# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

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Meeting Date: March	12, 2024	[X] []	Consent Ordinance	]	]	Regular Public Hearing
Department Submitted By: Submitted For:	Community Services Division of Senior and	Veterar	ı Services (DSV	<u>'S)</u>		

### I. EXECUTIVE BRIEF

### Motion and Title: Staff recommends motion to:

- A) receive and file Amendment 003 to Standard Agreement No. IZ023-9500 (R2023-1279) for Alzheimer's Disease Initiative (ADI) with Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period July 1, 2023 to June 30, 2024, to revise and replace portions of the Standard Agreement, with no change to the total agreement amount of \$2,365,100, to assist seniors afflicted with Alzheimer's disease and dementia, as well as their caregivers, with services to help seniors reside independently in their homes;
- **B)** receive and file Amendment 002 to Standard Agreement No. IC023-9500 (R2023-1277) for Community Care for the Elderly (CCE) with AAA for the period July 1, 2023 to June 30, 2024, to revise and replace portions of the Standard Agreement, with no change to the total agreement amount of \$3,128,970, to prevent or delay institutional placement **C)** receive and file Amendment 002 to Standard Agreement No. IH023-9500 (R2023-1278) for Home Care for the Elderly (HCE) with AAA for the period July 1, 2023 to June 30, 2024, to revise and replace portions of the Standard Agreement, with no change to the total agreement amount of \$187,863, to encourage the provision of care for seniors in family-type living arrangements in private homes as an alternative to institutional care settings;
- **D)** receive and file Amendment 003 to Standard Agreement No. IH023-9500 (R2023-1278) for HCE with AAA for the period July 1, 2023 through June 30, 2024, to revise and replace portions of the Standard Agreement, with no change to the total agreement amount of \$187,863, to encourage the provision of care for elders in family-type living arrangements in private homes as an alternative to institutional care settings;
- **E)** receive and file Amendment 004 to Standard Agreement No. IA023-9500 (R2023-0485) for Older Americans Act (OAA) with AAA for the period for period January 1, 2023 to December 31, 2023, to revise and replace portions of the Standard Agreement, with no change to the total agreement amount of \$4,726,627.37, to provide in-home and community based services to seniors, and
- **F) approve** a Budget Transfer in the Division of Senior and Veteran Services (DSVS) Administration Fund to align the budget to the actual grant award.

Summary: In Grant Year (GY) 2023, from July 1, 2023, to December 31, 2023, these proposed amendments revise service rates and clarify various procedures in these Standard Agreements that have enabled DSVS to offer a range of services to seniors and their caregivers. The CCE Agreement (Catalog of State Financial Assistance (CSFA) 65.010) allows DSVS to provide medical supplies, emergency alert response, personal care, respite, and other community-based services, and served 214 clients in GY 2023. The HCE Agreement (CSFA 65.001) allows DSVS to assist seniors and caregivers with a basic monthly subsidy for medical supplies and other necessary services and served 64 clients in GY 2023. The ADI Agreement (CSFA 65.002 and 65.004) enables DSVS to offer medical supplies and respite for caregiver relief, and served 124 clients in GY 2023. Additionally, under the OAA Agreement 004 (Catalog of Federal Domestic Assistance (CFDA) #93.044), DSVS provides congregate and home-delivered meals, homemaker services, personal care, and a variety of other services. The budget transfer is necessary to align the County budget with the actual grant award. DSVS is responsible for providing services north of Hypoluxo Rd. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Rd. No County match is required. (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 seniors live independently in their own homes. CCE prevents or delays premature or inappropriate placement of seniors in nursing homes and other institutions. HCE encourages the provision of care for elders in family-type living arrangements in private homes as an alternative to nursing homes or other institutional care settings. OAA provides in-home and community based services to eligible seniors age 60 and older and their caregivers to defer the need for institutionalization. Grant adjustments are made during the contract year to align resources with need.

### Attachments:

- 1. Amendment 003 to Standard Agreement No. IZ023-9500
- 2. Amendment 002 to Standard Agreement No. IC023-9500
- 3. Amendment 002 to Standard Agreement No. IH023-9500
- 4. Amendment 003 to Standard Agreement No. IH023-9500
- 5. Amendment 004 to Standard Agreement No. IA023-9500
- 6. Budget Transfer
- 7. Walkthrough Memo

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Recommended By:		Jomes & Heen	2/28/2024	
	Department Director	BF34EF22BF0F492	Date	
Approved By:		12/	3/4/24	
	Assistant County Man	inistrator	Date	

## **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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

**Budget Account No.:** 

Fund 1006 Dept. 144 Unit 1457/1458/1459 Object Var. Program Code Var. Program Period Var.

## A. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding sources are Federal and Palm Beach County. No additional County funds are required.

Total Funding	1457	1458	1459	Total
Funds	3B	C1	C2	Funds
Grant	600,000	(300,000)	(300,000)	0
Match (10%)	66,666	(33,333)	(33,333)	0
NSIP	0	0	0	0
Program Income	0	0	0	0
Addnl. County				
Funds	0	0	0	0
Total	666,666	(333,333)	(333,333)	0

		DocuSigned by:
C.	Departmental Fiscal Review:	Julie Dowe 05AC9C7CC5BC4A4
		Julie Dowe, Director, Financial & Support Services

## **III. REVIEW COMMENTS**

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

(	June Martin OFMB	2/28/2024 8/W 2-23	Junda Mudhlo 2/08/24 Contract Development and Control  Tel 498/94
B.	Legal Sufficiency:	AAF 2/23	The 2/28/24
	10001	- 1	

Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT 003** 



This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Agency", and <u>Palm Beach County</u>, a <u>political subdivision of the State of Florida</u>, 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.

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

Attachment XIV of the Standard Agreement, Service Rate Report, is hereby replaced with the following Attachment XIV.

ATTACHMENT XIV

### SERVICE RATE REPORT

	DIVISION OF SENIOR AND VETERAN S 2023-2024 APPROVED RATES Provider: 29172		
Program	Service	Service Code	Reimbursement Rate
ADI	Case Aide	CA	\$28.88
1701	Case Management	CM	\$49.76
	Companionship	COMP	\$25.00
	Caregiver Training/Support (I)	CTSI	\$86.12
	Emergency Alert Response	EAR	\$1.04
	Emergency Home Delivered Shelf Meals	EHDM	\$5.10
	Counseling (Gerontological) - Individual	GECI	\$150.00
······································	Home Delivered Meals	HDM	\$5.10
	Homemaker	НМК	\$25.00
	Counseling (Mental Health Counseling/Screening) - Individual	MHSI	\$150.00
	Personal Care	PECA	\$25.00
	Respite In-Facility	RESF	\$11.22
	Respite In-Home	RESP	\$25.00
	Specialized Medical Equipment, Services & Supplies	SCSM	CR

Updated:

10/13/2023

AMENDMENT 003 IZ023-9500

This amendment is retroactive to October 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.

IN WITNESS WHEREOF, the Parties hereto have caused this 3 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:  Verden  DATE:	Balle Saker, County Administrator	SIGNED BY:
ATTEST: JO	SEPH ABRUZZO, Clerk and Comptroller	NAME:
		TITLE:
DATE:		DATE:
Federal Tax Fiscal Year F	ID: <u>59-6000785</u> Ending Date:	
	o form and legal sufficiency  Helene C. Hvizd	
Senior Assista	nt County Attorney	
Approved as to	o terms and conditions & free	
Department D	irector	

AMENDMENT 003 IZ023-9500

## **Attestation Statement**

Agreement Number 1Z023-9500	
Amendment Number 003	
Verdenia C. Baker, County Administrator	_, attest that no changes or revisions have
(Provider Representative)	
been made to the content of the above referenced amend	dment between the Area Agency on Aging of
Palm Beach/Treasure Coast, Inc. and Palm Beach Coun	ty, a political subdivision of the State of Florida,
by and through its Board of County Commissioners. Th	e only exception to this statement would be for
changes in page formatting, due to the differences in ele	ectronic data processing media, which has no
effect on the agreement content.	
1/CBaken	2/7/24
Signature of Provider Representative	´ Dafe
Approved As To Form And Legal Sufficiency	Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptrolle

By:

Deputy Clerk

Approved As To Form And Legal Sufficiency

By: Helene C. Hvizd
Senior Assistant County Attorney

Helene C. Hvizd

This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency", and <u>Palm Beach County</u>, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IC023-9500.

This amendment revises and replaces Attachment XIII, Service Rate Report.

ATTACHMENT XIII of the Standard Agreement, Service Rate Report, is hereby replaced with the following ATTACHMENT XIII.

### ATTACHMENT XIII

#### SERVICE RATE REPORT

#### **DIVISION OF SENIOR AND VETERAN SERVICES** 2023-2024 APPROVED RATES Provider: 29172 Reimbursement Service Code **Program** Service Rate ADCO \$89.80 CCE Adult Day Care - Days Case Aide CA \$28.88 \$25.50 CHO Chore Case Management CM \$49.76 Companionship СОМР \$25.00 CTSI Caregiver Training/Support (I) \$86.12 Emergency Alert Response EAR \$1.04 Chore (Enhanced) **ECHO** CR Emergency Home Delivered Shelf Meals EHDM \$5.10 Pest Control Initiation (Enhanced) **EPECI** CR Counseling (Gerontological) - Individual GECI \$150.00 Home Delivered Meals HDM \$5.10 **HMK** \$25.00 Homemaker Material Aid MATE CR Counseling (Mental Health Counseling/Screening) - Indivi MHSI \$150.00 Medication Management MMI \$70.00 NUCOI Nutrition Counseling - Individual \$82.78 **PECA** \$25.00 Personal Care Pest Control Initiation **PECI** CR Pest Control Maintenance PECM \$58.50 RESF \$11.22 Respite In-Facility Respite In-Home **RESP** \$25.00 Pest Control (Rodent Control) **ROCI** CR SCSM Specialized Medical Equipment, Services & Supplies CR

Updated: 10/13/2023

This amendment is retroactive to October 1, 2023.

Department Director

All provisions in the Agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the Agreement.

This amendment and all of its attachments are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this 3 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.
	nia C. Baker, County Administrator	SIGNED BY:
DATE: « ATTEST: JC	SEPH ABRUZZO, Clerk and Comptroller	NAME:
		TITLE:
	D: <u>59-6000785</u> Ending Date:	DATE:
	o form and legal sufficiency  Helene C. Hvizd  nt County Attorney	
Approved as to	terms and conditions a free Heen	

### **Attestation Statement**

Agreement Number IC023-9500
Amendment Number <u>002</u>
Verdenia C. Baker, County Administrator  I,, 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 of Palm
Beach/Treasure Coast, Inc. and Palm Beach County, a political subdivision of the State of Florida, by and through
its Board of County Commissioners. The only exception to this statement would be for changes in page
formatting, due to the differences in electronic data processing media, which has no effect on the agreement
content.
Signature of Provider Representative  211/24  Date

Approve To Form And
Legal Sufficiency
By:

Senior Assistant County Attorney

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

Attachinery of C

AMENDMENT 002 IH023-9500

This AMENDMENT, entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Agency", and <u>Palm Beach County</u>, a <u>political subdivision of the State of Florida</u>, by and through its Board of County Commissioners, hereinafter referred to as the "Provider" and collectively referred to as the "Parties", amends Agreement IH023-9500.

Additionally, 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 Paragraph II.A.2.b of Attachment I of the Standard Agreement; (8) amends Paragraph II.E.2 of Attachment I of the Standard Agreement; (10) amends Paragraph II.E.7 of Attachment I of the Standard Agreement; (11) amends Paragraph II.E.7 of Attachment I of the Standard Agreement; (12) revises and replaces Attachment II, Financial Compliance Audit: and (13) revises and replaces Attachment VII, Background Screening.

### **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. <u>Background Screening:</u>

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 <u>shall not send any client information via email</u> 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:

### I. SERVICES TO BE PROVIDED

#### A. Definitions of Terms

#### 1. Acronyms

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Assessed Priority Consumer List (APCL)

Adult Protective Services (APS)

Code of Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for Disabled Adults (CCDA)

Community Care for the Elderly (CCE)

Enterprise Client Information and Registration Tracking System (eCIRTS)

Department of Children and Families (DCF)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Home Care for the Elderly (HCE)

Institutional Care Program (ICP)

Instrumental Activities of Daily Living (IADLs)

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

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to the Department's community-based services.

**Area Plan:** A plan developed by the Area Agency on Aging outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. § 3026) 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 in 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 NOI.

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

**NOI:** The Department's established method to communicate to the Agency, Provider, and subcontractor the requirement to perform a specific task or activity in a particular manner. NOIs are located on the Department's website at <a href="https://elderaffairs.org/news-events/">https://elderaffairs.org/news-events/</a>

**Program Highlights**: Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

**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) Paragraph II.A.2.b of Attachment I of the Standard Agreement is hereby amended to read:

c. Aging Out individuals: Individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services transitioning to community-based services provided through the Department when DCF's services are not currently available.

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

## a. Special Subsidy Services

The Providerr shall ensure that the Special Subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies, or equipment needed to maintain the health and well-being of the individual elder. The Special Subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care client/recipient. A Special Subsidy shall be paid to the authorized caregivers when the client is in the home for any part of the month. Special Subsidy services must be performed in accordance with the current DOEA Programs and Services Handbook. Special Subsidy services include the following:

- 1) Adult Day Care
- 2) Adult Day Health Care
- 3) Assurance (Telephone and In-Person)
- 4) Caregiver Training/Support
- 5) Chore
- 6) Chore (Enhanced)
- 7) Congregate Meals
- 8) Congregate Meals Screening
- 9) Counseling (Gerontological)
- 10) Counseling (Mental Health/Screening)
- 11) Education/Training
- 12) Home Health Aide Service
- 13) Homemaker
- 14) Home Delivered Meals
- 15) Housing Improvement
- 16) Information
- 17) Material Aid

- 18) Occupational Therapy
- 19) Other
- 20) Personal Care
- 21) Pest Control
- 22) Physical Therapy
- 23) Respite (Facility Based or In-Home)
- 24) Shopping Assistance
- 25) Skilled Nursing Services
- 26) Specialized Medical Equipment, Services and Supplies
- 27) Speech Therapy
- 28) Transportation

Services that are underlined in Section II.D.1.b above must be a part of the Provider's Service Provider Application and be included in the rate pages.

## (9) 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.

### (10) 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.

### (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 <u>directly</u> 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 10<sup>th</sup> 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 215.9/, 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
- $2 \ CFR \ \S 200 \ Subpart \ F-Audit \ Requirements$
- 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	
			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
To	OTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Home Care for the Elderly	General Revenue	65.001	\$448,935.00
	TOTAL AWARD		\$448,935.00

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).

**ATTESTATION** 

As the duly authorized representative of: Palm Beach	h County Board of Coun	ty Commissioners
,	Employer) Palm Beach, FL 33	3407
Street address Under penalty of perjury, I, Verdenia C. Baker, Count (Name of Rep		Zip Code
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, regard	2/7/24	screening.
Signature of Representative	Date	
DOEA Form 235. Attestation of Compliance - Employer, Effective Form available at: https://elderaffairs.org/about-us/background-saccessing-the-clearinghouse/  Approve As To Form And Docusigned by: Legal Sufficiency By: Senior Assistant County Attorney	ercening/background-screenin Attest: - Clerk o 14 By:	Joseph Abruzzo of the Circuit Court & Comptrolle puty Clerk

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.

Senior Assistant County Attorney

Department Director

Approved as to terms and conditions E Tree

AMENDMENT 002

IH023-9500

IN WITNESS WHEREOF, the parties hereto have caused this 17 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 P. BEACH/TREASURE COAST, INC.	
SIGNED BY:	lbaker	SIGNED BY:	
DATE:	DSEPH ABRUZZO, Clerk and Comptroller	NAME:	2 <sup>*</sup>
BY:		TITLE:	
DATE:	·	DATE:	
Federal Tax Fiscal Year I	ID: <u>59-6000785</u> Ending Date:		
Approved as t	o form and legal sufficiency  Helene C. Hvizd	•	

## **Attestation Statement**

Agreement Number IH023-9500	
Amendment Number <u>002</u>	
I, Verdenia C. Baker, County Administrator	, attest that no changes or revisions have
(Provider Representative)	
been made to the content of the above referenced amenda	ment between the Area Agency on Aging and Palm
Beach County, a political subdivision of the State of Flor	rida, by and through its Board of County Commissioners.
The only exception to this statement would be for change	es in page formatting, due to the differences in electronic
data processing media, which has no effect on the agreen	nent content.
1 abouton	2/7/24
Signature of Provider Representative	Date
Approve To Form And Docusigned by: Legal Sufficiency By:  Senior Assistant County Attorney	Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller By: Deputy Clerk

AMENDMENT 003

Attachment 5 D

This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency", and Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IH023-9500.

This amendment revises and replaces Attachment XIII, Service Rate Report.

ATTACHMENT XIII of the Standard Agreement, Service Rate Report, is hereby replaced with the following ATTACHMENT XIII.

### ATTACHMENT XIII

### SERVICE RATE REPORT

#### **DIVISION OF SENIOR AND VETERAN SERVICES** 2023-2024 APPROVED RATES Provider: 29172 Reimburement **Program** Service Service Code Rate \$89.80 ADCVO HCE Adult Day Care - Days 29172 BASI \$160.00 Basic Subsidy Basic Subsidy - Legacy BASIL CR, CAV Case Aide Vendor \$28.88 Chore-Vendor Payment CHOV \$25.50 Case Management-Vendor Payment CMV \$49.76 \$86.12 Caregiver Training/Support (I) CTSV Chore (Enhanced) - Vendor Payment **ECHV** CR Emergency Home Delivered Shelf Meals **EHDM** \$5.10 Counseling (Gerontological) - Individual GECV \$150.00 Home Delivered Meals-Vendor Payment HDMV \$5.10 \$25.00 Homemaker-Vendor Payment **HMKV** Counseling (Mental Health Counseling/Screening) -MHSV \$150.00 Vendor Personal Care-Vendor Payment **PECV** \$25.00 RESFV Respite In-Facility - Vendor Payment \$11.22 Respite-Vendor Payment **RESV** \$25.00 Specialized Medical Equipment, Services, And Supplies -SCSV CR Vendor Payment

Updated: eCIRTS:

10/13/2023 05/24/2023

This amendment is retroactive to October 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.

IN WITNESS WHEREOF, the Parties hereto have caused this 3 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: Ver	rdenia C. Baker, County Administrator	SIGNED BY:
	OSEPH ABRUZZO, Clerk and Comptroller	NAME:
		TITLE:  DATE:
Federal Tax Fiscal Year I	ID: <u>59-6000785</u> Ending Date:	
	o form and legal sufficiency  Helene C. Hvizd	
Senior Assista	nt County Attorney	
	o terms and conditions  JOMNA E FLOOR  irector FF34EF22BFDF492	
Department D	1100101	

## **Attestation Statement**

Agreement Number IH023-9500	
Amendment Number <u>003</u>	
Verdenia C. Baker, County Administrator	attest that no changes or revisions have
(Provider Representative)	
been made to the content of the above referenced amenda	nent between the Area Agency on Aging of Palm
Beach/Treasure Coast, Inc. and Palm Beach County, a Po	litical subdivision of the State of Florida, by and through
its Board of County Commissioners. The only exception t	to this statement would be for changes in page
formatting, due to the differences in electronic data proces	ssing media, which has no effect on the agreement
content.	
Signature of Provider Representative	2/1/2K/ Date
Approved As To Form Andusigned by: Legal Sufficiency By:  Helene C. Hvizd By:	Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller By:
Senior Assistant County Attorney	Deputy Clerk

AMENDMENT 004



This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency", and Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IA023-9500.

The purpose of this amendment is to revise and replace Attachment IX, Budget Summary.

ATTACHMENT IX of the Standard Agreement, Budget Summary, is hereby replaced with the following ATTACHMENT IX.

## ATTACHMENT IX BUDGET SUMMARY

1	IIIB Support Services	\$2,180,720.00
2	IIIB Transportation	\$350,000.00
3	IIIC1 Congregate Meals	\$861,030.23
4	IIIC2 Home Delivered Meals	\$707,667.14
5	IIIE Caregiver Support Services	\$390,448.00
6	IIIES Caregiver Supplemental Services	\$25,000.00
7	IIIEG Grandparent or Non-Parent Relative Support Service	\$0.00
8	Nutrition Services Incentive Program	\$211,762.00
9	TOTAL	\$4,726,627.37

AMENDMENT 004 IA023-9500

This amendment shall be effective on November 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.

IN WITNESS WHEREOF, the Parties hereto have caused this 3 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:	SIGNED BY:
Verdenia C. Baker, County Administrator  DATE: 47/24	
ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller	NAME:
BY:	TITLE:
DATE:	DATE:
Federal Tax ID: <u>59-000785</u>	
Fiscal Year Ending Date:	
Approved as to form and legal sufficiency	
Helene C. Hvizd Senior Assistant County Atterney	
Approved as to terms and conditions  JOMNA E HULL  Department Director  Department Director	

AMENDMENT 004 IA023-9500

## **Attestation Statement**

Agreement IA023-9500	
Amendment Number <u>004</u>	
I, Verdenia C. Baker, County Administrator , attest the	at no changes or revisions have
(Provider Representative)	
been made to the content of the above referenced amendment bet	ween the Area Agency on Aging of Palm
Beach/Treasure Coast, Inc. and Palm Beach County, a Political st	abdivision of the State of Florida, by and through
its Board of County Commissioners. The only exception to this st	atement would be for changes in page
formatting, due to the differences in electronic data processing me	edia, which has no effect on the agreement
content.	
· Milater	2/7/24
Signature of Provider Representative	Date /
Approved As To Form And Legal Sufficiency Helene C. Hwizd By: Senior Assistant County Attorney	Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller By:
Senior Assistant County Attorney	Deputy Clerk

Page 1 of 1

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER

BGEX - 144 - 121523\*632 BGRV - 144 - 121523\*189

FUND (1006) - DOSS - Administration

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

ACCT.NUMBE	ER ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 2/8/2024	REMAINING BALANCE
REVENUE DOSS-3B								
144 1457 DOSS-C1	3168 Fed Grant Indirect - Human Services	1,415,720	1,661,773	600,000		2,261,773		
144 1458 DOSS-C2	3168 Fed Grant Indirect - Human Services	573,343	1,799,578		300,000	1,499,578		
144 1459	3168 Fed Grant Indirect - Human Services	576,609	1,493,014_		300,000	1,193,014		
Total Rever	nue	17,093,992	19,383,927	600,000	600,000	19,383,927		
EXPENDIT	URE							
DOSS-3B 144 1457	3401 Other Contractual Services	2,265,579	2,323,899	600,000		2,923,899	964,653	1,959,246
DOSS-C1 144 1458 DOSS-C2	3419 Contracted Food	1,349,145	2,449,104		300,000	2,149,104	875,564	1,273,540
144 1459	3419 Contracted Food	1,693,901	2,807,720		300,000	2,507,720	701,317	1,806,403
Total Expe	nditures	17,093,992	19,383,927	600,000	600,000	19,383,927	5,877,725	13,506,202
		Signatures		Date	B	y Board of County	Commissioners	
COMMUNITY SERVICES INITIATING DEPARTMENT/DIVISION James Green		DocuSigned by:	Jomes E Heen		At Meeting on March 12, 2024			
Administration/Budget Department Approval						eputy Clerk to the		<del></del>
OFMB Department - Posted						Soard of County Co	mmissioners	