

Agenda Item #: 3E - 1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2025

[X] Consent

[1 Regular

Ordinance

☐ Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services
Division of Senior and Veteran Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A)** Emergency Home Energy Assistance for the Elderly Program (EHEAP) Intake Center Referral Agreement No. IP025-9500 (EHEAP Agreement) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period of July 1, 2025 through May 31, 2026, in an amount not to exceed \$20,800, to meet the energy needs of seniors;
- B)** Amendment #001 to Standard Agreement No. IZ025-9500 for the Alzheimer's Disease Initiative (ADI) with the AAA (ADI Agreement), for the period of July 1, 2025 through June 30, 2026, to amend, revise and replace portions of the Standard Agreement to assist seniors and caregivers by providing in-home services that help seniors live independently, with no change to the total grant amount of \$2,540,010; and
- C)** an upward Budget Amendment of \$1,191 in Fiscal Year (FY) 2025 in the Division of Senior and Veteran Services (DSVS) Administration Fund to align the budget with the actual grant award.

Summary: Under the EHEAP Agreement (Catalog of Federal Domestic Assistance (CFDA) Assistance Listing No. 93.568), eligible seniors experiencing a home energy emergency may receive crisis assistance benefits not to exceed \$500 per quarter. The EHEAP program services are funded for FY 2024-2025 with \$20,785 in federal funds. In FY 2021-2024, the EHEAP award totaled \$62,458 and served 540 seniors through 2,367 applications. For FY 2024-2025, it is proposed that 700 seniors will be served. The DSVS has been receiving these grants since 2003. **(Continued on Page 3)**

Attachments:

1. 2025 -2026 EHEAP Intake Center Referral Agreement No. IP025-9500
2. ADI Amendment 001 to Standard Agreement IZ025-9500
3. Budget amendment

Recommended By:

Signed by:
James Green
F848D58B0CEE433

9/9/2025

Department Director

Date _____

Approved By:

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	14,976				
External Revenue	(14,976)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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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 X No _____

Budget Account No.:
Fund 1006 Dept 144 Unit 1483 Object 3401 Program Code Var Program Period Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding sources are Federal. No additional County funds are needed.

We anticipate a \$5,824 increase in Operating Cost, a \$5,824 increase in External Revenue, and a \$0 NET FISCAL IMPACT in FY 2025.

Total Funding	1483
Funds	EH
Grant	20,800
Match (10%)	0
NSIP	0
Program Income	0
Addnl. County Funds	0
Total	20,800

DocuSigned by:
Julie Dowe
05AC8C7CC5BC4A4

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

III. REVIEW COMMENTS

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

Lin Mante 9/18/2025 Theresa Smith 9/9/25
OFMB KL 9/5 MT 9/4 Contract Development and Control 2025-2-25
per 9/5

B. Legal Sufficiency:

Michael 9/15/2025
County Attorney

C. Other Department Review:

Department Director

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

Summary (Continued from Page 1): Under the ADI Agreement (Catalog of State Financial Assistance (CSFA) 65.004), seniors are provided with case management, in-home, and facility-based respite services. In FY 2024-2025, ADI program services are funded with \$2,353,295 in state funds and \$42,111 in program income funds. In FY 2023-2024, the ADI award totaled \$2,341,712 and served 110 clients, providing 1,244 hours of case management and 81,122 hours of in-home services. For FY 2024-2025, it is proposed that 111 seniors will be served. **No additional County match is required.**

The Budget Amendment is necessary to align the County's budget with the actual grant awards. DSVS is responsible for providing services north of Hypoluxo Road. The service area excludes portions of Districts 2, 4, 5, and 7 that are located south of Hypoluxo Road. The Volen Center, Inc. is responsible for providing services in the excluded areas. Countywide, except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (JBR)

Background and Justification: EHEAP promotes the development of a coordinated service delivery system to meet the energy needs of seniors. It enables eligible participants to conveniently access assistance by visiting the intake center closest to their place of residence.

The ADI program assists seniors afflicted with Alzheimer's disease and other forms of dementia, as well as their caregivers, by providing services designed to help them live independently in their own homes.

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAP)
INTAKE CENTER REFERRAL AGREEMENT

This Referral Agreement between the **Area Agency on Aging of Palm Beach/Treasure Coast, Inc.** (Agency) and **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** (Intake Center). This referral agreement is in effect for a period of time that is equal to the Intake Center's voluntary enrollment period in the EHEAP program. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the energy needs of the aged. Another purpose of this agreement is to enable eligible elderly participants to access the EHEAP program in a convenient manner by going to the intake center nearest to their place of residence. Both parties agree to and will treat each participant with dignity and respect.

1. Objectives

- 1.1 To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- 1.2 To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to EHEAP benefits and share appropriate information so duplication may not occur.
- 1.3 To establish an effective working relationship between the Intake Center responsible for the initial assessment and verification of need, and the Agency that is responsible for management and oversight of the EHEAP program.

2. Term of Agreement

- 2.1 This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time July 1, 2025, and shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time May 31, 2026. This Agreement is effective the date of the last signature.

3. Under this Agreement, the Intake Center agrees to the following:

- 3.1 To accept referrals at large from any elderly individuals in the community experiencing an energy emergency crisis and in need of assistance.
- 3.2 To provide quality service(s) to the EHEAP applicant.
- 3.3 To obtain all documentation required under EHEAP guidelines in order to establish that an energy crisis exists and that the applicant meets all pertinent eligibility requirements.
- 3.4 To maintain the EHEAP applicant's confidentiality according to 42 CFR 431.301.
- 3.5 To provide bi-weekly a transmittal report detailing assistance to the Fiscal Manager at the Agency.
- 3.6 To adhere to the requirements and the policies and procedures where applicable outlined in the LIHEAP Manual and the attached Emergency Home Energy Assistance Standard Agreement.
- 3.7 Any Intake Center staff receiving and/or assisting with EHEAP applications are paid from non-federal resources.
- 3.8 The Intake Center agrees to maintain all information on case approval and processing for a period of six years.
- 3.9 The Intake Center will submit an invoice monthly for the number of cases served with EHEAP funds, the number of cases served by referral to other community resources for energy assistance, and the number of cases ineligible or denied crisis assistance.
- 3.10 The Intake Center shall provide quarterly a EHEAP Outreach Activity Report which shall consist of the following:

- a. Date;
 - b. County;
 - c. Location Address;
 - d. Description of Activity; and
 - e. Name and Position of Staff.
- 3.11 Invoicing and payments will be governed in accordance with the provisions of Section 215.422, F.S.
- 3.12 The Intake Center shall submit requests for payment to the Agency on Agency-approved forms.

4. Under this Agreement, the Agency agrees to the following:

- 4.1 To oversee the processing of all requests for assistance on behalf of eligible elderly individuals.
- 4.2 To provide technical assistance and training to the Intake Center.
- 4.3 To transmit payment to the utility vendor within seven days of the transmittal from the Intake Center.
- 4.4 Provide a schedule for submission of invoices at least once per year.
- 4.5 Provide a schedule of initial funding from 07/01/2025 to 05/31/2026.
- 4.6 Notify the Intake Center of the when a change occurs to the following items:
 - EHEAP Fiscal Year
 - Number of crisis payments allowed
 - Benefit amount limit per year
 - Administrative reimbursement allowance

5. Payment Method Used

5.1 Unit Rate

- a. The method of payment for this Agreement is a combination of Fixed-Fee/Unit Rate, and Cost Reimbursement, subject to the availability of funds.
- b. The Agency will pay the Intake Center an initial rate of \$31.74 per EHEAP application intake.
- c. The rate may be adjusted annually through the unit cost methodology process.

5.2 Cost Reimbursement

- a. Payment shall only be for Administrative Costs, per the limits established by the Agency.

6. 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.

Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening>

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 Department within sixty (60) days of execution of this contract for each background screening program user and annually thereafter, within forty-five (45) days of the contract anniversary date.

7. Termination

In the event this agreement is terminated, the Intake Center agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

7.1 Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7.2 Termination for Breach

Unless a breach is waived by the Agency in writing, or the parties fail to cure the breach within the time specified by the Agency, the Agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

EHEAP Intake Referral Agreement No. IP025-9500

CFDA #93.568

In witness whereof, the parties have caused this 4 page agreement to be executed by their undersigned officials as 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: MICHAEL A. CARUSO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

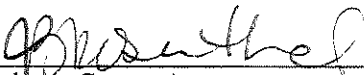
DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

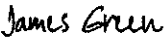
Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency


Assistant County Attorney

Approved as to terms and conditions

Signed by:


James Green

FB4BD58B0CEE433...

Department Director

Tony Moore

From: Holly Vath <HVath@aaapbtc.org>
Sent: Tuesday, July 22, 2025 1:44 PM
To: Tony Moore
Cc: Nancy Yarnall
Subject: EHEAP Allocation
Attachments: DSVS EHEAP Budget Summary 07-01-2025.pdf

This Message Is From an External Sender
This message came from outside your organization.

Attached is the DSVS EHEAP Budget Summary. Note: currently the funding ends May 31, 2026.

Holly Vath, CFE, CGFO, MPA, MSI
Chief Financial Officer
Area Agency on Aging Palm Beach/Treasure Coast
4400 N Congress Avenue, Ste. 250
West Palm Beach, FL 33407
Office: (561) 214-8601
Override



Division of Senior and Veterans Services
Budget Summary
Effective 07/01/2025

EHEAP	Intake	Admin	Crisis	Total
07/01/2025-05/31/2026	16,000.00	4,800.00	225,000.00	245,800.00

Revised: 7/22/2025

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 IZ025-9500.

This amendment (1) amends Paragraph 6.1.4 of the Standard Agreement; (2) amends Paragraph 6.6 of the Standard Agreement; (3) amends Paragraph 8 of the Standard Agreement; (4) amends Paragraph 10.1.2 of the Standard Agreement; (5) amends Paragraph 16 of the Standard Agreement; (6) amends Paragraph 20.1 of the Standard Agreement; (7) amends Paragraph 30.2 of the Standard Agreement; (8) amends Paragraph 30.4 of the Standard Agreement; (9) amends Paragraph 49 of the Standard Agreement; (10) amends Paragraph I.A.2 of Attachment I of the Standard Agreement; (11) amends Paragraph I.B.4 of Attachment I of the Standard Agreement; (12) amends Paragraph I.C.2.c of Attachment I of the Standard Agreement; (13) amends Paragraph II.D.1.c of Attachment I of the Standard Agreement; (14) amends Paragraph II.J.1 of Attachment I of the Standard Agreement; (15) amends Paragraph III.E of Attachment I of the Standard Agreement; (16) revises and replaces Attachment II, Financial and Compliance Audit, Audits Part I: Federally Funded; (17) revises and replaces Attachment III, Certifications and Assurances; and (18) revises and replaces Attachment IV, Assurances – Non-Construction Programs.

STANDARD AGREEMENT:

(1) Paragraph 6.1.4 of the Standard Agreement is hereby amended to read:

6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

(2) 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 is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens.

(3) 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. 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.

(4) Paragraph 10.1.2 of the Standard Agreement is hereby amended to read:

10.1.2 Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Agency.

(5) 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 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 execution of this contract, any subcontracts or the performance of 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.

(6) Paragraph 20.1 of the Standard Agreement is hereby amended to read:

20.1 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's or subcontractors ability to perform the services required to be performed under this Agreement and in authorizing proviso. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow which shall include the Provider's plan for provision of services authorized in proviso. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

- 1) Proposed client terminations;
- 2) Service quality or service delivery problems;
- 3) Contract non-compliance;
- 4) Provider or subcontractor financial concerns and/or difficulties.

(7) Paragraph 30.2 of the Standard Agreement is hereby amended to read:

30.2 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.

(8) Paragraph 30.4 of the Standard Agreement is hereby amended to read:

30.4 Application to DOEA and Provider's Equipment. This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

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

49. Amendment or Modification:

Amendment or modification 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.

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

2. Program-Specific Terms

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

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

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

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

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

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

NOI: 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 used to demonstrate how programs and services help elders, families, and caregivers.

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

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

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

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

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

(11) Paragraph I.B.4 of Attachment I of the Standard Agreement is hereby amended to read:

4. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of ADI Program. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOE Handbook, and the Provider agrees to accept all such amendments and revisions via notification from the Department.

(12) Paragraph I.C.2.c of Attachment I of the Standard Agreement is hereby amended to read:

- c. Clients cannot be dually enrolled in the ADI Program and any Medicaid capitated long-term care program.

(13) Paragraph II.D.1,c of Attachment I of the Standard Agreement is hereby amended to read:

- c. The Provider shall maintain coordination with the MDCs, the Alzheimer's Disease and Related Disorders Brain Research Bank, and all other components of the Alzheimer's Disease Initiative, as well as Silver Alert, in the designated Community Care Service Area. In accordance with x.430.5025 F.S., the Memory Disorder Clinics (MDCs) shall provide three (3) hours of annual in-service training to all respite, in-facility respite and adult day care center staff within their designated service areas in person or virtually. MDCs shall plan and develop service-related research projects with adult day care centers and respite providers. The Provider shall respond to requests for statistical data concerning its consumers, based on information requirements of the MDCs and the Brain Bank, and assist the MDCs in carrying out Silver Alert protocol activities.

(14) Paragraph II.J.1 of Attachment I of the Standard Agreement is hereby amended to read:

1. Service Delivery Location

Services will be provided as needed in locations determined by Provider that best meets client's immediate needs. For Adult Day Care, Adult Day Health Care, Respite (Facility-Based), and Respite (In-Facility, Specialized Alzheimer's Services) the Provider must notify the Program Compliance/Quality Assurance Monitor in writing a month prior to the anticipated closure of a site. The notification must include the Provider's plans for continuation of services for the clients where the site is closing.

(15) 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 10th 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.

(16) Attachment II, Financial and Compliance Audit, Audits Part I: Federally Funded is hereby revised and replaced with the following Attachment II, Part I.

**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 \$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. 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.

(17) Attachment III, Certifications and Assurances, is hereby revised and replaced with the following Attachment III.

**ATTACHMENT III
CERTIFICATIONS AND ASSURANCES**

DOEA will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION. The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31

U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). -

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances

regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies

arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does X does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Department are available for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

Maria G. Marino, Mayor	810 Datura Street, Suite 300
Signature and Title of Authorized Representative	Street Address
Palm Beach County Board of County Commissioners	West Palm Beach, FL 33407
Contractor Date	City, State, Zip code

Approved As To Form And Legal Sufficiency

By: [Signature]
County Attorney

10

Attest: Michael A. Caruso, Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

(18) Attachment IV, Certifications and Assurances, is hereby revised and replaced with the following Attachment IV.

ATTACHMENT IV ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

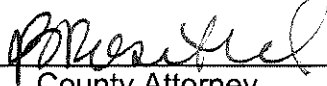
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and §§ 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L.91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless

- of federal participation in purchases.
- Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as amended, the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
 - Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
 - Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544).
 - Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
 - Will comply with the National Research Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 - Will comply with the Laboratory Animal Welfare Act of 1966 (7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 - Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
 - Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
 - Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
Maria G. Marino		Mayor	
APPLICANT ORGANIZATION			DATE SUBMITTED
Palm Beach County Board of County Commissioners			

Approved As To Form And Legal Sufficiency

By: 
County Attorney

Attest: Michael A. Caruso, Clerk of the Circuit Court & Comptroller

12 By: _____
Deputy Clerk

AMENDMENT 001

IZ025-9500

This amendment is retroactive to July 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 14 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: MICHAEL A. CARUSO, Clerk and Comptroller

NAME: _____

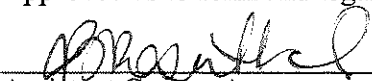
BY: _____

TITLE: _____

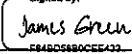
DATE: _____

DATE: _____

Federal Tax ID: 59-6000785
Fiscal Year Ending Date: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions

Signed by:

6848D58B0CEE433

Department Director

Attestation Statement

Agreement Number IZ025-9500

Amendment Number 001

I, Maria G. Marino, Mayor, attest that no changes or revisions have
(Provider Representative)

been made to the content of the above referenced amendment between the Area Agency on Aging and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement content.

Signature of Provider Representative

Date

Approve As To Form And
Legal Sufficiency

Attest: Michael A. Caruso
Clerk of the Circuit Court & Comptroller

By: 
County Attorney

By: _____
Deputy Clerk

25-0964

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

ATTACHMENT 3

BGRV 144 - 080625*525

BGEX 144 - 080625*1678

FUND (1006) - DOSS - Administration

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/15/25	REMAINING BALANCE
REVENUES									
144-1483-3168	Fed Grant Indirect - Human Services	EHEAP	19,609	36,413	1,191	0	37,604		
	Total Fund Revenues		14,889,030	22,569,504	1,191	0	22,570,695		
EXPENDITURES									
144-1483-3401	Other Contractual Services	EHEAP	1	16,805	1,191	0	17,996	3,276	14,720
	Total Fund Expenditures		14,889,030	22,569,504	1,191	0	22,570,695		

SIGNATURES

DATES

DocuSigned by:
Julie Dowd
05AC9C7CC58C4A4

Initiating Department/Division
9/2/2025

Julie Dowd
Administration/Budget Department Approval
9/8/2025

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS	
At Meeting of:	10/7/2025
Deputy Clerk to the Board of County Commissioners	