

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 21, 2023

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 to Standard Agreement No. IZ023-9500 (R2023-1279) for Alzheimer’s Disease Initiative (ADI) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for period July 1, 2023 through June 30, 2024, to amend, revise and replace portions of the standard agreement and increase the overall total funding by \$130,000 for a new total agreement amount not-to-exceed \$2,365,100, to assist seniors afflicted with Alzheimer’s disease and other forms of dementia, as well as their caregivers, with services to help seniors reside independently in their own homes;

B) Amendment 002 to Standard Agreement No. IZ023-9500 (R2023-1279) for ADI with AAA, for period July 1, 2023 through June 30, 2024, to amend, revise and replace portions of the standard agreement, with no change to the overall total agreement amount of \$2,365,100, to assist seniors afflicted with Alzheimer’s disease and other forms of dementia, as well as their caregivers, with services to help seniors reside independently in their own homes; and

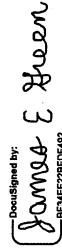
C) an upward Budget Amendment of \$130,000 in FY 2023 in the Division of Senior and Veteran Services (DSVS) Administration Fund to align the budget to the actual grant award.

Summary: The ADI amendments (Catalog of State Financial Assistance (CSFA) 65.002 and 65.004), allows DSVS to continue providing case management, in-home and facility based respite services to seniors. ADI has served 118 clients from July 1, 2023 through October 30, 2023. The budget amendment is necessary to align the County budget with the actual grant awards. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service include all of the districts, excluding District 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. **No County match is required under ADI Amendment 002 CSFA 65.002 and 65.004 (DSVS) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (HH)**

Background and Justification: ADI assists seniors afflicted with Alzheimer’s disease and other forms of dementia and caregivers with services to help them live independently in their own homes. Grant adjustments are made during the contract year to align resources with need.

Attachments:

1. Amendment 001 to ADI Standard Agreement No. IZ023-9500
2. Amendment 002 to ADI Standard Agreement No. IZ023-9500
3. Budget Amendment

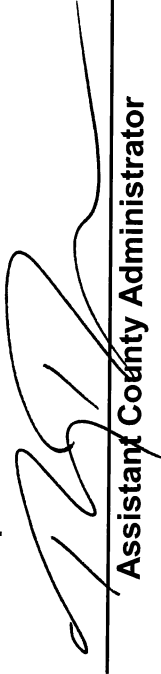
Designated by:

JAMES E SHEEN
-9734E72B7D-442-

11/9/2023

Date

Department Director

Approved By:


Assistant County Administrator

11/16/2023
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	97,500				
External Revenue	(97,500)				
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
 Does this item include the use of state funds? Yes No

Budget Account No.:
 Fund 1006 Dept. 144 Unit 1472 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding sources are State. No additional County funds are needed.
 Average cost per client is \$424 for case management and \$15,791 for in-home services.

Fiscal Year	2023
Capital Expenditures	
Operating Costs	32,500
External Revenue	(32,500)
Program Income	
In-Kind Match (County)	
NET FISCAL IMPACT	-0-

C. Departmental Fiscal Review: Julie Dowe DocuSigned by:
05AC97CCE8C4A4
 Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
Julie Dowe 11/13/2023
 M6 11/13 AM 4/19
 OFMB
Julie Dowe 11/14/23
 Contract Development and Control
 Tab 11/14/23

B. Legal Sufficiency:
Helene C. Aring 11/14/23
 Senior Assistant County Attorney

C. Other Department Review: _____
 Department Director
This summary is not to be used as a basis for payment.

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 IZ2023-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2023 through June 30, 2024 by \$130,000.00.

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 X 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 outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment X 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, 2023 – June 30, 2024.

Funding Allocation			
Program Title	Year	Funding Sources	Amount
Alzheimer's Disease Initiative	2023	General Revenue	\$2,365,100.00
TOTAL AGREEMENT AMOUNT:			\$2,365,100.00

(2) Attachment II, Exhibit 2, Funding Summary, 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
Alzheimer’s Disease Initiative	General Revenue	65.002-65.004	\$2,365,100.00
TOTAL AWARD			\$2,365,100.00

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.

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

ATTACHMENT X

**ANNUAL BUDGET SUMMARY (2023 - 2024)
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

ADI Client Services	\$2,128,590.00
ADI Case Management	\$236,510.00
Total	\$2,365,100.00

This amendment is retroactive to July 1, 2023.

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

IZ023-9500

IN WITNESS WHEREOF, the parties hereto have caused this 6 page Amendment to be executed by their officials there unto duly authorized.

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.

Provider:

SIGNED

BY: _____ SIGNED BY: _____

, Mayor

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller NAME: _____

BY: _____ TITLE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency DS

HCH

Helen Conrad
Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:

James E. Heem

BF34EF28FDF492...

Department Director

Attestation Statement

Agreement Number IZ023-9500

Amendment Number 001

I, _____, **Mayor**, attest that no changes or revisions have
(*Provider Representative*)
been made to the content of the above referenced 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 content.

Signature of Provider Representative

Date

Approved As To Form

And Legal Sufficiency

By:  ^{DS}
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 IZ023-9500.

This amendment (1) adds Paragraphs 7.8, 7.9, 7.10, and 7.11 to the Standard Agreement; (2) amends Paragraph 8 of the Standard Agreement; (3) amends paragraph 16 of the Standard Agreement; (4) amends paragraph 29 of the Standard Agreement; (5) amends Paragraph I.A.1 of Attachment I of the Standard Agreement; (6) amends Paragraph I.A.2 of Attachment I of the Standard Agreement; (7) amends Paragraphs II.D.1.a-b of Attachment I of the Standard Agreement; (8) amends Paragraph II.E.2 of Attachment I of the Standard Agreement; (9) amends Paragraph II.E.7 of Attachment I of the Standard Agreement; (10) amends Paragraph IV.B.1 of Attachment I of the Standard Agreement; (11) amends Paragraph IV.D of Attachment I of the Standard Agreement; (12) revises and replaces Attachment II, Financial Compliance Audit; (13) revises and replaces Attachment VII, Background Screening; and (14) revises and replaces Attachment IX, Budget Summary.

STANDARD AGREEMENT:

(1) Paragraphs 7.8, 7.9, 7.10 and 7.11 are hereby added to the Standard Agreement.

7.8 Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.

7.9 Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.

7.10 The Provider shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.

7.11 The Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

(2) 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 they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are “direct service providers” as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Provider and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Provider shall submit the Background Screening Attestation of Compliance-Employer (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 shall be submitted to the Agency every twelve (12) months, and the Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency within thirty (30) days upon notification.

(3) Paragraph 16 of the Standard Agreement is hereby amended to read:**16. Indemnification:**

The Provider shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from and against all claims, demands, damages, losses, and expenses including attorney's fees arising out of or resulting from the execution of this Agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

(4) Paragraph 29 of the Standard Agreement is hereby amended to read:**29. Data Integrity and Safeguarding Information:**

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this Agreement and return it to the Agency contact.

Electronic client records and files must be stored in an encrypted format at all times. Storage devices include, but not limited to, computer servers, mobile devices such as laptops, notebooks, and phones, removable media such as CD's, jump drives, DVD's and tape. Access shall be limited to staff members requiring the information in order to provide a service to the client.

The Provider shall not send any client information via email unless the information is sent in a secured manner through a data encryption service for email systems or if the client file(s) are encrypted prior to sending via email.

When faxing client information the Provider shall:

1. Limit the client information to the minimum necessary to accomplish the purpose of the communication;
2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy;
3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine;
4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months;
5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI;
6. When faxing PHI, use fax cover sheets that include the following information:
 - a. Sender's name, facility, telephone and fax number,
 - b. Date and time of transmission,
 - c. Number of pages being faxed including cover sheet,
 - d. Intended recipient's name, facility, telephone and fax number,
 - e. Name and number to call to report a transmittal problem or to inform of a misdirected fax,

f. If notified of a misdirected fax, instruct the unintended recipient to mail back the information or destroy information by shredding

g. Confidentiality notice such as the following:

“**Confidentiality Notice:** The material contained in this facsimile transmission is either private, confidential, privileged, contains Protected Health Information (PHI) or constitutes a work product protected by law and is intended only for the use of the individual(s) named above. If you are not the recipient, be advised that unauthorized use, disclosure, copying, distribution or the taking of any action is strictly prohibited. If you have received this transmission in error, please immediately destroy this facsimile and notify us via the telephone number listed above. HIPAA-023 Rev. (4103).”

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

1. Acronyms

Activities of Daily Living (ADL)
 Adult Protective Services (APS)
 Aging and Disability Resource Center (ADRC)
 Alzheimer’s Disease (AD)
 Alzheimer’s Disease and Related Dementias (ADRD)
 Alzheimer’s Disease Initiative (ADI)
 Area Agency on Aging (AAA)
 Assessed Priority Consumer List (APCL)
 Corrective Action Plan (CAP)
 Dementia Care & Cure Initiative (DCCI)
 Department of Elder Affairs (DOEA or Department)
 Enterprise Client Information and Registration Tracking System (eCIRTS)
 Florida Administrative Code (F.A.C.)
 Florida Statutes (F.S.)
 Memory Disorder Clinic (MDC)
 Notice of Instruction (NOI)
 Planning and Service Area (PSA)
 Summary of Programs and Services (SOPS)
 United States Code (U.S.C.)

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

2. Program Specific Terms

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

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

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

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

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

NOI: DOEAs established method to communicate to the Agency, Provider, and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEAs website at <https://elderaffairs.org/news-events/>.

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

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

Specialized Adult Day Care: Specialized Alzheimer's Services Adult Day Care Centers, licensed in accordance with Section 429.918, F.S., provide specialized Alzheimer's services for AD clients. FloridaHealthFinder.gov provides an up-to-date listing of all Specialized Alzheimer's Services Adult Day Care Centers.

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

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

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

(7) Paragraphs II.D.1.a-b of Attachment I of the Standard Agreement are hereby amended to read:

a. Respite and Other Services

- (1) Caregiver Support Groups;
- (2) Caregiver Training/Support;
- (3) Case Aide;
- (4) Case Management;
- (5) Counseling (Gerontological);
- (6) Counseling (Mental Health/Screening);
- (7) Education/Training;
- (8) Emergency Home Delivered Shelf Meals;
- (9) Home Delivered Meals;
- (10) Homemaker;
- (11) Housing Improvement;
- (12) Intake;
- (13) Material Aid;
- (14) Other Services;
- (15) Personal Care;
- (16) Respite (In-Facility);
- (17) Respite (In-Facility, Specialized Alzheimer's Services);
- (18) Respite (In-Home);

- (19) Shopping Assistance;
- (20) Specialized Medical Equipment, Services, and Supplies;
- (21) Telephone Reassurance; and
- (22) Transportation.

For a comprehensive table of additional and allowable services under ADI refer to the current DOE/EA Programs and Services Handbook.

Services that are underlined must be a part of the Provider's Service Provider Application and included in the rate pages.

b. Memory Disorder Clinics

The Provider shall maintain coordination with the MDCs, the Alzheimer's Disease and Related Disorders Brain Research Bank, and all other components of the Alzheimer's Disease Initiative, as well as Silver Alert, in the designated Community Care Service Area. Memory Disorder Clinics (MDCs) are required to provide four (4) hours of annual in-service training to all respite, in-facility respite and adult day care center staff in their designated service areas in person or virtually. MDCs are required to plan and develop service-related research projects with adult day care centers and respite providers. The Provider shall respond to requests for statistical data concerning its consumers, based on information requirements of the MDCs and the Brain Bank, and assist the MDCs in carrying out Silver Alert protocol activities.

(8) Paragraph II.E.2 of Attachment I of the Standard Agreement is hereby amended to read:

2. eCIRTS Reports

Provider shall ensure timely input of program-specific data into ECIRTS. To ensure ECIRTS data accuracy, the Provider shall use ECIRTS-generated reports which include the following:

- a.** Client Reports;
- b.** Monitoring Reports;
- c.** Services Reports;
- d.** Miscellaneous Reports;
- e.** Fiscal Reports;
- f.** Aging and Disability Resource Center Reports; and
- g.** Outcome Measurement Reports

To ensure eCIRTS data integrity, the following timeframes are required for entering data into eCIRTS:

- eCIRTS Enrollment Screen reflects ACTV – Within 10 working days
- eCIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of Care Plan Date
- Received Services – For those services allowing monthly aggregate reporting with zero unit entry required annually, the Provider must upon enrollment or first actual date of service, but no later than 30 days after ACTV enrollment date, complete the zero unit entry.

Failure to ensure the collection and maintenance of the eCIRTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in Section 38 of this Agreement or the Termination clause in Section 51 of this Agreement, including delaying or withholding payment until the problem is corrected.

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

7. Program Highlights

The Provider shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2022-2023 by August 15th, of each year. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency. These Program Highlights shall be prepared in accordance with Paragraph 18 of the Agreement and may not contain any information concerning a recipient of services under this Agreement except with the recipient's written consent.

(10) Paragraph IV.B.1 of Attachment I of the Standard Agreement is hereby revised to read:

B. Provider's Financial Obligations

1. Cost Sharing and Co-Payments

Pursuant to 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with any Alzheimer's Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

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

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

D. Investigation of Criminal Allegations:

Any report that contains allegations of criminal violations on the part of the Provider or any subcontractors and that 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.

(12) Attachment II, Financial and Compliance Audit, is hereby revised and replaced with the following Attachment II.**ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department to the Provider may be subject to audits and/or monitoring by the Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Provider expends \$750,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this Agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Agency in effect during the audit period. For local government entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this

portion, the Department retains all right and obligation to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider, the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this Agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. For local government entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Department retains all right and obligation to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Provider directly to each of the following:

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer or designee
4400 N. Congress Avenue
West Palm Beach, Florida 33407

Pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse. The provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer
4400 N. Congress Avenue
West Palm Beach, Florida 33407

Additionally, copies of financial reporting packages required by the contract's Financial Compliance Audit Attachment Part II, shall be submitted by the Provider directly to:

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Monroe Street
Tallahassee, FL 32399-1450

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Agency, Department or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Agency, Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Agency or Department.

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Provider has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

 X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 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.

**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
Alzheimer's Disease Initiative	General Revenue	65.002-65.004	\$2,365,100.00
TOTAL AWARD			\$2,365,100.00

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.

(13) Attachment VII, Background Screening, is hereby revised and replaced with the following Attachment VII.

DEPARTMENT OF ELDER AFFAIRS
BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the 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 areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

<u>ATTESTATION</u>		
As the duly authorized representative of: _____ (Name of Employer)		
Located at _____	City _____	State _____ Zip Code _____
Under penalty of perjury, I, _____ (Name of Representative)		
hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.		
Signature of Representative _____	_____	Date _____

DOEA Form 235, Attestation of Compliance - Employer, Effective July 1, 2023, F.S.
Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>

AMENDMENT 002

IZ023-9500

This amendment is retroactive to July 1, 2023.

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

IZ023-9500

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: 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 DS
HCH
Selene C. Ariz
Senior Assistant County Attorney

Approved as to terms and conditions
DocuSigned by:
James E. Heem
BF34EF22BDF492...
Department Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

BGEX - 144 - 092623*1962
BGRV - 144 - 092623*642

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 9/26/2023	REMAINING BALANCE
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REVENUE								
144 1472	Alzheimer's Disease Initiative Grant Other Human Services	1,432,587	4,095,177	130,000		4,225,177		
	Total Revenue	12,929,264	23,656,683	130,000	0	23,786,683		
EXPENDITURE								
144 1472	Alzheimer's Disease Initiative 3401 Other Contractual Services	1,239,883	4,274,473	130,000		4,404,473		
	Total Expenditures	12,929,264	23,656,683	130,000	0	23,786,683		
								2,343,393
								15,891,095
								7,895,588

By Board of County Commissioners
At Meeting on November 21, 2023

Deputy Clerk to the
Board of County Commissioners

Signatures _____
Date 11/13/2023

James E. Brown
11/13/2023

BF34EF228FDF492...

COMMUNITY SERVICES
INITIATING DEPARTMENT/DIVISION James Green
Administration/Budget Department Approval
OFMB Department - Posted