



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	185,616				
External Revenue	(177,569)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>8,047</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

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


Budget Account No.:  
 Fund 1006 Dept. 144 Unit 1443/1472/1481 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	Total
<b>Funds</b>	<b>CCE</b>	<b>ADI</b>	<b>HCE</b>	<b>Funds</b>
Grant	72,427	105,142		177,569
Match (10%)	8,047	0		8,047
NSIP	0	0		0
Program Income	0	0		0
Addnl. County Funds	<u>0</u>	<u>0</u>		<u>0</u>
<b>Total</b>	<b>80,474</b>	<b>105,142</b>	<b>0</b>	<b>185,616</b>

**C. Departmental Fiscal Review:**

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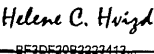
Julie Dowe, Director, Financial & Support Services

**III. REVIEW COMMENTS**

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

 OFMB 4/3/2020  
 Contract Development and Control 4/17/2020

**B. Legal Sufficiency:**

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 BF3DF3082323443

Senior Assistant County Attorney

**C. Other Department Review:**

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

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX - 144 - 030220\*1068  
BGRV - 144 - 030220\*424

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 3/2/2020	REMAINING BALANCE
<b>REVENUE</b>								
<b>DOSS-CCE</b>								
144 1443	3469 State Grant Other Human Services	1,628,057	2,132,472	72,427		2,204,899		
<b>Alzheimer'S Disease Initiative</b>								
144 1472	3469 State Grant Other Human Services	1,049,679	1,517,180	105,142		1,622,322		
<b>Total Revenue</b>		<b>9,923,490</b>	<b>10,351,121</b>	<b>177,569</b>	<b>0</b>	<b>10,528,690</b>		
<b>EXPENDITURE</b>								
<b>DOSS-CCE</b>								
144 1443	3401 Other Contractual Services	1,792,713	1,812,093	72,427		1,884,520	842,747	1,041,773
<b>Alzheimer'S Disease Initiative</b>								
144 1472	3401 Other Contractual Services	1,070,563	1,084,858	105,142		1,190,000	471,492	718,508
<b>Total Expenditures</b>		<b>9,923,490</b>	<b>10,351,121</b>	<b>177,569</b>	<b>0</b>	<b>10,528,690</b>	<b>1,314,239</b>	<b>9,214,451</b>

COMMUNITY SERVICES  
INITIATING DEPARTMENT/DIVISION Julie Dowe  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners  
At Meeting on April 21, 2020

DocuSigned by:

*Taruna Malhotra*

3/31/2020

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Deputy Clerk to the  
Board of County Commissioners

## AMENDMENT 001

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 IZ019-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2019 through June 30, 2020 by \$105,142.00. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 6.1.3 of the Standard Agreement; (3) amends Paragraph 7.7 of the Standard Agreement; (4) amends Paragraph 8 of the Standard Agreement; (5) amends Paragraph 10.1.4 of the Standard Agreement; (6) adds Paragraph 10.3 to the Standard Agreement; (7) amends Paragraph 24.1 of the Standard Agreement; (8) amends Paragraph 24.2 of the Standard Agreement; (9) deletes Paragraphs 26.1-26.4 from the Standard Agreement; (10) amends Paragraph 32 of the Standard Agreement; (11) amends Paragraph 33 of the Standard Agreement; (12) amends Paragraph 35 of the Standard Agreement; (13) amends Paragraph 35.2 of the Standard Agreement; (14) amends Paragraph 39 of the Standard Agreement; (15) Amends Paragraph I.A.1 of Attachment I of the Standard Agreement; (16) amends Paragraph I.A.2 of Attachment I of the Standard Agreement; (17) amends Paragraph I.B.4 of Attachment I of the Standard Agreement; (18) amends Paragraph I.C.2 of Attachment I of the Standard Agreement; (19) amends Paragraph II.B of Attachment I of the Standard Agreement; (20) amends Paragraph II.C.1 of Attachment I of the Standard Agreement; (21) amends Paragraph II.D.1.b of Attachment I of the Standard Agreement; (22) adds Paragraph II.F.6 to Attachment I of the Standard Agreement; (23) amends Paragraph II.I 2 of Attachment I of the Standard Agreement; (24) amends Paragraph III.A.1.a of Attachment I of the Standard Agreement; (25) amends Paragraph IV.B.1 of Attachment I of the Standard Agreement; (26) revises and replaces Attachment II-EXHIBIT 2 of the Standard Agreement; (27) removes Attachment III, Certification F from the Standard Agreement; (28) adds Attachment IIIA to the Standard Agreement; (29) revises and replaces Attachment V of the Standard Agreement; (30) revises and replaces Attachment VI of the Standard Agreement; (31) revises and replaces Attachment VII of the Standard Agreement; and (32) revises and replaces 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, 2019 – June 30, 2020.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Alzheimer's Disease Initiative (ADI)	2019	General Revenue	65.002-65.004	\$1,154,821.00
<b>TOTAL AGREEMENT AMOUNT:</b>				\$1,154,821.00

**(2) Paragraph 6.1.3 of the Standard Agreement is hereby amended to read:**

**6.1.3 Neither** the Provider, nor any agent acting on behalf of the Provider, may use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Director of Organizational Integrity with the Agreement.

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

7.7 The Agency may, at its option, terminate the Agreement if the Provider is found to have submitted a false certification as provided under Section 287.135(5) F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a

**(4) Paragraph 8 of the Standard Agreement is hereby amended to read:****8. Background Screening:**

The Provider shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department of Elder Affairs level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit the Background Screening Affidavit of Compliance (Screening Form) to the Agency within thirty (30) days of execution of this Agreement. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

**(5) Paragraph 10.1.4 of the Standard Agreement is hereby amended to read:**

10.1.4 Upon completion of the Agreement, the Provider will either transfer, at no cost to the Agency, all public records in possession of the Provider to the Agency, or will keep and maintain public records required by the Agency. If the Provider transfers all public records to the Agency upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**(6) Paragraph 10.3 is hereby added to the Standard Agreement**

10.3 Upon termination of this agreement, whether for convenience or for cause as detailed in section 53 of this contract, the Provider shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**(7) Paragraph 24.1 of the Standard Agreement is hereby amended to read:**

24.1 The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement.

**(8) Paragraph 24.2 of the Standard Agreement is hereby amended to read:**

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**(9) Paragraphs 26.1-26.4 of the Standard Agreement are hereby deleted.****(10) Paragraph 32 of the Standard Agreement is hereby amended to read:****32. Conflict of Interest:**

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved.

AMENDMENT 001

IZ019-9500

Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award. The Provider or subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

**(11) Paragraph 33 of the Standard Agreement is hereby amended to read:**

**33. Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

**(12) Paragraph 35 of the Standard Agreement is hereby amended to read:**

**35. Patents, Copyrights, Royalties:**

If this Agreement is awarded state funding and if any discovery, invention or copyrightable material is developed, or produced in the course of or as a result of work or service performed under this Agreement, or in any way connected with this Agreement, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this Agreement, the Provider shall refer the discovery, invention or copyrightable material to the Agency to be referred to the Department of Elder Affairs. Any and all patent rights or copyrights accruing under this Agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k) F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this Agreement.

**(13) 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.

**(14) Paragraph 39 of the Standard Agreement is hereby amended to read:**

**39. Financial Consequences of Non-Performance:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement, then the Agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract or agreement suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

**(15) Paragraph I.A.1 of Attachment I of the Standard Agreement is hereby amended to read:**

**I. SERVICES TO BE PROVIDED**

**A. Definitions of Terms**

**1. Acronyms**

Alzheimer's Disease (AD)  
 Alzheimer's Disease Initiative (ADI)  
 Activities of Daily Living (ADL)  
 Assessed Priority Consumer List (APCL)  
 AdultProtective Services (APS)  
 Client Information and Registration Tracking System (CIRTS)  
 Community Care for Disabled Adults (CCDA)  
 Corrective Action Plan (CAP)  
 Department of Elder Affairs – (DOEA) or Department  
 Dementia Care & Cure Initiative (DCCI)  
 Florida Administrative Code (F.A.C.)  
 Florida Statutes – (F.S.)  
 Home Care for Disabled Adults (HCDA)  
 InstrumentalActivities of Daily Living (IADL)  
 Memory DisorderClinic (MDC)  
 Planning and Service Area (PSA)  
 Summary of Programs and Services (SOPS)  
 United States Code – (U.S.C.)

**(16) Paragraph I.A.2 of Attachment I of the Standard Agreement is hereby amended to read:**

**1. Program-Specific Terms**

**Area Plan:** A plan developed by the Area Agency on Aging outlining a comprehensive and coordinated service delivery system in the respective Planning and Service Area, in accordance with Section 306 of the Older Americans Act (42 U.S.C. 3026), as amended, and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the Area Plan wherein the Area Agency on Aging enters ADI-specific data into the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

**Department of Elder Affairs Programs and Services Handbook:** An official document of DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through a Notice of Instruction.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

**Memory Disorder Clinic:** Research oriented programs created pursuant to Sections 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.

**Notice of Instruction (NOI):** The Department's established method to communicate to the Contractor the requirement to perform a task or activity. NOIs are located on the Department's website at <http://elderaffairs.state.fl.us/doea/nois.php>.

**Proviso:** Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to include information that helps tell the story of how programs and services help elders, families, and caregivers.

**Specialized Day Care:** Licensed Specialized Alzheimer's Services Adult Day Care Centers, licensed in accordance with Section 429.918, F.S., that are considered models because they provide specialized Alzheimer's services for AD clients. FloridaHealthFinder.gov provides an up to date listing of all Specialized Alzheimer's 4 Services Adult Day Care Centers.

**Specialized Alzheimer's Services:** Specialized Alzheimer's services, offered in day care centers include, but are not limited to, those listed below:

- i. Providing education and training on the specialized needs of persons with Alzheimer's disease or related memory disorders and caregivers;
- ii. Providing specialized activities that promote, maintain, or enhance the ADI client's physical, cognitive, social, spiritual, or emotional health;
- iii. Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver

**Summary of Programs and Services (SOPS):** A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

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

**4. Scope of Service**

The Provider is responsible for the programmatic, fiscal and operational management of the ADI Program. 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.

**(18) Paragraph I.C.2 of Attachment I of the Standard Agreement is hereby amended to read:**

**1. Client Eligibility**

Clients eligible to receive services under this Agreement must:

- a. Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; and
- b. Not be enrolled in any Medicaid capitated long-term care program; and
- c. If enrolled in Specialized Alzheimer's Services Adult Day Care, be a participant who has a documented diagnosis of Alzheimer's disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner;

**(19) Paragraph II.B of Attachment I of the Standard Agreement is hereby amended to read:**

**B. Use of Subcontractors**

Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Provider shall notify the Consumer Services Consultant and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services.. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

**(20) Paragraph II.C.1 of Attachment I of the Standard Agreement is hereby amended to read:**



**1. Staffing Levels**

The Provider shall dedicate its own staff as necessary to meet the obligations of this Agreement and ensure that subcontractors dedicate adequate staff accordingly.

**(21) Paragraph II.D.1.b of Attachment I of the Standard Agreement is hereby amended to read:****b. Memory Disorder Clinics**

The Provider shall maintain coordination with the memory disorder clinics, the Alzheimer's Disease Brain Bank, and all other components of the Alzheimer's Disease Initiative, as well as Silver Alert, in the designated Community Care Service Area. Memory Disorder Clinics (MDCs) are required to provide annual in-service training to all respite, in-facility respite and model day care center staff and respite providers in their designated service areas, and plan and develop service-related research projects with model day care and respite providers. The Provider shall respond to requests for statistical data concerning its consumers, based on information requirements of the MDCs and the Brain Bank, and assist the MDCs in carrying out Silver Alert protocol activities.

**(22) Paragraph II.F.6 is hereby added to Attachment I of the Standard Agreement:****6. CIRT Address Validation**

The Provider shall work with the Agency to ensure client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate CIRT addresses to ensure these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

**(23) Paragraph III.2 of Attachment I of the Standard Agreement is hereby amended to read:****2. Agency Determinations**

The Agency reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Agreement. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the Agreement are subject to mutual agreement.

**(24) Paragraph III.A.1.a of Attachment I of the Standard Agreement is hereby amended to read:****1. Advance Payments**

The Provider may request up to two (2) months of advances at the start of the agreement period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Provider's requests for advance payments require the written approval of the Agency's Fiscal Director. For the first month's advance request, the Provider shall provide to the Agency's Fiscal Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider's financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Agency's Fiscal Director, in his or her sole discretion, has determined that there is justified need for an advance, the Agency will issue approved advance payments after July 1st of the contract year.

**(25) Paragraph IV.B.1 of Attachment I of the Standard Agreement is hereby amended to read:**

**1. Cost Sharing and Co-Payments**

The Provider must establish annual co-payment goals. The Agency has the option to withhold a portion of the Provider's request for payment if goals are not met according to the Department's co-payment guidelines, in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference. Co-payments include only the amounts assessed to consumers by Provider or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment.

Pursuant to 430.204(8), the dollar amount for co-payments associated with any Alzheimer's Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Provider must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

(26) 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, 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:**

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

**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
<b>TOTAL STATE AWARD</b>			

**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	\$1,154,821.00
<b>TOTAL AWARD</b>			<b>\$1,154,821.00</b>

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

**STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S. 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

(27) Attachment III Certification F is removed from the Standard Agreement.

(28) Attachment IIIA is hereby added to the Standard Agreement

ATTACHMENT III A

CERTIFICATIONS AND ASSURANCES

The Agency will not award this Contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

A. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

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 and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

B. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards. Additionally, I certify this organization does X 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 execution of this agreement, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable). By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

\_\_\_\_\_  
Dave Kerner, Mayor  
(Signature and Title of Authorized Representative)

\_\_\_\_\_  
810 Datura Street, Ste 300  
(Street Address)

\_\_\_\_\_  
Palm Beach County Board of County Commissioners  
(Contractor)

\_\_\_\_\_  
West Palm Beach, FL 33401  
(City, State, ZIP code)

(Date)

Approved to as Form and legal sufficiency DocuSigned by:

By: Helene C. Huizd  
Senior Assistant County Administrator

Attest: Sharon R. Bock  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

(29) Attachment V of the Standard Agreement is hereby replaced with the following Attachment V.

**ATTACHMENT V  
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name Palm Beach County Board of County Commissioners	County Palm Beach	AAA/Contractor
Address 810 Datura Street, Ste 300	Completed By Faith Manfra	
City, State, Zip Code West Palm Beach, FL 33401	Date	Telephone (561) 355-4750

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

1. Briefly describe the geographic area served by the program/facility and the type of service provided:  
Social Services and nutritional services funded under Federal, State, and local funding in Palm Beach County, Florida

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:	1,443,810	75.4	19.4	21.5	5.3	51.7		
3. Staff currently employed	Effective date:	46	4.6	6.9	6.44	3.22	13.8	0	
4. Clients currently enrolled/registered	Effective date:	5,526	52.42	21.30	14.00	8.22	68.45	5.00	100
5. Advisory/Governing Board if applicable		7	97	3	0	0	21	0	

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

6. Is an Assurance of Compliance on file with DOEA?  
Yes on file with AAA N/A  YES  NO
- 
7. Compare the staff composition to the population. Is staff representative of the population?  
Yes N/A  YES  NO
- 
8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?  
Yes N/A  YES  NO
- 
9. 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?  
Consumers must be age 60 or older N/A  YES  NO
- 
10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? N/A  YES  NO
- 
11. Is the program/facility accessible to non-English speaking clients? N/A  YES  NO

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12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal  Written  Poster   
    
 N/A YES NO

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13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER  
 0

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14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO

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

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? YES NO

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16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO

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17. Has a person been designated to coordinate Section 504 compliance activities? YES NO

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18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? YES NO

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19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? YES NO

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

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

<b>DOEA USE ONLY</b>			
Reviewed by	In Compliance:	YES	NO*
Program Office	*Notice of Corrective Act		ion Sent ___/___/___
Date	Telephone	Response Due	___/___/___

**ATTACHMENT V**  
**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, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
  - a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.

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13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and 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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
15. 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:
  - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
  - b. Modify policies and practices that do not meet Section 504 requirements;
  - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
  - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or 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 Part 60 and Title VI of the Civil Rights Act of 1964, as amended.



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(30) Attachment VI of the Standard Agreement is hereby replaced with the following Attachment VI.

**ATTACHMENT VI  
CONTRACTOR'S STATE CONTRACT LIST**

Contractor's State Contract List

REPORT PERIOD:

From: \_\_\_\_\_  
To: \_\_\_\_\_

CONTRACTOR INFORMATION:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
FEID: \_\_\_\_\_ Contact: \_\_\_\_\_

Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/ Types of Services	Contract Manager	Phone #	Contract Amount
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
7								\$ -
8								\$ -
9								\$ -
10								\$ -
11								\$ -
12								\$ -
13								\$ -
14								\$ -
15								\$ -
16								\$ -
17								\$ -
18								\$ -
19								\$ -
20								\$ -
<b>Total</b>								\$ -

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

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

(31) Attachment VII of the Standard Agreement is hereby replaced with the following Attachment VII.

ATTACHMENT VII  
BACKGROUND SCREENING



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 Palm Beach County Board of County Commissioners

located at 810 Datura Street, Ste 300 West Palm Beach Florida 33401  
*Street Address City State ZIP code*

I, Dave Kerner, Mayor 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 \_\_\_\_\_

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.  
Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.nhp>

Approved as to form and legal sufficiency  
By: Helene C. Huizd  
Senior Assistant County Clerk

Attest: Sharon R. Bock  
Clerk and Comptroller  
By: \_\_\_\_\_  
Deputy Clerk

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(32) Attachment X of the Standard Agreement is hereby revised to read:

**ATTACHMENT X**

**ANNUAL BUDGET SUMMARY (2019 - 2020)  
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

ADI Client Services	\$1,073,984.00
ADI Case Management	\$80,837.00
<b>Total</b>	<b>\$1,154,821.00</b>

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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 18 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: \_\_\_\_\_  
Dave Kerner, Mayor

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

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

ATTEST: 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 DocuSigned by:  
Helene C. Hvizd  
BF3DF20B2223413...

Approved as to terms and conditions

\_\_\_\_\_  
Department Director DocuSigned by:  
Tanuja Malhotra  
1458E4101F1049C...

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**Attestation Statement**

Agreement/Contract Number IZ019-9500

Amendment Number 001

I, Dave Kerner, 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

Approve as to Form  
and legal sufficiency

DocuSigned by:

*Helene C. Huizd*

By: \_\_\_\_\_  
Senior Assistant County Attorney

Attest: Sharon R. Bock  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

AMENDMENT 001

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 IC019-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2019 through June 30, 2020 by \$72,427.00. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 6.1.3 of the Standard Agreement; (3) amends Paragraph 7.7 of the Standard Agreement; (4) amends Paragraph 8 of the Standard Agreement; (5) amends Paragraph 10.1.4 of the Standard Agreement; (6) adds Paragraph 10.3 to the Standard Agreement; (7) amends Paragraph 24.1 of the Standard Agreement; (8) amends Paragraph 24.2 of the Standard Agreement; (9) deletes Paragraphs 26.1-26.4 of the Standard Agreement; (10) amends Paragraph 32 of the Standard Agreement; (11) amends Paragraph 33 of the Standard Agreement; (12) amends Paragraph 35 of the Standard Agreement; (13) amends Paragraph 35.2 of the Standard Agreement; (14) amends Paragraph 39 of the Standard Agreement; (15) Amends Paragraph I.A.1 of Attachment I of the Standard Agreement; (16) amends Paragraph I.A.2 of Attachment I of the Standard Agreement; (17) amends Paragraph I.B.2 of Attachment I of the Standard Agreement; (18) amends Paragraph I.B.3 of Attachment I of the Standard Agreement; (19) amends Paragraph I.B.4 of Attachment I of the Standard Agreement; (20) amends Paragraph I.C.1 of Attachment I of the Standard Agreement; (21) amends Paragraph I.C.2 of Attachment I of the Standard Agreement; (22) amends Paragraph II.A.2.a of Attachment I of the Standard Agreement; (23) amends Paragraph II.B of Attachment I of the Standard Agreement; (24) amends Paragraph II.B.2 of Attachment I of the Standard Agreement; (25) amends Paragraph II.C.1 of Attachment I of the Standard Agreement; (26) amends Paragraph II.D.1.a of Attachment I of the Standard Agreement; (27) amends Paragraph II.E.5 of Attachment I of the Standard Agreement; (28) adds Paragraph II.F.6 to Attachment I of the Standard Agreement; (29) amends Paragraph II.I.2 of Attachment I of the Standard Agreement; (30) amends Paragraph III.A.1.a of Attachment I of the Standard Agreement; (31) adds Paragraph III.B.2.a to Attachment I of the Standard Agreement; (32) adds Paragraph III.B.2.b to Attachment I of the Standard Agreement; (33) revises and replaces Attachment II-EXHIBIT 2 of the Standard Agreement; (34) removes Attachment III, Certification F from the Standard Agreement; (35) adds Attachment IIIA to the Standard Agreement; (36) revises and replaces Attachment V of the Standard Agreement; (37) revises and replaces Attachment VI of the Standard Agreement; (38) revises and replaces Attachment VII of the Standard Agreement; and (39) revises and replaces 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, 2019 – June 30, 2020.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2019	General Revenue	65.010	\$1,700,484.00
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$1,700,484.00</b>

**(2) Paragraph 6.1.3 of the Standard Agreement is hereby amended to read:**

**6.1.3** Neither the Provider, nor any agent acting on behalf of the Provider, may use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Director of Organizational Integrity with the Agreement.

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

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7.7 The Agency may, at its option, terminate the Agreement if the Provider is found to have submitted a false certification as provided under Section 287.135(5) F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel, or has been engaged.

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

**8. Background Screening:**

The Provider shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department of Elder Affairs level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit the Background Screening Affidavit of Compliance (Screening Form) to the Agency within thirty (30) days of execution of this Agreement. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

**(5) Paragraph 10.1.4 of the Standard Agreement is hereby amended to read:**

10.1.4 Upon completion of the Agreement, the Provider will either transfer, at no cost to the Agency, all public records in possession of the Provider to the Agency, or will keep and maintain public records required by the Agency. If the Provider transfers all public records to the Agency upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**(6) Paragraph 10.3 is hereby added to the Standard Agreement**

10.3 Upon termination of this agreement, whether for convenience or for cause as detailed in section 53 of this contract, the Provider shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**(7) Paragraph 24.1 of the Standard Agreement is hereby amended to read:**

24.1 The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement.

**(8) Paragraph 24.2 of the Standard Agreement is hereby amended to read:**

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**(9) Paragraphs 26.1-26.4 of the Standard Agreement are hereby deleted.**

**(10) Paragraph 32 of the Standard Agreement is hereby amended to read:**

**32. Conflict of Interest:**

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in

the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award. The Provider or subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

**(11) Paragraph 33 of the Standard Agreement is hereby amended to read:**

**33. Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

**(12) Paragraph 35 of the Standard Agreement is hereby amended to read:**

**35. Patents, Copyrights, Royalties:**

If this Agreement is awarded state funding and if any discovery, invention or copyrightable material is developed, or produced in the course of or as a result of work or service performed under this Agreement, or in any way connected with this Agreement, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this Agreement, the Provider shall refer the discovery, invention or copyrightable material to the Agency to be referred to the Department of Elder Affairs. Any and all patent rights or copyrights accruing under this Agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k) F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this Agreement.

**(13) 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.

**(14) Paragraph 39 of the Standard Agreement is hereby amended to read:**

**39. Financial Consequences of Non-Performance:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement, then the Agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract or agreement suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

**(15) Paragraph I.A.1 of Attachment I of the Standard Agreement is hereby amended to read:**

**I. *SERVICES TO BE PROVIDED***

**A. *Definitions of Terms***



## 1. Contract Acronyms

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Access Priority Consumer List (APCL)

Adult Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT)

Code of Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for the Disabled Adult (CCDA)

Community Care for the Elderly (CCE)

Client Information and Registration Tracking System (CIRTS)

Department of Children and Families (DCF)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Instrumental Activities of Daily Living (IADLs)

Notice of Instruction (NOI)

Planning and Service Area (PSA)

Summary of Programs and Services (SOPS)

**(16) Paragraph I.A.2 of Attachment I of the Standard Agreement is hereby amended to read:**

## 2. Program Specific Terms

**Adult Protective Services Referral Tracking Tool (ARTT):** A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to DOEA's community-based services.

**Area Plan:** A plan developed by the Area Agency on Aging outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026) and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the Area Plan wherein the Area Agency on Aging enters program-specific data in the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**NOI:** DOEA's established method to communicate to the Agency, Provider, and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <http://elderaffairs.state.fl.us/doea/nois.php>.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

**Summary of Programs and Services (SOPS):** A document produced by DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

(17) Paragraph I.B.2 of Attachment I of the Standard Agreement is hereby amended to read:

**2. Community Care for the Elderly Mission Statement**

The CCE Program assists functionally impaired elderly persons in living dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization, and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (60) and older may be assured the least restrictive environment suitable to their needs.

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

**3. Authority**

The relevant authority governing the CCE Program include:

- a. Rule 58C-1, Florida Administrative Code;
- b. Sections 430.201 through 430.207, F.S.; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.010.

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

**4. Scope of Service**

The Provider is responsible for the programmatic, fiscal and operational management of CCE Program. 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.

(20) Paragraph I.C.1 of Attachment I of the Standard Agreement is hereby amended to read:

**1. General Description**

The CCE Program provides a continuum of services for functionally-impaired elders age sixty (60) or older.

**(21) Paragraph I.C.2 of Attachment I of the Standard Agreement is hereby amended to read:**

**2. Client Eligibility**

To receive services under this contract, an applicant must:

- a. Be at least sixty (60) years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment and at least an annual reassessment; or
- b. Be aging out as defined in Section I.A.2. of this Agreement.
- c. Clients cannot be dually enrolled in the CCE Program and a Medicaid-capitated long-term care program.

**(22) Paragraph II.A.2.a of Attachment I of the Standard Agreement is hereby amended to read:**

- a. DCF APS High Risk individuals: The Provider shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within seventy-two (72) hours after referral to the Provider or as established in accordance with local protocols developed between Agency, Provider and APS. The Provider shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.

**(23) Paragraph II.B of Attachment I of the Standard Agreement is hereby amended to read:**

**B. Use of Subcontractors**

Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Provider shall notify the Consumer Services Consultant and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services.. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

**(24) Paragraph II.B.2 of Attachment I of the Standard Agreement is hereby amended to read:**

**2. Monitoring the Performance of Subcontractors**

The Provider shall monitor, at least once per year, each of its subcontractors, subrecipients, vendors, and/or consultants paid from funds provided under this Agreement. The Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved.

**(25) Paragraph II.C.1 of Attachment I of the Standard Agreement is hereby amended to read:**

**1. Staffing Levels**

The Provider shall dedicate its own staff as necessary to meet the obligations of this Agreement and ensure that subcontractors dedicate adequate staff accordingly.

**(26) Paragraph II.D.1.a of Attachment I of the Standard Agreement is hereby amended to read:**

**a. Core Services for Programmatic Operation**

The Provider shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services, to be provided at the unit rate identified in the Provider's Service Provider Application, as updated, include the following:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| (1) <u>Adult Day Care</u> ;       | (8) Housing Improvement;          |
| (2) <u>Chore Services</u> ;       | (9) <u>Legal Assistance</u>       |
| (3) Companionship;                | (10) <u>Pest Control Services</u> |
| (4) Escort;                       | (11) <u>Respite Services</u>      |
| (5) Financial Risk Reduction;     | (12) Shopping Assistance; and     |
| (6) <u>Home Delivered Meals</u> ; | (13) Transportation.              |
| (7) <u>Homemaker</u> ;            |                                   |

**(27) Paragraph II.E.5 of Attachment I of the Standard Agreement is hereby amended to read:****5. Cost Analysis**

In accordance with Section 216.3475 F.S. and State of Florida Chief Financial Officer Memorandum No. 02 (released October 3, 2012), the Provider will submit a completed DOEA Cost Analysis for Non- Competitively Procured Contracts in Excess of Category II by June 30 th of each year. Instructions for completing the form are included in the template attached to this Agreement.

**(28) Paragraph II.F.6 is hereby added to Attachment I of the Standard Agreement:****6. CIRT Address Validation**

The Provider shall work with the Agency to ensure client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate CIRT addresses to ensure these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

**(29) Paragraph III.L.2 of Attachment I of the Standard Agreement is hereby amended to read:****2. Agency Determinations**

The Agency reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Agreement. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the Agreement are subject to mutual agreement.

**(30) Paragraph III.A.1.a of Attachment I of the Standard Agreement is hereby amended to read:**

a. The Provider may request up to two (2) months of advances at the start of the agreement period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Provider's requests for advance payments require the written approval of the Agency Fiscal Director. For the first month's advance request, the Provider shall provide to the Agency's Fiscal Director documentation justifying the need for an advance and

describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider's financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Agency's Fiscal Director, in his or her sole discretion, has determined that there is justified need for an advance, the Agency will issue approved advance payments after July 1st of the contract year.

**(31) Paragraph III.B.2.a is hereby added to Attachment I of the Standard Agreement**

- a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.

**(32) Paragraph III.B.2.b is hereby added to Attachment I of the Standard Agreement**

- b. No client may have their services terminated for inability to pay their assessed co-payment. The Provider in conjunction with the Agency, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

(33) 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, 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:**

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

**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
<b>TOTAL STATE AWARD</b>			

**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	\$1,700,484.00
<b>TOTAL AWARD</b>			\$1,700,484.00

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

**STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S. 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

(34) Attachment III Certification F is removed from the Standard Agreement.

(35) Attachment IIIA is hereby added to the Standard Agreement

**ATTACHMENT III A**

**CERTIFICATIONS AND ASSURANCES**

The Agency will not award this Contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

**A. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

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 and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

**B. RECORDS AND DOCUMENTATION**

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards. Additionally, I certify this organization does X 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 execution of this agreement, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable). By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

810 Datura Street, Suite 300

\_\_\_\_\_  
Dave Kerner, Mayor  
(Signature and Title of Authorized Representative)

\_\_\_\_\_  
(Street Address)

Palm Beach County  
Board of County Commissioners

West Palm Beach, FL 33407

(Contractor)

(Date)

(City, State, ZIP code)

Approved as to Form and legal sufficiency By: Helene C. Hoizl  
Senior Assistant County Attorney

Attest: Sharon R. Bock  
Clerk and Comptroller  
By: \_\_\_\_\_  
Deputy Clerk

(36) Attachment V of the Standard Agreement is hereby replaced with the following Attachment V.

**ATTACHMENT V  
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name <b>Palm Beach County Board of County Commissioners</b>	County <b>Palm Beach</b>	AAA/Contractor
Address <b>810 Datura Street, Suite 300</b>	Completed By <b>Faith Manfra</b>	
City, State, Zip Code <b>West Palm Beach, FL 33401</b>	Date	Telephone <b>(561) 355-4750</b>

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

1. Briefly describe the geographic area served by the program/facility and the type of service provided:  
**Social Services and nutritional services funded under Federal, State, and local funding in Palm Beach County, Florida.**

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:	1,443,810	75.4	19.4	21.5	5.3	51.7		
3. Staff currently employed	Effective date:	46	4.6	6.9	6.44	3.22	13.8	0	
4. Clients currently enrolled/registered	Effective date:	5,526	52.42	21.30	14.00	8.22	68.45	5.00	100
5. Advisory/Governing Board if applicable		7	97	3	0	0	21	0	

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

6. Is an Assurance of Compliance on file with DOEA? N/A YES NO  
**Yes on file with AAA**

7. Compare the staff composition to the population. Is staff representative of the population? N/A YES NO  
**Yes**

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? N/A YES NO  
**Yes**

9. 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/A YES NO  
**Consumers must be age 60 or older**

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? N/A YES NO

11. Is the program/facility accessible to non-English speaking clients? N/A YES NO



AMENDMENT 001

IC019-9500

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal  Written  Poster   
 N/A  YES  NO

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13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER  0

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14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO

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

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? YES NO

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16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO

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17. Has a person been designated to coordinate Section 504 compliance activities? YES NO

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18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? YES NO

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19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? YES NO

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

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

<b>DOEA USE ONLY</b>			
Reviewed by	In Compliance:	YES	NO*
Program Office	*Notice of Corrective Act		ion Sent ___/___/___
Date	Telephone	Response Due	/ /
On-Site	Desk Review	Response Received	/ /

**ATTACHMENT V**  
**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, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
  - a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and 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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
15. 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:
- Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
  - Modify policies and practices that do not meet Section 504 requirements;
  - Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
  - Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR
- § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or 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 Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

(37) Attachment VI of the Standard Agreement is hereby replaced with the following Attachment VI.

**ATTACHMENT VI  
CONTRACTOR'S STATE CONTRACT LIST**

**Contractor's State Contract List**

**REPORT PERIOD:**

From: \_\_\_\_\_  
To: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
FED: \_\_\_\_\_ Contact: \_\_\_\_\_

Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
6								\$ -
7								\$ -
8								\$ -
9								\$ -
10								\$ -
11								\$ -
12								\$ -
13								\$ -
14								\$ -
15								\$ -
16								\$ -
17								\$ -
18								\$ -
19								\$ -
20								\$ -
<b>Total</b>								\$ -

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

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

(38) Attachment VII of the Standard Agreement is hereby replaced with the following Attachment VII.

ATTACHMENT VII  
BACKGROUND SCREENING



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 Palm Beach County Board of County Commissioners

located at 810 Datura Street, Ste 300 <sup>Employer Name</sup> West Palm Beach, FL 33401  
<sub>Street Address City State ZIP code</sub>

I, Dave Kerner, Mayor do hereby affirm under penalty of perjury  
<sub>Name of Representative</sub>

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 \_\_\_\_\_

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.  
Form available at: <http://elderaffairs.state.fl.us/enr/ish/backgroundscreening.php>

Approved As To Form and legal sufficiency

By: Helene C. Huizh  
Senior Assistant County Attorney

Attest: Sharon R. Bock  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

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

**ATTACHMENT IX ANNUAL  
BUDGET SUMMARY (2019 – 2020)  
COMMUNITY CARE FOR THE ELDERLY PROGRAM**

<b>1. CCE Services</b>	<b>\$1,360,387.00</b>
<b>2. CCE Case Management</b>	<b>\$306,087.00</b>
<b>3. CCE Case Aide</b>	<b>\$34,010.00</b>
<b>4. Total</b>	<b>\$1,700,484.00</b>

AMENDMENT 001

IC019-9500

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 19 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: \_\_\_\_\_  
**Dave Kerner, Mayor**

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

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

ATTEST: **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

DocuSigned by:  
*Helene C. Hoig*  
BF3DF20B2223413...

Approved as to terms and conditions

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

DocuSigned by:  
*Taruna Malleotra*  
145BE4101F-1049C...

AMENDMENT 001

IC019-9500

**Attestation Statement**

Agreement/Contract Number IC019-9500

Amendment Number 001

I, Dave Kerner, 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

Approved as to Form  
and legal sufficiency

By: \_\_\_\_\_  
Senior Assistant County Attorney

DocuSigned by:  
*Helene C. Hoigd*  
8F2DF2083223413...

Attest: Sharon R. Bock  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk