

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

11/12/2020
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	21,838				
External Revenue	(16,980)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	4,858				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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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 1443/1481 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding sources are State of Florida 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	1481	Total
			FY2020
Funds	CCE	HCE	Funds
Grant	43,720	(26,740)	16,980
Match (10%)	4,858	0	4,858
NSIP	0	0	0
Program Income			0
Addnl. County Funds			0
Total	48,578	(26,740)	21,838

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB

11/10/2020

11/5

Contract Development & Control

11-10-20

TW

B. Legal Sufficiency:

Sean-Adel Williams

Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT 002

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 revise and replace ATTACHMENT XIII of the Standard Agreement.

AMENDMENT 002

IC019-9500

Attachment XIII of the Standard Agreement, Unit Rate Report, is replaced with the following Attachment XIII.

ATTACHMENT XIII

Area Agency on Aging
Contractor's Rate
DIVISION OF SENIOR SERVICES 2019-2020
Budget Year: 2020

PROGRAM	CODE	SERVICE	REIMBURSABLE UNIT
CCE	ADC	ADULT DAY CARE	\$10.07
	CTSI	CAREGIVER TRAIN/SUPPORT (INDV)	\$79.59
	CA	CASE AIDE	\$26.68
	CM	CASE MANAGEMENT	\$45.97
	CHO	CHORE	\$16.78
	ECHO	CHORE (ENHANCED)	\$20.06
	COMP	COMPANIONSHIP	\$16.30
	GECI	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	\$79.59
	MHSI	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	\$312.12
	EAR	EMERGENCY ALERT RESPONSE	\$0.95
	HDM	HOME DELIVERED MEALS	\$4.37
	HMK	HOMEMAKER	\$16.30
	LEG	LEGAL ASSISTANCE	\$108.24
	MMI	MEDICATION MANAGEMENT -INDIVIDUAL	\$108.24
	NUCOI	NUTRITION COUNSELING - INDIVIDUAL	\$81.18
	PECA	PERSONAL CARE	\$16.30
	PECI	PEST CONTROL INITIATION	\$137.96
	EPECI	PEST CONTROL (ENHANCED INITIATION)	\$238.77
	ROCI	PEST CONTROL (RODENT CONTROL)	\$140.72
	PECM	PEST CONTROL MAINTENANCE	\$54.12
	RESF	RESPIRE IN-FACILITY	\$10.07
	RESP	RESPIRE IN-HOME	\$16.30
	SCSM	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES	COST REIMBURSEMENT
	TERACV	TELEPHONE REASSURANCE *	\$37.00
	SACV	SHOPPING ASSISTANCE *	\$24.72

* Effective 3/23/2020

AMENDMENT 002

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.

AMENDMENT 002

IC019-9500

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

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

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

SIGNED
BY: _____, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved as to form and legal sufficiency

DocuSigned by:
Helene C. Hvizd
BF3DF2682223413...

Senior Assistant County Attorney

Approved as to terms and conditions DocuSigned by:
James R. Dean
BF34EF22BFDF492...

Department Director

Attestation Statement

Agreement/Contract Number IC019-9500

Amendment Number 002

I, _____, Mayor _____, attest that no changes or revisions have
(Provider Representative)
been made to the content of the above referenced agreement/contract or amendment between the Area Agency on
Aging of Palm Beach/Treasure Coast, Inc. and Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners 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. Hvizd
BF9DF20B2223413...

Attest: Sharon R Bock
Clerk and Comptroller
By: _____
Deputy Clerk

AMENDMENT 003

IC019-9500

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 \$43,720.35.

Additionally, this amendment (1) amends Paragraph 4, of the Standard Agreement; (2) revises and replaces ATTACHMENT II-Exhibit 2 of the Standard Agreement; and (3) revises and replaces ATTACHMENT IX of the Standard Agreement.

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	\$1,744,204.35
TOTAL AGREEMENT AMOUNT:				\$1,744,204.35

(2) Attachment II-EXHIBIT 2 of the Standard Agreement is hereby revised and replaced with the following Attachment II-EXHIBIT 2:

ATTACHMENT II
EXHIBIT 2 FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, 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 PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

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

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

FEDERAL FUNDS:
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65.010	\$1,744,204.35
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 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.

AMENDMENT 003

IC019-9500

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

ATTACHMENT IX

COMMUNITY CARE FOR THE ELDERLY PROGRAM
BUDGET SUMMARY
(For the Period July 1, 2019-June 30, 2020)

1.	CCE Client Services	\$1,404,107.35
2.	CCE Case Management	\$306,087.00
3.	CCE Case Aide	\$34,010.00
4.	Total	\$1,744,204.35

AMENDMENT 003

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.

AMENDMENT 003

IC019-9500

IN WITNESS WHEREOF, the parties hereto have caused this 7 page Amendment to be executed by their officials there unto duly authorized.

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

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

SIGNED
BY: _____, Mayor
DATE: _____

SIGNED BY: _____

ATTEST: SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved as to form and legal sufficiency

DocuSigned by:
Helene C. Hrizd
BF3DF20B2223413...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James R. H...
BF34EF22BFDF492...

Department Director

Attestation Statement

Agreement/Contract Number IC019-9500

Amendment Number 003

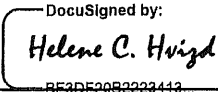
I, _____, Mayor _____, attest that no changes or revisions have
(Provider Representative)
been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging and Palm Beach County, a political subdivision of the State of Florida, by and through its Board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

Signature of Provider Representative

Date

Approved as to form and legal sufficiency

Attest: Sharon R. Bock
Clerk and Comptroller

By:  _____
Senior Assistant County Attorney

By: _____
Deputy Clerk

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Agency", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Provider" and collectively referred to as the "Parties", amends Agreement IH019-9500.

This amendment (1) amends Paragraph 6.1.3 of the Standard Agreement; (2) amends Paragraph 7.7 of the Standard Agreement; (3) amends Paragraph 8 of the Standard Agreement; (4) amends Paragraph 10.1.4 of the Standard Agreement; (5) amends Paragraph 24.1 of the Standard Agreement; (6) amends Paragraph 24.2 of the Standard Agreement; (7) amends Paragraph 32 of the Standard Agreement; (8) amends Paragraph 33 of the Standard Agreement; (9) amends Paragraph 35 of the Standard Agreement; (10) amends Paragraph 35.2 of the Standard Agreement; (11) amends Paragraph 39 of the Standard Agreement; (12) amends Paragraph I.C.2 of Attachment I of the Standard Agreement; (13) amends Paragraph I.C.3 of the Standard Agreement; (14) amends Paragraph II.B of Attachment I of the Standard Agreement; (15) amends Paragraph II.C.1 of Attachment I of the Standard Agreement; (16) amends Paragraph II.D.1.a of Attachment I of the Standard Agreement; (17) deletes Paragraph II.D.1.b of Attachment I of the Standard Agreement; (18) deletes Paragraph II.E.5 of Attachment I of the Standard Agreement; (19) adds Paragraph II.F.6 to Attachment I of the Standard Agreement; (20) amends Paragraph II.I.2 of Attachment I of the Standard Agreement; (21) removes Attachment III, Certification F from the Standard Agreement; (22) adds Attachment IIIA to the Standard Agreement; (23) revises and replaces Attachment V of the Standard Agreement; (24) revises and replaces Attachment VI of the Standard Agreement; (25) revises and replaces Attachment VII of the Standard Agreement; and revises and replaces Attachment XI of the Standard Agreement.

(1) 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.

(2) 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 boycott of Israel. or has been engaged.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

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

2. Client Eligibility

Clients eligible to receive services under this contract must meet the following requirements in accordance with Rule 58H-1.005, F.A.C.:

- a. Be sixty (60) years of age or older;
- b. Be a current resident of the State of Florida with the intent to remain in the state; and
- c. Meet the criteria for functional and financial eligibility set forth below:
 - i. Be at risk of nursing home placement based on DOEA 701B assessment; and
 - ii. Have self-declared income and assets which do not exceed the ICP limits established by Medicaid and DCF, or
 - iii. Receive Supplemental Security Income (SSI), or
 - iv. Receive benefits as a Qualified Medicare Beneficiary (QMB) or as a Special Low-Income Medicare Beneficiary (SLMB); and
 - v. Have an approved caregiver who meets the caregiver requirements pursuant to Rule 58H-1.006, F.A.C., and the dwelling requirements pursuant to Rule 58H-1.007, F.A.C.

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

3. Caregiver Eligibility

Caregivers eligible to receive services under this Agreement must:

- a. Be at least eighteen (18) years of age;
- b. Be capable of providing a family-type living environment for the home care client/recipient;
- c. Be a relative or friend who has been accepted by the client as surrogate family, or a responsible adult with whom the client has made an arrangement to provide home care services;
- d. Be willing to accept responsibility for the social, physical, and emotional needs of the home care client/recipient;
- e. Be physically present and live in the home to provide supervision and to assist in arrangement of services for the client;
- f. Maintain the residential dwelling free of conditions that pose an immediate threat to the life, safety, health and well-being of the home care client in accordance with Rule 58H-1.007, F.A.C; and
- g. Be without record of conviction of abuse, neglect, or exploitation of another person.

(14) 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.

(15) 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.

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

a. Basic Subsidy

The Provider shall ensure that the Basic Subsidy is a cash payment of at least \$160.00 made to an approved caregiver each month to reimburse expenses incurred in caring for the client, as detailed herein and in the current DOE Handbbook. The Provider shall further ensure that existing clients receiving a subsidy greater than \$160.00 as of October 24, 2018, continue to receive the higher subsidy as specified in the Department’s Amended Notice of Instruction: Home Care for the Elderly (HCE), Notice # 022219-1-I- SWCBS, issued February 22, 2019, and incorporated herein by reference. The Basic Subsidy is provided for support and maintenance of the care client/recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare, or any other insurance. A Basic Subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month.

(17) Paragraph II.D.I.b of Attachment I of the Standard Agreement is hereby deleted.

(18) Paragraph II.E.5 of Attachment I of the Standard Agreement is hereby deleted.

(19) 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.

(20) Paragraph II.I.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.

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

(22) 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.

<u>Mayor</u>	<u>810 Datura Street, Suite 300</u>
(Signature and Title of Authorized Representative)	(Street Address)
<u>Palm Beach County Board of County Commissioners</u>	<u>West Palm Beach, FL 33401</u>
(Contractor)	(City, State, ZIP code)

Approved As To Form And Legal Sufficiency By: <u>Helene C. Hvizd</u> Senior Assistant County Attorney	Attest: Sharon R. Bock Clerk and Comptroller By: <u>Deputy Clerk</u>
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(23) Attachment V of the Standard Agreement is hereby replaced with the following Attachment V.

ATTACHMENT V

FLORIDA DEPARMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

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

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

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO

☐☐☐

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

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?

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?

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

☐☐☐

AMENDMENT 001

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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
☐ ☐ ☐

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

N/A NUMBER
☐

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

N/A YES NO
☐ ☐ ☐

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

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

YES NO
☐ ☐

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

YES NO
☐ ☐

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

YES NO
☐ ☐

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

YES NO
☐ ☐

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

YES NO
☐ ☐

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

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

YES	NO
-----	----

DOEA USE ONLY			
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 DOE A 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.

ATTACHMENT V

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,

AMENDMENT 001

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.

AMENDMENT 001

IH019-9500

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

ATTACHMENT VI
PROVIDER'S STATE CONTRACT LIST

REPORT PERIOD:
From: 7/1/2019
To: 6/30/2020

PROVIDER 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									\$
TOTAL									

SIGNATURE: _____ DATE: _____
TITLE: _____

(25) 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
Employer Name
located at 810 Datura Street, Ste 300 West Palm Beach FL 33401
Street Address City State ZIP code
I, 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.php>

Approve As To Form
And Legal Sufficiency
By: Helene C. Huizd
Senior Assistant County Attorney

DocuSigned by:
Helene C. Huizd
BF3DF20B2223413...

Attest: Sharon R. Bock
Clerk and Comptroller
BY: _____
Deputy Clerk

AMENDMENT 001

IH019-9500

(26) Attachment XI of the Standard Agreement is hereby replaced with the following Attachment XI.

ATTACHMENT XI
EXPENDITURE REPORT AND TRANSMITTAL

Prepared by: _____ Date: _____

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
HCE	XXX			-		-	-	-
HCE	XXX		XX.XX				XXXX.XX	
HCE	TOTAL			-	-	-	-	-

I certify to the best of my knowledge and belief that the report is correct and data accuracy for billing submitted supports the request for the purposes set forth in the contract. \$ _____ is being requested in this submission.
Prepared by: _____ Date: _____ Approved by: _____

AMENDMENT 001

IH019-9500

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.

AMENDMENT 001

IH019-9500

IN WITNESS WHEREOF, the Parties hereto have caused this 16 page amendment to be executed by their officials there unto duly authorized.

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

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

SIGNED
BY: _____
_____, Mayor

SIGNED
BY: _____

DATE: _____

ATTEST: SHARON R. BOCK, Clerk and
Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved as to form and legal sufficiency

DocuSigned by:
Helene C. Huizd

BF20DF20B2223413
Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James R. ...

BF34EF22BFDF492...
Department Director

AMENDMENT 001

IH019-9500

Attestation Statement

Agreement/Contract Number IH019-9500

Amendment Number 001

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

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

Signature of Provider Representative

Date

Approved As To Form
And Legal Sufficiency
BY: Helene C. Hvizd
Senior Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
BE30DF20B2223413...

Attest: Sharon R Bock
Clerk and Comptroller
By: Deputy Clerk

AMENDMENT 002

IH019-9500

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 IH019-9500.

The purpose of this amendment is to revise and replace Attachment XIII of the Standard Agreement.

AMENDMENT 002

IH019-9500

Attachment XIII of the Standard Agreement, Service Rate Report, is hereby revised and replaced with the following Attachment XIII.

ATTACHMENT XIII

Area Agency on Aging
Contractor's Rate
DIVISION OF SENIOR SERVICES 2019-2020
Budget Year: 2020

PROGRAM	CODE	SERVICE	REIMBURSABLE UNIT
HCE	BASI	BASIC SUBSIDY	COST REIMBURSEMENT
	CTSI	CAREGIVER TRAIN/SUPPORT (INDIVIDUAL)	\$79.59
	CAV	CASE AIDE VENDOR	\$26.68
	CMV	CASE MANAGEMENT - VENDOR PAYMENT	\$45.97
	CHOV	CHORE - VENDOR PAYMENT	\$16.78
	ECHV	CHORE (ENHANCED) - VENDOR PAYMENT	\$20.06
	MHSV	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING)- VENDOR	\$312.12
	GECV	COUNSELING (GERONTOLOGICAL) - VENDOR PAYMENT	\$79.59
	HDMV	HOME DELIVERED MEALS - VENDOR PAYMENT	\$4.37
	HMKV	HOMEMAKER - VENDOR PAYMENTS	\$16.30
	OTBKRV	OTHER-BACKGROUND SCREEN-RETENTION-VENDOR	\$6.49
	OTHBKV	OTHER-BACKGROUND SCREEN-VENDOR	\$88.74
	PECV	PERSONAL CARE-VENDOR PAYMENT	\$16.30
	RESV	RESPIRE-VENDOR PAYMENT	\$16.30
	RESFV	RESPIRE IN-FACILITY - VENDOR PAYMENT	\$10.07
	SCSV	SPECIALIZED MEDICAL EQUIPMENT, SERVICES AND SUPPLIES-VENDOR	COST REIMBURSEMENT
	SCSM	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES	COST REIMBURSEMENT
	TERACV	TELEPHONE REASSURANCE *	\$37.00
	SACV	SHOPPING ASSISTANCE *	\$24.72

* Effective 3/23/2020

AMENDMENT 002

IH019-9500

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

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

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

SIGNED
BY: _____
_____, Mayor

SIGNED
BY: _____

DATE: _____

ATTEST: SHARON R. BOCK, Clerk and
Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved as to form and legal sufficiency

DocuSigned by:
Helene C. Hvizd
BF3DF20D2229413...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James H. Hvizd
BE34EE22BEDF492...

Department Director

Attestation Statement

Agreement/Contract Number IH019-9500

Amendment Number 002

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

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

Signature of Provider Representative

Date

Approve As To Form
And Legal Sufficiency
By: _____
Senior Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
BE3DE20R2223413...

Attest: Sharon R Bock
Clerk and Comptroller
By: _____
Deputy Clerk

AMENDMENT 003

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 IH019-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2019 through June 30, 2020 by \$18,769.81. Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) revises and replaces Attachment II-Exhibit 2 of the Standard Agreement; and (3) 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 awards for services according to the statement of work, Attachment I of this Agreement in an amount not to exceed \$207,056.81 the Total Agreement Amount per funding year outlined below, subject to the availability of funds. The Agency will provide a spending authority of \$115,208.81 as outlined in Attachment IX for client services. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement. The Provider agrees to utilize the approved rate sheet, Attachment XIII for contracted services the Agency agrees to pay for.

These funds are allocated for the period July 1, 2019 – June 30, 2020.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Home Care for the Elderly (HCE)	2019	General Revenue	65.001	\$115,208.81
TOTAL AGREEMENT AMOUNT:				\$115,208.81

(2) Attachment II-EXHIBIT 2 of the Standard Agreement is hereby revised and replaced with the following Attachment II-EXHIBIT 2:

EXHIBIT 2
FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, 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 PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

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

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

FEDERAL FUNDS:

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:
MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Home Care for the Elderly Care	General Revenue	65.001	\$207,056.81
TOTAL AWARD			\$207,056.81

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

(3) Attachment IX of the Standard Agreement, Annual Budget Summary, is hereby revised and replaced with the following Attachment IX.

ATTACHMENT IX

ANNUAL BUDGET SUMMARY (2019 – 2020)

1.	HCE Subsidy	\$101,145.81
2.	HCE Case Management	\$14,063.00
3.	Sub-Total	\$115,208.81
4.	HCE Basic Subsidy	\$91,848.00
5.	HCE Special Subsidy	\$0.00
6.	Total	\$207,056.81

AMENDMENT 003

IH019-9500

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

Provider:

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

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

SIGNED

BY: _____, Mayor

SIGNED

BY: _____

DATE: _____

ATTEST: SHARON R. BOCK, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

DocuSigned by:

Helene C. Hvig

BF3DF20B2223413...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:

James H...

BF34EF22BFDF492...

Department Director

Attestation Statement

Agreement/Contract Number IH019-9500

Amendment Number 003

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

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

Signature of Provider Representative

Date

Approved as to form and legal sufficiency

Attest: Sharon R. Bock
Clerk and Comptroller

By: _____
Senior Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
BE3DE20B2223413

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

BGEX - 144 - 092320*2037
BGRV - 144 - 092320*599

FUND (1006) - DOSS - Administration

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 9/23/2020	REMAINING BALANCE
REVENUE								
<u>DOSS-CCE</u>								
144 1443	3469 State Grant Other Human Services	1,628,057	3,498,369	43,720		3,542,089		
<u>Home Care For The Elderly</u>								
144 1481	3469 State Grant Other Human Services	141,948	270,171		26,740	243,431		
Total Revenue		9,923,490	14,570,973	43,720	26,740	14,587,953		
EXPENDITURE								
<u>DOSS-CCE</u>								
144 1443	3401 Other Contractual Services	1,792,713	3,222,990	43,720		3,266,710	2,176,074	1,090,636
<u>Home Care For The Elderly</u>								
144 1481	3401 Other Contractual Services	127,779	322,290	0	26,740	295,550	112,541	183,009
Total Expenditures		9,923,490	14,570,973	43,720	26,740	14,587,953		14,587,953

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Julie Dowe

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting on November 17, 2020

DocuSigned by:

Julie Dowe

05AC9C7CC5BC4A4...

10/27/2020

Deputy Clerk to the

Board of County Commissioners