

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: April 1, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment #001 to Standard Agreement No. IA025-9500 for the Older Americans Act (OAA) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period January 1, 2025 through December 31, 2025, to amend, revise, and replace portions of the Standard Agreement, to provide in-home and community-based services to seniors, with no change to the total grant amount of \$3,206,940.

Summary: This Amendment to Standard Agreement (Catalog of Federal Domestic Assistance (CFDA 93.044, 93.045, and 93.052) allows the Division of Senior and Veteran Services (DSVS) to continue providing services under OAA Titles 3B (supportive services), C1 (congregate meals), C2 (home-delivered meals), and 3E (caregiver support services) to eligible older adults aged 60 and older, as well as their caregivers. The congregate meal program provides meals and nutrition education in community settings, such as senior centers and other public and private facilities. The home-delivered meal program provides meals and nutrition education to homebound older adults. In Fiscal Year (FY) 2024, 370 clients were provided supportive services, 1,994 clients received congregate meals, 345 clients received home-delivered meals and 20 clients received caregiver support services.

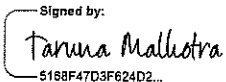
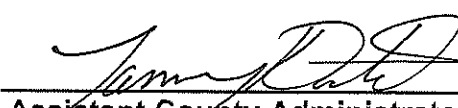
In FY 2025, 371 clients are projected to receive supportive services, 1,980 clients are projected to receive congregate meals, 390 clients are projected to receive home-delivered meals, and 18 clients are projected to receive caregiver support services.

DSVS has been receiving this grant since FY 1977. The number of older adults served is based on the amount of the grant and the needs of the clients. **No additional County match is required.** DSVS is responsible for providing services north of Hypoluxo Road, covering all districts except for Districts 2, 4, 5, and 7 south of Hypoluxo Rd. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Road. Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (HH)

Background and Justification: OAA Funds are used to provide various in-home and community-based services to eligible older adults aged 60 and older, as well as their caregivers, helping preserve their independence and defer the need for more costly institutional care.

Attachments:

1. Amendment 001 to Standard Agreement No. IA025-9500
- =====

Recommended By:	<div>Signed by:  5158F47D3F624D2...</div>	3/4/2025
	Department Director	Date
Approved By:		3/18/25
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. 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					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?

Yes ☐

No ☒

Does this item include the use of federal funds

Yes ☐

No ☒

Does this item include the use of state funds?

Yes ☐

No ☒

Budget Account No.:
Fund Dept. Unit Object Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No fiscal impact.

C. Departmental Fiscal Review:

Signed by:

Julie Dowe

94174C458ABC424...

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

3/5/2025

OFMB

3/4

3-4-25

3/5

3/6/25

Contract Development and Control

763.6125

B. Legal Sufficiency:

Debra C. Hering 3-13-25

County Attorney

C. Other Department Review:

Department Director

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

This AMENDMENT entered into by the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Provider", and collectively referred to as "Parties" amends Agreement IA025-9500.

This amendment (1) amends Paragraph 6.6 of the Standard Agreement; (2) amends Paragraph 8 of the Standard Agreement; (3) amends Paragraph 16 of the Standard Agreement; (4) amends Paragraph 30.1 of the Standard Agreement; (5) amends Paragraph 31 of the Standard Agreement; (6) amends Paragraph I.A.1 of Attachment I of the Standard Agreement; (7) adds item xxv to Paragraph II.D.1.e of Attachment I of the Standard Agreement; (8) amends Paragraph IV.D.1 of Attachment I of the Standard Agreement; (9) amends Attachment II Audits Part I of the Standard Agreement; and (10) amends Attachment II Audits Part II of 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 related 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 shall provide an affidavit to the Agency contact 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:

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. 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 be fully liable for, and fully indemnify, defend, and hold harmless the Agency and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses including attorney's fees arising out of or resulting from any acts, actions, breaches, neglect or omissions, including personal injury and/or damage to property, related to the execution of this Agreement, any subcontracts or the performance of the services caused in whole or part by the Provider. 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 30.1 of the Standard Agreement is hereby amended to read:

30.1 Social Media Defined. The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

(5) Paragraph 31 of the Standard Agreement is hereby amended to read:

31. Conflict of Interest:

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, might be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award. The Provider's or subcontractor's, officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

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

1. Agreement Acronyms

Area Agency on Aging (AAA)

Activities of Daily Living (ADL)

Administration on Aging (AoA)

Administration on Community Living (ACL)

Assessed Priority Consumer List (APCL)

Adult Protective Services (APS)
Enterprise Client Information and Registration Tracking
System (eECIRTS)
Chronic Disease Self-Management Education (CDSME)
Chronic Disease Self-Management Program (CDSMP)
Community Care Service Area (CCSA)
Dietary Reference Intake (DRI)
Evidence-Based Disease Prevention and Health Promotion (EBDPHP)
Florida Department of Business and Professional Regulations (DBPR)
Florida Department of Elder Affairs (DOEA or Department)
Florida Department of Health (DOH)
Inform USA
Information and Referral (I & R)
Instrumental Activities of Daily Living (IADL)
National Council on Aging (NCOA)
Nutrition Services Incentive Program (NSIP)
Older Americans Act (OAA)
Planning and Service Area (PSA)
State of Florida (State)
Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)
United States Department of Agriculture (USDA)
United States Department of Health and Human Services (USDHHS)

(7) xxv is hereby added to Paragraph II.D.1.e of Attachment I of the Standard Agreement.

xxv. Recreation Materials

(8) Paragraph IV.D.1 of Attachment I of the Standard Agreement is hereby amended to read:

D. Incident Reporting

1. The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or any subcontractor's ability to perform the services required to be performed under this Agreement, or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The email notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation.

The plan must detail the Provider's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following the submission of the plan, the Provider is expected to provide the Agency updates in a frequency determined by the Agency as appropriate until the incident is resolved. Examples of reportable conditions may include, but are not limited to:

- a. Proposed client terminations
- b. Service quality or service delivery problems
- c. Contract non-compliance;
- d. Provider or subcontractor financial concerns and/or difficulties.

**(9) ATTACHMENT II AUDITS PART I of the Standard Agreement is hereby replaced with the following
ATTACHMENT II AUDITS PART I.**

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 \$1,000,000.00 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 \$1,000,000.00 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 \$1,000,000.00 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.

(10) ATTACHMENT II AUDITS PART II of the Standard Agreement is hereby replaced with the following ATTACHMENT II AUDITS PART II.

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 \$1,000,000.00 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 \$1,000,000.00 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 \$1,000,000.00 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.

This amendment is retroactive to January 1, 2025.

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 G. Marino, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller NAME: _____

BY: _____

TITLE: _____

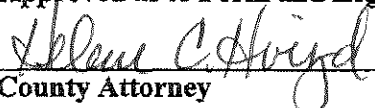
DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date: _____


Approved as to Form and Legal Sufficiency



County Attorney

Approved as to Terms and Conditions

Signed by:



5168F47D3F624D2...

Department Director

Attestation Statement

Agreement Number IA025-9500

Amendment Number 001

I, Maria G. Marino 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

Approved as to Form and Legal Sufficiency

By: *Helene C. Hryzd*
 County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
 Deputy Clerk