

FIRST AMENDMENT

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE dated October 22, 2019, (R2019-1610), is made on this _____ day of _____, 2023, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Alzheimer's Community Care, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 31-1481653.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on October 22, 2019, the above named parties entered into a Contract for Provision of Financial Assistance, (R2019-1610) (the Contract), in an amount not to exceed \$2,254,884 to provide Family Nurse Consultant and Specialized Alzheimer's Day Care services to family caregivers and persons with Alzheimer's and related disorders who are residents of Palm Beach County; and

WHEREAS, the need exists to amend the Contract, to update **ARTICLE 2 – SCHEDULE**; **ARTICLE 3 – PAYMENTS**; **EXHIBIT A, SCOPE OF WORK**, and replace **EXHIBIT B – UNITS OF SERVICES RATE AND DEFINITION**, with **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION**.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on October 22, 2019 is hereby amended as follows:

I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Contract.

II. The first paragraph in **ARTICLE 2 – SCHEDULE** is amended to read as follows:

The term of this Contract shall be for one (1) year, starting October 1, 2019 and will automatically renew for four (4) one (1) year terms, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with the time parameters stated herein. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 14.

III. The first three paragraphs of **ARTICLE 3 – PAYMENTS** are amended to read as follows:

The COUNTY shall pay to the AGENCY for services rendered under this Contract in an amount not exceed a total amount of **TWO MILLION, EIGHT HUNDRED EIGHTEEN THOUSAND, SIX HUNDRED AND FIVE DOLLARS AND ZERO CENTS (\$2,818,605.00)** over a five-year period of which **FIVE HUNDRED SIXTY THREE THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$563,721.00)** is budgeted in Fiscal Year 2020 with an anticipated annual allocation of **FIVE HUNDRED SIXTY THREE THOUSAND, SEVEN HUNDRED TWENTY-ONE**

DOLLARS AND ZERO CENTS (\$563,721.00) in each subsequent fiscal year for the term of this agreement.

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT – B1** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT – B1**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

- IV. The second line following the title of **EXHIBIT A – SCOPE OF WORK**, which currently reads "**Program Name: Family Nurse Consultant Program**" is amended to read as follows:

Program Name: Family Nurse Navigator Program

- V. A new **EXHIBIT B1 – UNITS OF SERVICE RATE AND DEFINITION**, attached hereto, shall replace **EXHIBIT B – UNITS OF SERVICES AND DEFINITION** in its entirety.
- VI. All other provisions of the Contract not modified in this First Amendment remain in full force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Gregg K. Weiss, Mayor

AGENCY:

Alzheimer's Community Care, Inc.
AGENCY'S Name Typed

DocuSigned by:
Michael Jessup
AGENCY'S Signatory Name

Michael Jessup, President/CEO
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hvizd
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
Taruna Malhotra, Assistant Director
Community Services Department

**UNITS OF SERVICE RATE AND DEFINITION
2020-2024 FINANCIAL ASSISTANCE CONTRACT**

Agency Name: Alzheimer’s Community Care, Inc.
Program Name: Family Nurse Navigator Program

Service Name and Definition of Unit of Service	Unit Cost	Total FY20	Total FY21	Total FY22	Total FY23	Total FY24	Total 5 Year Contract Amount
Family Nurse Navigator Program: A unit of service is defined as one hour of staff time in direct client services and can include family nurse navigator services directly related to serving patients/caregivers.	\$85	\$341,649	\$341,649	\$341,649	\$341,649	\$341,649	\$1,708,245
Specialized Alzheimer’s Adult Day Services: A unit of service is defined as one hour of staff time in direct client services work and can include patient care and enrollment activities.	\$19	\$222,072	\$222,072	\$222,072	\$222,072	\$222,072	\$1,110,360
Total Contract over a four (5) year period		\$563,721	\$563,721	\$563,721	\$563,721	\$563,721	\$2,818,605

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by AGENCY directly in connection with AGENCY’S performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full Contract period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend up funds for initial Non-Profits First certification or for the annual renewal fee every year of the Contract. This option exercised by the AGENCY will be taken from the approved budget thus reducing the number of units to be provided. Certification is a requirement of contracting with the COUNTY as referenced in **Article 15** of this Contract.



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002253	Alzheimer's Community Care, Inc.		Compliant					004-01	Adult Day Care Services
		A++p , XV	Philadelphia Indemnity Insurance Company	PHUB827977	8/15/2022	8/15/2023	Excess Liability		
		A++p , XV	Philadelphia Indemnity Insurance Company	PHPK2450873	8/15/2022	8/15/2023	General Liability		
		A++p , XV	Philadelphia Indemnity Insurance Company	PHPK2450873	8/15/2022	8/15/2023	Professional Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC4188916	1/1/2023	1/1/2024	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :