

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

**Approved By:** \_\_\_\_\_

Assistant County Administrator	Date
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II. FISCAL IMPACT ANALYSIS

Five-Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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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 1458/1459 Object Var Program Code Var Program Period Var.

Recommended Sources of Funds/Summary of Fiscal Impact:  
The funding source is Federal. No additional County match is required.

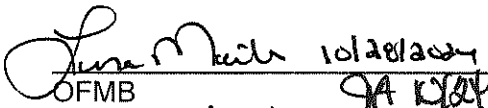
We anticipate a decrease of \$42,000 in Operating costs, a decrease of \$42,000 in External Revenue, and a \$0 NET FISCAL IMPACT in FY24.

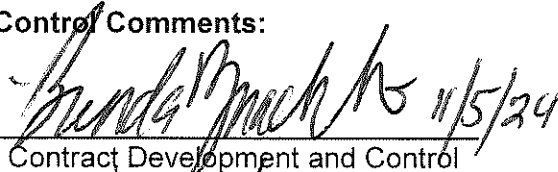
Total Funding	1458	1459	Total
Funds	C1	C2	Funds
Grant	0	0	0
Match (10%)	0	0	0
NSIP	(44,737)	2,737	(42,000)
Program Income	0	0	0
Addnl. County Funds	0	0	0
Total	(44,737)	2,737	(42,000)

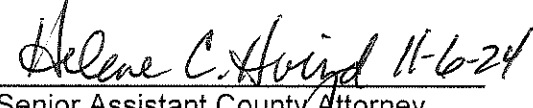
Departmental Fiscal Review:   
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

 10/28/24  
OFMB  
10/28  
10-25-24

 11/5/24  
Contract Development and Control  
11/1/24

B. Legal Sufficiency:  
 11-6-24  
Senior Assistant County Attorney

C. Other Department Review:  
  
\_\_\_\_\_  
Department Director

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

AMENDMENT 003

IA024-9500

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 IA024-9500.

The purpose of this amendment is to decrease the overall total funding for the period January 1, 2024 through December 31, 2024 by \$42,000.00. Additionally, this amendment (1) amends Paragraph 4, of the Standard Agreement; (2) revises and replaces Attachment II, Exhibit 2, Funding Summary; and (3) revises and replaces Attachment IX, Budget Summary.

**(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 \$3,477,303.00 subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

(2) ATTACHMENT II – Exhibit 2, Funding Summary, of the Standard Agreement is hereby 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:**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title III B - Support Services	U.S. Health and Human Services	93.044	\$1,271,300.00
Older Americans Act Title III B -2023 Carry Forward	U.S. Health and Human Services Carry Forward	93.044	\$200,000.00
Older Americans Act Title III C1 -Congregate Meals	U.S. Health and Human Services	93.045	\$726,530.00
Older Americans Act Title III C1 -2023 Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0.00
Older Americans Act Title III C2 -Home Delivered Meals	U.S. Health and Human Services	93.045	\$822,153.00
Older Americans Act Title III C2 -2023 Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0.00
Older Americans Act Title III E -Caregiver Support Services	U.S. Health and Human Services	93.052	\$176,000.00
Older Americans Act Title III E – 2023 Carry Forward	U.S. Health and Human Services Carry Forward	93.052	\$130,000.00
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$151,320.00
<b>TOTAL FEDERAL AWARD</b>			<b>\$3,477,303.00</b>

**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
<b>TOTAL STATE AWARD</b>			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
<b>TOTAL AWARD</b>			

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

**ATTACHMENT IX  
BUDGET SUMMARY**

1	IIIB Support Services	\$1,121,300.00
2	IIIB Transportation	\$350,000.00
3	IIIC1 Congregate Meals	\$726,530.00
4	IIIC2 Home Delivered Meals	\$822,153.00
5	IIIE Caregiver Support Services	\$286,000.00
6	IIIES Caregiver Supplemental Services	\$20,000.00
7	IIIEG Grandparent or Non-Parent Relative Support Service	\$0.00
8	Nutrition Services Incentive Program	\$151,320.00
9	TOTAL	\$3,477,303.00

This amendment is retroactive to September 1, 2024.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this 7 page amendment to be executed by their officials there unto duly authorized.

**Provider:** **Palm Beach County, a political  
subdivision of the State of Florida, by  
and through its Board of County  
Commissioners**

**AREA AGENCY ON AGING OF PALM  
BEACH/TREASURE COAST, INC.**

SIGNED

BY: \_\_\_\_\_  
Maria Sachs, 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

By: \_\_\_\_\_  
County Attorney

Approved as to terms and conditions

\_\_\_\_\_  
Department Director



**Attestation Statement**

Agreement Number IA024-9500

Amendment Number 003

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

\_\_\_\_\_  
Date

AMENDMENT 001

IC024-9500

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 IC024-9500.

This amendment (1) amends Paragraph 6.6 of the Standard Agreement; (2) amends Paragraph 8 of the Standard Agreement; (3) adds Paragraph 8.2 to the Standard Agreement; (4) amends Paragraph 12.4 of the Standard Agreement; (5) amends Paragraph 26 of the Standard Agreement; (6) amends Paragraph 49 of the Standard Agreement; (7) amends Paragraph I.A.2 of Attachment I of the Standard Agreement; (8) amends Paragraph III.E of Attachment I of the Standard Agreement; (9) amends Paragraph IV.D of Attachment I of the Standard Agreement; (10) amends Paragraph IV.G.3 of Attachment I of the Standard Agreement; (11) adds Paragraph IV.G.4 to Attachment I of the Standard Agreement; and (12) adds Attachment VII-A Attachment VII-A, Attestation of Compliance – Background Screening Program User, to the Standard Agreement.

**(1) Paragraph 6.6 of the Standard Agreement is hereby amended to read:**

**6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116 and Section 448.095 (5) F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens.

**(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 and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. 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 8.2 is hereby added to the Standard Agreement.**

The Provider shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**(4) Paragraph 12.4 of the Standard Agreement is hereby amended to read:**

**12.4** If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of the Agreement and denial of further assistance.

**(5) Paragraph 26 of the Standard Agreement is hereby amended to read:**

**26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its subcontractors, are independent contractors and are not employees of the Agency and that they shall not hold themselves out as employees or agents of the Agency or Department without prior specific authorization from the Agency or Department. It is the further intent and understanding of the Parties that the Agency does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

**(6) Paragraph 49 of the Standard Agreement is hereby amended to read:**

**49. Renegotiations of Modifications:**

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operation budget.

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

**2. Program Specific Terms**

**Adult Protective Services Referral Tracking Tool (ARTT):** A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to DOE'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 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 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 that receive funding from DOEA-funded programs or provide program-funded services. An annual update is provided through a NOI.

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

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**NOI:** DOEA's 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 DOEA website at <http://elderaffairs.state.fl.us/doea/nois.php>.

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

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

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

**E. eCIRTS Data Entries for Providers**

The Provider will enter all required data for clients and services in the ECIRTS database per the DOEA Program and Services Handbook, the DOEA eCIRTS Policy guidelines for clients and services, and the Florida ECIRTS Training Manual located at <https://elderaffairs.org/ecirts-learning-phase1/>. Data will be entered into ECIRTS before the Provider submits their request for payment and expenditure reports to the Agency. ECIRTS data for services received must be entered into ECIRTS by the 10<sup>th</sup> day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into ECIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**(9) Paragraph IV.D of Attachment I of the Standard Agreement is hereby amended to read:**

**D. Investigation of Criminal Allegations:**

Any report that implies criminal intent 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.

**(10) Paragraph IV.G.3 of Attachment I of the Standard Agreement is hereby amended to read:**

3. No additional services may be added or rates increased before October 1, 2024.

**(11) Paragraph IV.G.4 is hereby added to Attachment I of the Standard Agreement.**

4. Service Providers cannot add new services unless approved in advance by the Departments Contract Manager.

- (12) **Attachment VII-A, Attestation of Compliance – Background Screening Program User, is hereby added to the Agreement.**

**ATTACHMENT VII-A  
DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to [doeanetwork@elderaffairs.org](mailto:doeanetwork@elderaffairs.org).**

**ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER**

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/>

**ATTESTATION**

As an employee of: \_\_\_\_\_  
(Name of Employer)

Located at: \_\_\_\_\_  
Street address                      City                      State                      Zip Code

Under penalty of perjury, I, \_\_\_\_\_  
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

This amendment is retroactive to July 1, 2024.

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 9 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: \_\_\_\_\_  
Maria Sachs, 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

By: \_\_\_\_\_  
County Attorney

Approved as to terms and conditions

\_\_\_\_\_  
Department Director

**Attestation Statement**

Agreement Number IC024-9500

Amendment Number 001

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 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

AMENDMENT 001

IZ024-9500

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 IZ024-9500.

This amendment (1) amends Paragraph 6.6 of the Standard Agreement; (2) amends Paragraph 8 of the Standard Agreement; (3) adds Paragraph 8.2 to the Standard Agreement; (4) amends Paragraph 12.4 of the Standard Agreement; (5) amends Paragraph 26 of the Standard Agreement; (6) amends Paragraph 49 of the Standard Agreement; (7) amends Paragraph III.D of Attachment I of the Standard Agreement; (8) amends Paragraph III.E of Attachment I of the Standard Agreement; (9) amends Paragraph IV.G.3 of Attachment I of the Standard Agreement; (10) adds Paragraph IV.G.4 to Attachment I of the Standard Agreement; and (11) adds Attachment VII-A Attachment VII-A, Attestation of Compliance – Background Screening Program User, to the Standard Agreement.

**(1) Paragraph 6.6 of the Standard Agreement is hereby amended to read:**

**6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116 and Section 448.095 (5) F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens.

**(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 and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. 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 8.2 is hereby added to the Standard Agreement.**

The Provider shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**(4) Paragraph 12.4 of the Standard Agreement is hereby amended to read:**

**12.4** If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of the Agreement and denial of further assistance.

**(5) Paragraph 26 of the Standard Agreement is hereby amended to read:****26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its subcontractors, are independent contractors and are not employees of the Agency and that they shall not hold themselves out as employees or agents of the Agency or Department without prior specific authorization from the Agency or Department. It is the further intent and understanding of the Parties that the Agency does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

**(6) Paragraph 49 of the Standard Agreement is hereby amended to read:****49. Renegotiations of Modifications:**

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operation budget.

**(7) Paragraph III.D of Attachment I of the Standard Agreement is hereby amended to read:****D. Date for Final Request for Payment**

The final request for payment will be due to the Agency not later than August 5, 2025.

**(8) Paragraph III.E of Attachment I of the Standard Agreement is hereby amended to read:****E. eCIRTS Data Entries for Providers**

The Provider will enter all required data for clients and services in the ECIRTS database per the DOEA Program and Services Handbook, the DOEA eCIRTS Policy guidelines for clients and services, and the Florida ECIRTS Training Manual located at <https://elderaffairs.org/ecirts-learning-phase1/>. Data will be entered into ECIRTS before the Provider submits their request for

payment and expenditure reports to the Agency. ECIRTS data for services received must be entered into ECIRTS by the 10<sup>th</sup> day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into ECIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**(9) Paragraph IV.G.3 of Attachment I of the Standard Agreement is hereby amended to read:**

3. No additional services may be added or rates increased before October 1, 2024.

**(10) Paragraph IV.G.4 is hereby added to Attachment I of the Standard Agreement.**

4. Service Providers cannot add new services unless approved in advance by the Departments Contract Manager.

- (11) **Attachment VII-A, Attestation of Compliance – Background Screening Program User, is hereby added to the Agreement.**

**ATTACHMENT VII-A  
DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to [doeanetwork@elderaffairs.org](mailto:doeanetwork@elderaffairs.org).**

**ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER**

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/>

**ATTESTATION**

As an employee of: \_\_\_\_\_  
(Name of Employer)

Located at: \_\_\_\_\_  
Street address                      City                      State                      Zip Code

Under penalty of perjury, I, \_\_\_\_\_  
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.

\_\_\_\_\_  
Signature of Employee                      Date

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/>

This amendment is retroactive to July 1, 2024.

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 8 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: \_\_\_\_\_  
Maria Sachs, 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

By: \_\_\_\_\_

County Attorney

Approved as to terms and conditions

\_\_\_\_\_

Department Director

**Attestation Statement**

Agreement Number IZ024-9500

Amendment Number 001

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 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

AMENDMENT 001

IH024-9500

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 IH024-9500.

This amendment (1) amends Paragraph 6.6 of the Standard Agreement; (2) amends Paragraph 8 of the Standard Agreement; (3) adds Paragraph 8.2 to the Standard Agreement; (4) amends Paragraph 12.4 of the Standard Agreement; (5) amends Paragraph 26 of the Standard Agreement; (6) amends Paragraph 49 of the Standard Agreement; (7) amends Paragraph III.E of Attachment I of the Standard Agreement; (8) amends Paragraph IV.D of Attachment I of the Standard Agreement; (9) amends Paragraph IV.G.3 of Attachment I of the Standard Agreement; (10) adds Paragraph IV.G.4 to Attachment I of the Standard Agreement; and (11) adds Attachment VII-A Attachment VII-A, Attestation of Compliance – Background Screening Program User, to the Standard Agreement.

**(1) Paragraph 6.6 of the Standard Agreement is hereby amended to read:**

**6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number11-116 and Section 448.095 (5) F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens.

**(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 and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. 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 8.2 is hereby added to the Standard Agreement.**

The Provider shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**(4) Paragraph 12.4 of the Standard Agreement is hereby amended to read:**

**12.4** If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of the Agreement and denial of further assistance.

**(5) Paragraph 26 of the Standard Agreement is hereby amended to read:**

**26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its subcontractors, are independent contractors and are not employees of the Agency and that they shall not hold themselves out as employees or agents of the Agency or Department without prior specific authorization from the Agency or Department. It is the further intent and understanding of the Parties that the Agency does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

**(6) Paragraph 49 of the Standard Agreement is hereby amended to read:**

**49. Renegotiations of Modifications:**

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operation budget.

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

**E. eCIRTS Data Entries for Providers**

The Provider will enter all required data for clients and services in the ECIRTS database per the DOEA Program and Services Handbook, the DOEA eCIRTS Policy guidelines for clients and services, and the Florida ECIRTS Training Manual located at <https://elderaffairs.org/ecirts-learning-phase1/>. Data will be entered into ECIRTS before the Provider submits their request for payment and expenditure reports to the Agency. ECIRTS data for services received must be entered into ECIRTS by the 10<sup>th</sup> day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or

vendors no later than 30 days after services stopped. Once entered into ECIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**(8) Paragraph IV.D of Attachment I of the Standard Agreement is hereby amended to read:**

**D. Investigation of Criminal Allegations:**

Any report that implies criminal intent 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.

**(9) Paragraph IV.G.3 of Attachment I of the Standard Agreement is hereby amended to read:**

3. No additional services may be added or rates increased before October 1, 2024.

**(10) Paragraph IV.G.4 is hereby added to Attachment I of the Standard Agreement.**

4. Service Providers cannot add new services unless approved in advance by the Departments Contract Manager.

- (11) Attachment VII-A, Attestation of Compliance – Background Screening Program User, is hereby added to the Agreement.

**ATTACHMENT VII-A  
DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to [doeanetwork@elderaffairs.org](mailto:doeanetwork@elderaffairs.org).**

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<p style="text-align: center;"><b><u>ATTESTATION</u></b></p>				
<p>As an employee of: _____ (Name of Employer)</p>				
<p>Located at: _____ Street address                      City                      State                      Zip Code</p>				
<p>Under penalty of perjury, I, _____ (Name of Employee who has Signed the Provider User Registration Agreement)</p>				
<p>hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.</p>				
<p>_____ Signature of Employee</p>			<p>_____ Date</p>	

This amendment is retroactive to July 1, 2024.

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 IH024-9500  
IN WITNESS WHEREOF, the parties hereto have caused this 8 page Amendment to be executed by their  
officials there unto duly authorized.

<b>Provider:</b>	<b>Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners</b>	<b>AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.</b>
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SIGNED BY: _____ Maria Sachs, Mayor	SIGNED BY: _____
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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

By: \_\_\_\_\_  
      County Attorney

Approved as to terms and conditions  
\_\_\_\_\_  
Department Director

Attestation Statement

Agreement Number IH024-9500

Amendment Number 001

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 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

24-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX 144 - 100724\*87

BGRV 144 - 100724\*14

FUND FUND (1006) - DOSS - Administration

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/07/24	REMAINING BALANCE
<b>REVENUES</b>									
144-1458-3162	Physical Health & Nutrition	DOSS-C1	95,293	150,367	0	44,737	105,630	80,310	25,320
144-1459-3162	Physical Health & Nutrition	DOSS-C2	116,469	126,502	2,737	0	129,239	129,239	0
Total Fund Revenues			17,093,992	24,654,078	2,737	44,737	24,612,078		
<b>EXPENDITURES</b>									
144-1458-3419	Contracted Food	DOSS-C1	1,349,145	2,104,104	0	44,737	2,059,367	747,888	1,311,479
144-1459-3419	Contracted Food	DOSS-C2	1,693,901	2,507,720	2,737	0	2,510,457	1,113,206	1,397,251
Total Fund Expenditures			17,093,992	24,654,078	2,737	44,737	24,612,078	15,146,366	9,465,712

SIGNATURES



Initiating Department/Division

DATES

10/23/24

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 11/19/2024

Deputy Clerk to the  
Board of County Commissioners