

This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IA022-9500.

This amendment (1) amends Paragraph 8.1 of the Standard Agreement; (2) amends paragraph 19 of the Standard Agreement; (3) amends Paragraph 24.3 of the Standard Agreement; (4) amends Paragraph 30 of the Standard Agreement; (5) amends Paragraph I.B.2.b of Attachment I of the Standard Agreement; (6) deletes Paragraph I.B.2.c of Attachment I of the Standard Agreement; (7) amends Paragraph I.C.2.f of the Standard Agreement; (8) adds Paragraph I.C.2.h.iv to Attachment I of the Standard Agreement; (9) amends Paragraph II.A.4.a.ii of Attachment I of the Standard Agreement; (10) adds xxxiii to Paragraph II.D.1.a; (11) add xxxi and xxxii to Paragraph II.D.1.d of Attachment I of the Standard Agreement; (12) add xiv, xv, and xvi to Paragraph II.E.1.e of Attachment I of the Standard Agreement; (13) adds (k), (l) and (m) to Paragraph II.D.1.e.(2) of Attachment I of the Standard Agreement; (14) deleted Paragraph II.D.4 of Attachment I of the Standard Agreement; (15) amends Paragraph III.C.4 of Attachment I of the Standard Agreement; (16) revises and replaces Attachment XIV, 2022 OAA Approved Rates; (17) replaces all references to CIRTTS with eCIRTTS; and (18) replaces all references to Client Information and Registration Tracking System with Enterprise Client Information and Registration Tracking System.

(1) Paragraph 8.1 is hereby amended to read:

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening/>

(2) Paragraph 19 is hereby amended to read:

19. Health Insurance Portability and Accountability Act:

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

If the Provider will receive client's protected health information as a result of this Agreement, then the Agency recognizes that the Agency and the Provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

(3) Paragraph 24.3 is hereby amended to read:

24.3 This Agreement shall remain binding upon the successors in interest of the Provider and the Agency.

(4) Paragraph 30 is hereby amended to read:

30. Social Media and Personal Cell Phone Use:

Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Agreement, Provider agrees to the following social media and personal cell phone use requirements.

30.1 Social Media Defined. The term Social Media and /or personal cellular communication includes, but

AMENDMENT 001

IA022-9500

is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.2 Application to any direct or incidental DOEA or other state business. This Agreement applies to any DOEA or other state business conducted on any of the Provider's or their employees' social media accounts or through personal cellular communication.

30.3 Application to DOEA and Provider's Equipment. This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider or their employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.4 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the Agreement.

30.5 Prohibited or Restricted Postings. Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the Provider's records.

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

b. Older Americans Act of 1965, as amended 2020;

(6) Paragraph I.B.2.c of Attachment I of the Standard Agreement is hereby deleted.

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

f. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;
- ii. Individuals age sixty (60) or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public;
- iii. Individuals age sixty (60) or older who are at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;
- iv. Individuals age sixty (60) or older who are at nutritional risk who are socially or otherwise isolated including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site;

AMENDMENT 001

IA022-9500

- v. Individuals age sixty (60) or older who are unable to prepare meals due to lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill;
- vi. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; and
- vii. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care.

(8) Paragraph I.C.2.h.iv is hereby added to Attachment I of the Standard Agreement:

- iv. For Home Delivered Meals for IIIIE and IIIIEG, caregivers and individuals who reside in the home and are dependent on the caregiver for care.

(9) Paragraph II.A.4.a.ii of Attachment I of the Standard Agreement is hereby amended to read:

- ii. For nutrition services, must partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of the AAA and the Department.

(10) xxxiii is hereby added to Paragraph II.D.1.a. of Attachment I of the Standard Agreement:

- xxxiii. Caregiver Support Groups.

(11) xxxi and xxxii are hereby added to Paragraph II.D.1.d of Attachment I of the Standard Agreement:

- xxxi. Shopping Assistance; and
- xxxii. Telephone Reassurance

(12) xiv, xv, and xvi are hereby added to Paragraph II.D.1.e of Attachment I of the Standard Agreement:

- xiv. Caregiver Support Groups;
- xv. Home Delivered Meals; and
- xvi. Telephone Reassurance.

(13) (k), (l), and (m) are hereby added to Paragraph II.D.1.e.(2) of Attachment I of the Standard Agreement:

- (k) Caregiver support Groups;
- (l) Shopping Assistance; and
- (m) Telephone Reassurance.

(14) Paragraph II.E.4 of Attachment of the Standard Agreement is hereby deleted.

(15) Paragraph III.C.4 of Attachment I of the Standard Agreement is hereby amended to read:

AMENDMENT 001

IA022-9500

4. Interest earned on advances must be identified separately by source of funds (state or federal). The Provider shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR Section 75.305. All interest earned on Agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the Agreement period.

AMENDMENT 001

IA022-9500

(16) Attachment XIV of the Standard Agreement, 2022 OAA Approved Rates, is hereby replaced with the following Attachment XIV:

ATTACHMENT XIV
2022 OAA APPROVED RATES

DIVISION OF SENIOR SERVICES OAA 2022 APPROVED RATES			
Program	Service	Service Code	Reimbursement Rate
OA3B	Adult Day Care - Days	ADCO	\$84.64
OA3B	Chore	CHO	\$18.16
OA3B	Chore (Enhanced)	ECHO	*
OA3B	Companionship	COMP	\$17.63
OA3B	Emergency Alert Response	EAR	\$0.97
OA3B	Homemaker	HMK	\$17.63
OA3B	Material Aid	MATE	*
OA3B	Outreach	OTR	\$6.61
OA3B	Personal Care	PECA	\$17.63
OA3B	Respite In-Home	RESP	\$17.63
OA3B	Respite In-Facility	RESF	\$10.58
OA3B	Screening & Assessment	SCAS	\$48.59
OA3B	Specialized Medical Equipment, Services & Supplies	SCSM	*
OA3B	Transportation	TRS	\$21.21
OA3B	Transportation	TRSM	\$21.21
O3C1	Congregate Meals	CNML	\$4.81
O3C1	Congregate Meals (Screening)	NTSC	\$27.66
O3C1	Congregate Meals Managed Care	CNMLM	\$4.81
O3C1	Emergency Home Delivered Meals	EHDM	\$4.81
O3C1	Nutrition Counseling - Individual	NUCOI	\$78.04
O3C1	Nutrition Education	NTED	\$0.26
O3C1	Outreach	OTR	\$6.61
O3C2	Home Delivered Meals	HDM	\$4.73
O3C2	Home Delivered Meals - Frozen	HDM	\$4.73
O3C2	Emergency Home Delivered Meals	EHDM	\$4.81
O3C2	Nutrition Counseling - Individual	NUCOI	\$78.04
O3C2	Nutrition Education	NTED	\$0.26
O3C2	Outreach	OTR	\$6.61
O3C2	Screening & Assessment	SCAS	\$48.59
OA3E	Adult Day Care - Days	ADCO	\$84.64
OA3E	Home Delivered Meals	HDM	\$4.73
OA3E	Outreach	OTR	\$6.61
OA3E	Respite In-Facility	RESF	\$10.58
OA3E	Respite In-Home	RESP	\$17.63
OA3E	Screening & Assessment	SCAS	\$48.59
OA3E	Transportation	TRS	\$21.21
OA3ES	Chore	CHO	\$18.16
OA3ES	Chore (Enhanced)	ECHO	*
OA3ES	Material Aid	MATE	*
OA3ES	Specialized Medical Equipment, Services & Supplies	SCSM	*

*Reimbursement will be based on actual costs.

Updated: 03/28/2022

AMENDMENT 001

IA022-9500

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 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: _____
Robert S. Weinroth, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved as to form and legal sufficiency

Helene C. Hvizd

BF3DF20B2223413 ...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James Green

BF34EF22BFDF492...

Department Director

Attestation Statement

Agreement/Contract Number IA022-9500

Amendment Number 001

I, Robert S. Weinroth, 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

By: _____
Senior Assistant County Attorney

DocuSigned by:
Helene C. Hvizd
Attorney 13...

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
By: _____
Deputy Clerk