

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 14, 2023 [X] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment 001 for the Emergency Home Energy Assistance for the Elderly Program American Rescue Plan (EHEAP ARP) Intake Center Referral Agreement No. IPP021-9500 (R2022-0584) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period April 1, 2022 and extend through March 31, 2023, to amend, revise, and replace portions of the agreement and to increase the overall total funding by \$29,079 in an amount not-to-exceed \$37,746, to prevent, prepare, and respond to the COVID-19 pandemic by providing supportive services to vulnerable seniors;

B) Amendment 002 for the Emergency Home Energy Assistance Program (EHEAP) Intake Center Referral Agreement No. IP021-9500 (R2021-0785) with AAA, to amend, revise, and replace portions of the agreement and to increase the overall total funding by \$5,666.40 in an amount not-to-exceed \$55,547.20, and extend the funding end date through March 31, 2023, to promote the development of a coordinated service delivery system to meet the energy needs of seniors;

C) Amendment 001 to Standard Agreement No. IR022-9500 (R2022-0802) for Respite for Elders Living in Everyday Families (RELIEF) with AAA, for the period July 1, 2022 through June 30, 2023, to amend, revise and replace portions of the standard agreement, to provide stipend volunteers in-home respite for caregivers, with no change to the total grant amount of \$45,656.25; and

D) Amendment 002 to Standard Agreement No. IC022-9500 (R2022-0799) for the Community Care for the Elderly (CCE) with AAA, for the period July 1, 2022 through June 30, 2023, to amend, revise, and replace portions of the standard agreement, to assist seniors and caregivers by providing in-home services to help seniors live independently, with no change to the total agreement amount of \$3,078,970.

Summary: EHEAP ARP and EHEAP Intake Center Referral programs prevent, prepare and respond to the pandemic and provide supportive services for seniors/family caregivers. EHEAP ARP and EHEAP agreements (Catalog of Federal Domestic Assistance (CFDA) #93.568) provide seniors financial assistance with their electric bills. Seniors can access the program by going to the intake center near their place of residency. RELIEF (Catalog of State Financial Assistance (CSFA #65.006) provides outreach, assessment and training of stipend volunteers to homebound seniors for in-home respite to families/caregivers. Stipends are paid directly to the volunteers through AAA. CCE (CSFA #65.010) assists seniors and caregivers with in-home services that help seniors live independently. The number of seniors served is based on the amount of the grant and the need of the clients. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service include all of the districts, excluding Districts 2, 4, 5 and 7 south of Hypoluxo Road. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Road. Sufficient funding is included in the current budget to meet County obligations. No additional County match is required. (DSVS) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Road. (HH)

Background and Justification: EHEAP ARP and EHEAP Intake Center Referral agreements provide services in accordance with the terms and conditions specified in this agreement. EHEAP promotes a coordinated service delivery system to meet the energy needs of seniors and enables eligible participants to access EHEAP at an intake center nearest to their place of residence. EHEAP funds are used to provide emergency home energy assistance to seniors in crisis. RELIEF provides in-home respite, including evening and weekends, to increase the ability of a family to continue to care for a homebound senior beyond the basic provisions of current programs. Stipend volunteers provide respite care. CCE assists seniors/caregivers by providing in-home services to help seniors live independently and assists seniors/caregivers with a family-type living arrangement as an alternative to institutional care. Grant adjustments are made during the contract year to align resources with need.

Attachments:

- 1. Amendment 001 EHEAP ARP Intake Center Referral Agreement No. IPP021-9500
2. Amendment 002 EHEAP Intake Center Referral Agreement No. IP021-9500
3. RELIEF Amendment 001 to Standard Agreement IR022-9500
4. CCE Amendment 002 to Standard Agreement IC022-9500

Recommended By: James E. Heen 2/22/2023
Department Director Date
Approved By: Assistant County Administrator 3/9/2023
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	34,745				
External Revenue	(34,745)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

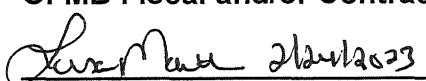
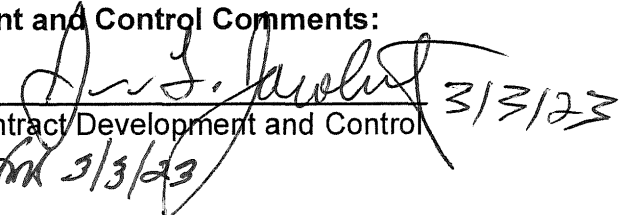
Budget Account No.:
 Fund 1006 Dept. 144 Unit 1483 Object Var. Program Code Var. Program Period Var.

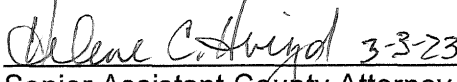
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding source is Federal. Budget amendment 001 for the EHEAP ARP agreement and Amendment 002 for the EHEAP agreement are included on OFMB's mid-year adjustment agenda item that is going before the BCC on 03/14/2023.

Total Funding	1483
Funds	EA & EH
Grant	34,745
Match (10%)	0
NSIP	0
Program Income	0
Addnl. County Funds	0
Total	34,745

C. Departmental Fiscal Review: DocuSigned by:
Julie Dowe
06AC8C7CC5BC4A4
 Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

 OFMB 2-24-23 for 3/3/23

 Contract Development and Control 3/3/23

B. Legal Sufficiency:

 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

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

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
 AMERICAN RESCUE PLAN (ARP)
INTAKE CENTER REFERRAL AGREEMENT

This AMENDMENT, entered into by the This Referral Agreement between the **Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency)** and **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (Intake Center)** and, collectively amends Agreement IPP021-9500.

The purpose of this amendment is to (1) extend paragraphs 2.1 and 4.5 through March 31, 2023. This Agreement provides for retroactive payments, and (2) this amendment is to increase the overall total funding to the Intake Center for the period April 1, 2022 through March 31, 2023 by \$29,079.00.

Schedule for funding to the Intake Center.

Service	Total Contract Amount
Admin	\$0.00
EHEAP Intake	<u>\$37,746.00</u>
Total	<u>\$37,746.00</u>

EHEAP Intake Referral Agreement No. IPP021-9500

Amendment #001

CFDA #93.568

In witness whereof, the parties have caused this 2 page agreement to be executed by their undersigned officials as 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: _____
Gregg K. Weiss, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Tax ID: 59-000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Helene C. Hvizd

Senior Assistant County Attorney

Approved as to terms and conditions

James E. Green

Department Director

EHEAP Intake Referral Agreement No. IPP021-9500

Amendment #001

CFDA #93.568

Attestation Statement

Agreement/Contract Number IPP021-9500

Amendment Number 001

I, Gregg K. Weiss, 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
Gregg K. Weiss, Mayor

Date

Approved As To Form _____ DocuSigned by:
And Legal Sufficiency _____
By: Helene C. Hvizd
Senior Assistant County Attorney BF3DF20B2223413...

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

**EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
INTAKE CENTER REFERRAL AGREEMENT**

This AMENDMENT, entered into by the This Referral Agreement between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (Intake Center) and, collectively amends Agreement IP021-9500.

The purpose of this amendment is to (1) extend paragraph 4.5 through March 31, 2023. This Agreement provides for retroactive payments, and therefore funds may be used to reimburse the Intake Center for any goods or services provided on or after April 1, 2021; and (2) this amendment is to increase the overall total funding to the Intake Center for the period April 1, 2021 through March 31, 2023 by \$5,666.40.

Schedule for funding to the Intake Center.

Contract Summary						
Service	04/01/2021- 04/30/2022	5/1/2022	Sub Total 04/01/2021- 05/1/2022	Increase Total 05/1/2022- 03/31/2023	Total Contract Amount 04/01/2021- 03/31/2023	05/1/2022- 03/31/2023
Admin	\$2,400.00	\$0.00	\$2,400.00	\$4,800.00	\$7,200.00	\$4,800.00
EHEAP Supplemental Crisis Intake	\$0.00	\$4,360.80	\$4,360.80	\$0.00	\$4,360.80	\$0.00
EHEAP Intake	\$43,120.00	\$0.00	\$43,120.00	\$866.40	\$43,986.40	\$25,853.20
Total	\$45,520.00	\$4,360.80	\$49,880.80	\$5,666.40	\$55,547.20	\$30,653.20

EHEAP Intake Referral Agreement No. IP021-9500

Amendment #002

CFDA #93.568

In witness whereof, the parties have caused this 2 page agreement to be executed by their undersigned officials as 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: _____
Gregg K. Weiss, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Tax ID: 59-000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Helene C. Hvizd

BE3DF20B223443

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:

James E. Green

BF34EF22BDF492...

Department Director

EHEAP Intake Referral Agreement No. IP021-9500

Amendment #002

CFDA #93.568

Attestation Statement

Agreement/Contract Number IP021-9500

Amendment Number 002

I Gregg K. Weiss, 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
Gregg K. Weiss, Mayor

Date

Approved As To Form _____ DocuSigned by:
And Legal Sufficiency *Helene C. Hvizd*
By: _____ BF3DF20B2223413...
Senior Assistant County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
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 IR022-9500.

This amendment (1) amends Paragraph 8.1 of the Standard Agreement; (2) deletes Paragraph 21 of the Standard Agreement; (3) amends Paragraph I.A of Attachment I of the Standard Agreement; (4) amends Paragraph I.B.1 of Attachment I of the Standard Agreement; (5) adds Paragraph II.A.18.e to Attachment I of the Standard Agreement; (6) amends Paragraph II.C.3 of Attachment I of the Standard Agreement; (7) amends Paragraph II.E.1 of Attachment I of the Standard Agreement; (8) removes Paragraph III.B.a of Attachment I of the Standard Agreement; (9) amends Paragraph III.C.a.ii of Attachment I of the Standard Agreement; (10) amends Paragraph III.C.a.iv of Attachment I of the Standard Agreement; (11) amends Paragraph IV.C of Attachment I of the Standard Agreement; (12) revises and replaces Attachment VI, Background Screening, of the Standard Agreement; (13) revises and replaces Attachment XIII, RELIEF Volunteer File Checklist, of the Standard Agreement; and (14) adds an Emergency Certification for Retroactive Payment.

STANDARD AGREEMENT:

(1) Paragraph 8.1 of the Standard Agreement 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 21 of the Standard Agreement is hereby deleted.

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

A. Definitions of Agreement Specific Terms

Evening/Weekend Respite: Respite services that begin or end after three o'clock (3:00) P.M.; respite services that end at a time when the majority of adult day care centers in the community have closed; or respite services that are provided at any time on a Saturday or Sunday.

Family Unit, Respite, Stipend, and Volunteer Service System are defined as stated in Section 430.071, Florida Statutes (F.S.).

Local Provider: A local agency that contracts with the Area Agency on Aging (AAA) to deliver RELIEF services to the community.

Unit Cost: The contracted rate of reimbursement to the Provider for volunteer service hours provided by volunteers, including direct services, travel and training.

Unit of Service: One (1) hour of service provided by a volunteer.

Volunteer Service Hours: The total hours of services provided by volunteers on behalf of the Respite for Elders Living in Everyday Families program, including direct service, travel, and training.

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

1. **General Statement.** The RELIEF Program is a volunteer-based program providing in-home respite to caregivers of frail, homebound elders aged sixty (60) years or older. The RELIEF Program provides in-home respite that is beyond the provisions of current public programs using a

multigenerational corps of volunteers, volunteers who receive a stipend, and any other appropriate personnel who provide up to four (4) hours of in-home respite at a time, with an emphasis on evening and weekend hours. The intent of the RELIEF Program is to provide family caregivers with a much-needed break to allow the family unit to continue caring for a homebound elder without becoming ill themselves.

(5) Paragraph II.A.18.e is hereby added to Attachment I of the Standard Agreement.

e. The Provider agrees to make available to Agency staff, and/or any party designated by the Agency or the Department of Elder Affairs, all Agreement-related records and documentation.

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

3. Changes in Location or Service Times - The Provider shall provide the Program Compliance/Quality Assurance Monitor with twenty (20) days' notice of any plan that temporarily or permanently changes any service delivery location or service times.

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

1. Agency Obligations - The Agency may within its resources provide technical support and/or assistance to the Provider in meeting the requirements of this Agreement. The Agency's support and/or assistance, or lack thereof, shall not relieve the Provider from full performance of Agreement requirements.

(8) Paragraph III.B.a of Attachment I of the Standard Agreement is hereby removed.

(9) Paragraph III.C.a.ii of Attachment I of the Standard Agreement is hereby amended to read:

ii. **Fixed Price/Unit Cost**- Request for payment on a monthly basis for the units of services completed during the reporting period. Documentation of service delivery must include the Request for Payment RELIEF Program (Attachment X), the Time and Travel Logs (Attachment XI), Monthly Service Record (Attachment XII) the, eCIRTS Client Service Units Report, volunteer training agenda, materials, and sign-in sheets. Payment shall be made for services at a rate of \$3.75 per unit. Fixed unit cost payment requests must show units of service and applicable unit costs with extensions that equal the total invoice amount;

(10) Paragraph III.C.a.iv of Attachment I of the Standard Agreement is hereby amended to read:

iv. Payments shall be made pursuant to the Schedule of Deliverables as follows:

Schedule of Deliverables

Deliverable Description & Source (Supporting) Documentation	Reporting Period	Due Date
<p>Deliverable #1 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of July.</p> <p>Supporting Documentation: July Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>July 1- July 31, 2022</p>	<p>August 10, 2022</p>
<p>Deliverable #2 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of August.</p> <p>Supporting Documentation: August Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>August 1 - August 31, 2022</p>	<p>September 10, 2022</p>
<p>Deliverable #3 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of September.</p> <p>Supporting Documentation: September Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>September 1 – September 30, 2022</p>	<p>October, 10, 2022</p>
<p>Deliverable #4 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of October.</p> <p>Supporting Documentation: October Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>October 1- October 31, 2022</p>	<p>November 10, 2022</p>

<p>Deliverable #5 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of November.</p> <p>Supporting Documentation: November Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>November 1 – November 30, 2022</p>	<p>December 10, 2022</p>
<p>Deliverable #6 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of December.</p> <p>Supporting Documentation: December Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>December 1 – December 31, 2022</p>	<p>January 10, 2023</p>
<p>Deliverable #7 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of January.</p> <p>Supporting Documentation: January Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>January 1 - January 31, 2023</p>	<p>February 10, 2023</p>
<p>Deliverable #8 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of February.</p> <p>Supporting Documentation: February Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>February 1 – February 28, 2023</p>	<p>March 10, 2023</p>
<p>Deliverable #9 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of March.</p> <p>Supporting Documentation: March Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>March 1 – March 31, 2023</p>	<p>April 10, 2023</p>

<p>Deliverable #10 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of April.</p> <p>Supporting Documentation: April Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>April 1 – April 30, 2023</p>	<p>May 10, 2023</p>
<p>Deliverable #11 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of May.</p> <p>Supporting Documentation: May Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>May 1 – May 31, 2023</p>	<p>June 10, 2023</p>
<p>Deliverable #12 –</p> <p>Deliverable: A minimum of 100 hours of in-home respite services provided within the month of June.</p> <p>Supporting Documentation: June Monthly Service Record, eCIRTS Client Service Unit Report, volunteer time and travel logs, volunteer training agenda, materials, and sign-in sheets, and Request for Payment RELIEF Program.</p>	<p>June 1 – June 30, 2023</p>	<p>July 10, 2023</p>

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

C. Investigation of Criminal Allegations:

Any report that implies criminal intent on the part of the Provider or any subcontractors and is referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney’s office, or other governmental agency, the Provider shall notify the CEO at the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Agency CEO as well as to the Department’s Inspector General with a summary of the investigation and allegations.

AMENDMENT 001

IR022-9500

(12) Attachment VI of the Standard Agreement, Background Screening, is hereby revised and replaced with the following Attachment VI.

ATTACHMENT VI
BACKGROUND SCREENING



Ron DeSantis
Governor

Michelle Branham
Secretary



BACKGROUNDSCREENING
Attestation 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 screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), 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

810 Datura Street, Suite 300, West Palm Beach, FL 33401

located at _____

Street Address City State ZIP code

I, Gregg K. Weiss, Mayor do hereby affirm under penalty of
Name of Representative
 perjury 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.

<p>Signature of Representative</p> <p><small>DOEA Form 235, Attestation of Compliance - Employer, Effective January 19, 2021 F.S. Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php Section 435.05(3).</small></p> <p>Approved As To Form and Legal Sufficiency</p> <p>By <u>Helene C. Hvizd</u> Senior Assistant County Attorney</p>	<p>Date</p> <p>Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller</p> <p>By: _____ Deputy Clerk</p> <p style="text-align: center;">6</p>
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(13) Attachment XIII of the Standard Agreement, RELIEF Volunteer File Checklist is hereby revised and replaced with the following Attachment XIII.

**ATTACHMENT XIII
RELIEF VOLUNTEER FILE CHECKLIST**

- Signed position description indicating: responsibilities, goals, time commitment, employee responsible for supervision of volunteer, qualifications required, training required (or to be provided)
- Completed volunteer application
- Completed Level II Criminal History screening with results

- Reference Check Documentation
- Signed confidentiality statement
- Signed statement of understanding for allowable and prohibited activities

- Assignment sheet for each client assigned to volunteer indicating frequency and duration of respite, actual days and times of respite, notes on client condition in enough detail to inform volunteer of what will be found in home, signatures by volunteer and caregiver and agency staff indicating acceptance /agreement

- Service logs for each instance of respite provided signed by caregiver (or client) to verify service was received

- Training log including dates

- Signed copy of grievance procedures

(14) Emergency Certification for Retroactive Payment is hereby added to the Agreement.

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. is awarding the Palm Beach County Board of County Commissioners Respite for Elders Living in Everyday Families funds for the 2022-2023 program year. Eligibility guidelines are outlined in the Standard Agreement and notices of instruction.

Justification

The Palm Beach County Board of County Commissioners will be providing RELIEF services to RELIEF eligible clients beginning July 1, 2022; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2022.

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will provide reimbursement at the new contract rate and funding back to July 1, 2022 service date so as to prevent services from being delayed or interrupted and assure all funds are reimbursed. The extension until September 30, 2022 allows Division of Senior Services to start utilizing the new contract funding prior to the date signed by all parties.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting July 1, 2022.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Name

Title

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

Date

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.

IR022-9500

AMENDMENT 001
IN WITNESS WHEREOF, the parties hereto have caused this 11 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: _____
Gregg K. Weiss, 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

DocuSigned by:

Helene C. Hvizd

BF3DF20B2223413...

Senior Assistant County Attorney

Approved as to terms and conditions

James E. Green

Department Director

AMENDMENT 001

Attestation Statement

IR022-9500

Agreement/Contract Number IR022-9500

Amendment Number 001

I, Gregg K. Weiss, 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. Hvizd

300C0EA1-19CB-41B5-9DCE-56E88CFA7536...

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
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 IC022-9500.

This amendment (1) amends Paragraph 8.1, of the Standard Agreement; (2) adds Paragraph IV.G to Attachment I of the Standard Agreement; (3) removes Attachment VI, Provider's State Contract List, from the Standard Agreement and Index of Attachments; (4) revises and replaces Attachment VII, Background Screening, of the Standard Agreement; and (5) adds Attachment XV, Simplified Unit Cost Methodology Rate Increase Request Form, to the Standard Agreement and Index of Attachments.

STANDARD AGREEMENT:

(1) Paragraph 8.1 of the Standard Agreement 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 IV.G is hereby added to Attachment I of the Standard Agreement.

G. Rate Increase Thresholds

1. For Proposed Rate Increases that are up to 5% of the Agency's approved rates with DOEA:
 - a. The Provider shall follow the Agency's existing rate review and approval process which at a minimum includes:
 - i. A detailed written justification from the Provider describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the Agency to review, identifying the service or commodity component(s) that are increasing Provider service costs.
 - ii. A current rate and a requested rate unit cost methodology. (Attachment XV)
2. For Proposed Rate Increases Exceeding 5% of the Agency's approved rates with DOEA:
 - a. For proposed rate increases of 5.01% or greater of the Agency's approved rates with DOEA, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.
 - i. Proposed Rate Increases of 5.01% or greater of the Agency's approved rates with DOEA must provide the following additional information:
 - (1) The Provider must also provide in their written justification, reassurance that all other potential options to procure alternate suppliers, subcontractors, or other potential cost-efficiencies that could reduce the proposed rate increase of 5.01% or greater of the Agency's approved rates with DOEA have been explored and rejected.
 - (2) DOEA Contract Managers may request additional information from the Service Provider via the Agency.
3. No rate shall be increased before October 1, 2022.
4. Note: All rate increase thresholds mentioned in the above language are cumulative from the Agency rate at the time of contract execution.

(3) Attachment VI of the Standard Agreement, Provider's State Contract List is hereby removed from the Standard Agreement.

(4) Attachment VII of the Standard Agreement, Background Screening, is hereby revised and replaced with the following Attachment VII.

AMENDMENT 002

IC022-9500

ATTACHMENT VII
BACKGROUND SCREENING



Ron DeSantis
Governor

Michelle Branham
Secretary



BACKGROUNDSCREENING
Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with theattestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability ResourceCenters, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), 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, Suite 300, West Palm Beach, FL 33401
Employer Name
Street Address City State ZIP code

I, Gregg K. Weiss do hereby affirm under penalty of
Name of Representative

perjury 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

DOEA Form 235, Attestation of Compliance - Employer, Effective January 19, 2021
F.S. Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>
Section 435.05(3).

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

Approved As to Form and Legal Sufficiency

3

By: _____
Deputy Clerk

By: Helene C. Hvizd
Senior Assistant County Attorney

DocuSigned by:
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(5) Attachment XV, Simplified Unit Cost Methodology Rate Increase Request Form, is hereby added to the Standard Agreement.

**ATTACHMENT XV
SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM**

BUDGET

YEAR:

RECIPIENT

NAME:

PRIOR YEAR RATE:

Service					
LINE-ITEM EXPENSES	Prior Year Historical Costs	Rate at Contract Execution	Current Rate	Requested Rate	% Change (between Contract Execution and Requested)
Wages					-
Fringe Benefits (Formula Allocated)					-
Fringe Benefits (Manual Allocation)					-
Travel					-
Education/Training					-
Communications & Postage					-
Utilities					-
Printing & Supplies					-
Advertising					-
Insurance					-
Maintenance & Repair					-
Space Costs (Rent)					-
Equipment					-
Professional fees/Legal/Audit					-
Program Supplies					-
Depreciation					-
Food & Food Supplies					-
Other					-
TOTAL ALLOWABLE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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

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: _____
Gregg K. Weiss, 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

DocuSigned by:
Helene C. Hvizd
BF3DF20B2223413...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:
James E. Green
BF34EF22BFDF492...

Department Director

AMENDMENT 002

IC022-9500

Attestation Statement

Agreement/Contract Number IC022-9500

Amendment Number 002

I Gregg K. Weiss, 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. Hvizd
BF3DF20B2223413...

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