I of this Agreement in an amount not to exceed \$210,446.86 the Total Agreement Amount per funding year outlined below, subject to the availability of funds. The Agency will provide a spending authority of \$133,192.86 as outlined in Attachment IX for client services. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement. The Provider agrees to utilize the approved rate sheet, Attachment XIII for contracted services the Agency agrees to pay for.

These funds are allocated for the period July 1, 2018 – June 30, 2019.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Home Care for the Elderly (HCE)	2019	General Revenue	65.001	\$133,192.86
TOTAL AGREEMENT AMOUNT:				\$133,192.86

(2) Paragraph 7.7 of the Standard Agreement is hereby amended to read:

7.7 In accordance with Section 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1,000,000 or more. Pursuant to Section 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 or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. 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. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this Agreement.

(3) Paragraph 21 of the Standard Agreement is hereby amended to read:

21. New Contract(s) Reporting:

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four

(4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Provider shall complete the Provider’s State Contracts List attached to this Agreement.

(4) Paragraph 28.1 of the Standard Agreement is hereby amended to read:

28.1 Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency’s Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency’s finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payments(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Provider shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

(5) Paragraph 35.2 of the Standard Agreement is hereby amended to read:

35.2 If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR §75.322, as applicable.

(6) Paragraph I.B.3 of Attachment I of the Standard Agreement is hereby amended to read:

3. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of HCE. The program services shall be provided in a manner consistent with the Provider’s current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via a NOI.

(7) Paragraph II.D.1.c of Attachment I of the Standard Agreement is hereby amended to read:

c. Special Subsidy Services

The Provider shall ensure that the Special Subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies or equipment needed to maintain the health and well-being of the individual elder. The Special Subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care recipient. A Special Subsidy shall be paid to the approved caregivers when the client is in the home for any part of the month. Special Subsidy Services may be authorized through a vendor agreement. All Special Subsidy services must be performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Special Subsidy services include the following:

<ul style="list-style-type: none"> 1) Adult Day Care 2) Adult Day Health Care 3) Caregiver Training/Support 4) Chore 5) Chore (Enhanced) 6) Counseling (Gerontological) 7) Counseling (Mental Health/Screening) 8) Home Health Aide Service 9) Homemaker 10) Home Delivered Meals 	<ul style="list-style-type: none"> 11) Housing Improvement 12) Material Aid 13) Occupational Therapy 14) Other 15) Personal Care 16) Physical Therapy 17) <u>Respite (Facility Based or In-Home)</u> 18) Skilled Nursing Services 19) Specialized Medical Equipment, Services and Supplies 20) Speech Therapy 21) Transportation
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Services that are underlined in Section II.D.1.C must be a part of the Provider's Service Provider Application and be included in the rate pages.

(8) Paragraph IV.F.1 of Attachment I of the Standard Agreement is hereby amended to read:

F. Enforcement:

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superceded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Your Aging and Disability Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other appropriate actions if the Agency finds that:

- a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
- b. The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
- c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.
- d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.
- e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this Agreement with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency.
- f. The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.
- g. The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

(9) Part II of Attachment II-EXHIBIT I of the Standard Agreement is hereby amended to read:

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR §200.201 – Administrative Requirements**
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR §200.400 - §200.411 – Cost Principles*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 and 215.971 F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

(10) Attachment II-EXHIBIT 2 of the Standard Agreement is hereby revised to read:

**EXHIBIT 2
FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#):		FEDERAL AWARD DATE:	
DUNS NUMBER:			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Home Care for the Elderly	General Revenue	65.001	\$133,192.86
TOTAL AWARD			\$133,192.86

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

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

(11) Attachment IX of the Standard Agreement is hereby replaced with the following Attachment IX

ANNUAL BUDGET SUMMARY (2018 – 2019)

1. HCE Subsidy	\$117,054.65
2. HCE Case Management	\$16,138.21
3. Sub-Total	\$133,192.86
4. HCE Basic Subsidy	\$77,254.00
5. Total	\$210,446.86

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, 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: _____
Mayor

SIGNED BY: _____

DATE: _____

SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____
Deputy Clerk

DATE: _____

Federal Tax ID: 59-6000785
Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Senior Assistant County Attorney

Approved as to terms and conditions
James E. [Signature]

Department Director

Attestation Statement

Agreement/Contract Number IH018-9500

Amendment Number 001

I, _____ 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

Date

Mayor

**Approved As To Form
And Legal Sufficiency**

**Attest: Sharon R. Bock
Clerk and Comptroller**

By: _____
Senior 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 IC018-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2018 through June 30, 2019 by \$35,375.36. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 6.5 of the Standard Agreement; (3) amends Paragraph 7.7 of the Standard Agreement; (4) amends Paragraph 21 of the Standard Agreement; (5) amends Paragraph 28.1 of the Standard Agreement; (6) amends Paragraph 35.2 of the Standard Agreement; (7) amends Paragraph I.B.3 of Attachment I of the Standard Agreement; (8) amends Paragraph IV.F.1 of Attachment I of the Standard Agreement; (9) amends Attachment II-EXHIBIT I of the Standard Agreement; (10) amends Attachment II-EXHIBIT 2 of the Standard Agreement; and (11) amends Attachment IX of the 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 IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2018 – June 30, 2019.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2018	General Revenue	65.010	\$1,663,433.36
TOTAL AGREEMENT AMOUNT:				\$1,663,433.36

(2) Paragraph 6.5 of the Standard Agreement is hereby amended to read:

6.5 Unless exempt under 2 CFR §170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

(3) Paragraph 7.7 of the Standard Agreement is hereby amended to read:

7.7 In accordance with Section 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1,000,000 or more. Pursuant to Section 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 or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. 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. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this Agreement.

(4) Paragraph 21 of the Standard Agreement is hereby amended to read:**21. New Contract(s) Reporting:**

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Provider shall complete the Provider's State Contracts List attached to this Agreement.

(5) Paragraph 28.1 of the Standard Agreement is hereby amended to read:

28.1 Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency's Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payments(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Provider shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

(6) Paragraph 35.2 of the Standard Agreement is hereby amended to read:

35.2 If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR §75.322, as applicable.

(7) Paragraph I.B.3 of Attachment I of the Standard Agreement is hereby amended to read:**3. Scope of Service**

The Provider is responsible for the programmatic, fiscal and operational management of HCE. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via a NOI.

(8) Paragraph IV.F.1 of Attachment I of the Standard Agreement is hereby amended to read:**F. Enforcement:**

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superceded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Your Aging and Disability Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other appropriate actions if the Agency finds that:

- a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
- b. The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
- c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.
- d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.
- e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this Agreement with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency.
- f. The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.
- g. The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

(9) Attachment II-EXHIBIT I of the Standard Agreement is hereby revised to read:

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
- Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.
- Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR §200.201 – Administrative Requirements**
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR §200.400 - §200.411 – Cost Principles*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST

FOLLOW:

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 and 215.971 F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

(10) Attachment II-EXHIBIT 2 of the Standard Agreement is hereby revised to read:

**EXHIBIT 2
FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#):		FEDERAL AWARD DATE:	
DUNS NUMBER:			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65.010	\$1,663,433.36
TOTAL AWARD			\$1,663,433.36

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

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

(11) Attachment IX of the Standard Agreement is hereby revised to read:

**ATTACHMENT IX ANNUAL
BUDGET SUMMARY (2018 – 2019)
COMMUNITY CARE FOR THE ELDERLY PROGRAM**

1. CCE Services	\$1,577,563.39
2. CCE Case Management	\$83,875.27
3. CCE Case Aide	\$1,994.70
4. Total	\$1,663,433.36

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 9 page amendment to be executed by their officials there unto duly authorized.

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

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

SIGNED BY: _____
Mayor

SIGNED BY: _____

DATE: _____

SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____
Deputy Clerk

TITLE: _____

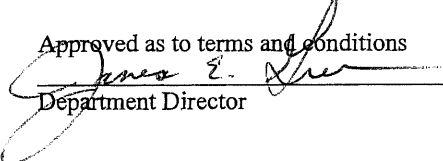
DATE: _____

DATE: _____

Federal Tax ID: 59-6000785
Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Senior Assistant County Attorney

Approved as to terms and conditions


Department Director

Attestation Statement

Agreement/Contract Number IC018-9500

Amendment Number 001

I, _____, 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
Mayor

Date

**Approved As To Form
And Legal Sufficiency**

**Attest: Sharon R. Bock
Clerk and Comptroller**

By: _____
Senior 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 “Parties” amends Agreement IA019-9500.

The purpose of this amendment is to decrease the overall total funding for the period of January 1, 2019 through December 31, 2019 by \$4,203.67. Additionally, this amendment (1) amends Paragraph 4, of the Standard Agreement; (2) revises and replaces Attachment II – Exhibit 2, Funding Summary; and (3) revises and replaces Attachment IX, Budget Summary.

(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 IV and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement.

These funds are allocated for the period January 1, 2019 – December 31, 2019

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Older Americans Act Title IIIB Support Services	2019	U.S. Dept. of Health and Human Services	93.044	\$895,505.00
Older Americans Act Title IIIB Transportation	2019	U.S. Dept. of Health and Human Services	93.044	\$0.00
Older Americans Act Title IIIC1 Congregate Meals	2019	U.S. Dept. of Health and Human Services	93.045	\$579,096.00
Older Americans Act Title IIIC2 Home Delivered Meals	2019	U.S. Dept. of Health and Human Services	93.045	\$521,604.00
Older Americans Act Title IIIE Caregiver Support Services	2019	U.S. Dept. of Health and Human Services	93.052	\$143,926.00
Older Americans Act Title IIIES Caregiver Supplemental Services	2019	U.S. Dept. of Health and Human Services	93.052	\$26,000.00
Older Americans Act Title IIIEG Grandparent or Non-Parent Relative Support Services	2019	U.S. Dept. of Health and Human Services	93.052	\$0.00
Older Americans Act Nutrition Services Incentive Program (NSIP)	2019	U.S. Dept. of Health and Human Services	93.053	\$164,999.52
TOTAL FUNDS CONTAINED IN THIS AGREEMENT:				\$2,331,130.52

(2) ATTACHMENT II – Exhibit 2, Funding Summary, of the Standard Agreement is hereby replaced with the following ATTACHMENT II.

ATTACHMENT II

EXHIBIT 2 FUNDING SUMMARY

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

PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Program Title III	2019	U.S. Health and Human Services	93.044	\$2,331,130.52
			93.045	
			93.052	
			93.053	

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

FEDERAL FUNDS:

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE
Section 215.97, Fla.
Stat. Chapter 69I-5,
Fla. Admin. Code

(3) ATTACHMENT IX of the Standard Agreement, Budget Summary, is hereby replaced with the following ATTACHMENT IX.

ATTACHMENT IV

BUDGET SUMMARY 2019

PSA: 9

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

1.	IIB Support Services	\$895,505.00
2.	IIB Transportation	\$0.00
3.	IIC1 Congregate Meals	\$579,096.00
4.	IIC2 Home Delivered Meals	\$521,604.00
5.	III E Caregiver Support Services	\$143,926.00
6.	IIIES Caregiver Supplemental Services	\$26,000.00
7.	IIIEG Grandparent or Non-Parent Relative Support Services	\$0.00
8.	Nutrition Services Incentive Program	\$164,999.52
9.	Total	\$2,331,130.52

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

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

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

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

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

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

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

SIGNED BY: _____, Mayor

SIGNED BY: _____

DATE: _____

SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: Deputy Clerk

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Senior Assistant County Attorney

Approved as to terms and conditions

James E. [Signature]
Department Director

Attestation Statement

Agreement/Contract Number IA019-9500

Amendment Number 001

I, _____, 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 of Palm Beach/Treasure Coast, Inc. 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

Date

Mayor

**Approved As To Form
And Legal Sufficiency**

**Attest: Sharon R. Bock
Clerk and Comptroller**

By: _____
Senior Assistant County Attorney

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 144 - 100119*4
BGRV - 144 - 100119*1

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 9/30/2019	REMAINING BALANCE
REVENUE								
DOSS-CCE								
144 1443	3469 State Grant Other Human Services	1,607,195	3,127,774	35,376		3,163,150		
DOSS-3B								
144 1457	3168 Fed Grant Indirect - Human Services	698,000	1,172,991	41,000		1,213,991		
DOSS-C1								
144 1458	3162 Physical Health & Nutrition	94,568	110,424		2,270	108,154		
DOSS-C2								
144 1459	3162 Physical Health & Nutrition	109,005	92,892		1,934	90,958		
144 1459	3168 Fed Grant Indirect - Human Services	581,107	815,824		41,000	774,824		
Alzheimer'S Disease Initiative								
144 1472	3469 State Grant Other Human Services	1,026,247	2,020,198	43,304		2,063,502		
Home Care For The Elderly								
144 1481	3469 State Grant Other Human Services	107,095	299,340		8,755	290,585		
Total Revenue		9,614,451	12,643,566	119,680	53,959	12,709,287		
EXPENDITURE								
DOSS-CCE								
144 1443	3401 Other Contractual Services	1,829,788	3,002,982	35,376		3,038,358	1,876,772	1,161,586
DOSS-3B								
144 1457	3401 Other Contractual Services	1,033,466	1,423,530	41,000		1,464,530	1,314,802	149,728
DOSS-C1								
144 1458	3419 Contracted Food	435,333	771,712		2,270	769,442	593,599	175,843
DOSS-C2								
144 1459	3419 Contracted Food	594,267	700,212		42,934	657,278	510,319	146,959
Alzheimer'S Disease Initiative								
144 1472	3401 Other Contractual Services	1,053,896	1,836,878	43,304		1,880,182	1,027,455	852,727
Home Care For The Elderly								
144 1481	3401 Other Contractual Services	92,926	208,100		8,755	199,345	124,353	74,992
Total Expenditures		9,614,451	12,643,566	119,680	53,959	12,709,287	5,462,740	7,246,547

Signatures

Date

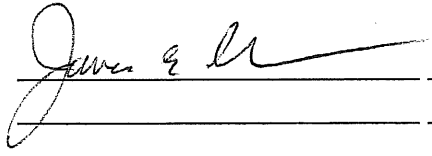
By Board of County Commissioners
At Meeting on November 19, 2019

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION James Green

Administration/Budget Department Approval

OFMB Department - Posted



10/28/19

Deputy Clerk to the
Board of County Commissioners