



**II. FISCAL IMPACT ANALYSIS**

**A. Five-Year Summary of Fiscal Impact:**

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	363,221				
External Revenue	(326,899)				
Program Income (County)	0				
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>36,322</b>				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
-------------------------------------------	--	--	--	--	--

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

Budget Account No.:  
 Fund 1006 Dept 144 Unit 1443 Object 3401 Program Code Var Program Period Var

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

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

<b>Total Funding</b>	<b>1443</b>
<b>Funds</b>	<b>CCE</b>
Grant	326,899
Match (10%)	36,322
NSIP	0
Program Income	0
Addnl. County Funds	0
<b>Total</b>	<b>363,221</b>

DocuSigned by:  
  
 05AC9C7CC58C444

**C. Departmental Fiscal Review:** \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Services

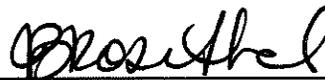
**III. REVIEW COMMENTS**

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

  
 OFMB  
 1/26/2023  
 JMF 1/23  
 CSW 1-26  
 MAF 1/26

  
 Contract Development and Control  
 1/27/26

**B. Legal Sufficiency:**

  
 County Attorney  
 1/28/2026

**C. Other Department Review:**

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

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

AMENDMENT 001

IC025-9500

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 IC025-9500.

The purpose of this amendment is to increase the overall total funding for the period July 1, 2025 through June 30, 2026 by \$326,899.00.

Additionally, this amendment (1) amends Paragraph 4 of the Standard Agreement; (2) amends Paragraph 6.1.4 of the Standard Agreement; (3) amends Paragraph 6.6 of the Standard Agreement; (4) amends Paragraph 8 of the Standard Agreement; (5) amends Paragraph 10.1.2 of the Standard Agreement; (6) amends Paragraph 16 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 II.D.1.c of Attachment I of the Standard Agreement; (13) amends Paragraph II.J.1 of Attachment I of the Standard Agreement; (14) amends Paragraph III.E of Attachment I of the Standard Agreement; (15) revises and replaces Attachment II, Financial and Compliance Audit; (16) revises and replaces Attachment III, Certifications and Assurances; (17) revises and replaces Attachment IV, Assurances – Non-Construction Programs; and (18) revises and replaces Attachment IX, Budget Summary.

**STANDARD AGREEMENT:**

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

**4. Agreement Amount:**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2025 – June 30, 2026.

<b>Funding Allocation</b>				
<b>Program Title</b>	<b>Year</b>	<b>Funding Sources</b>	<b>CSFA</b>	<b>Amount</b>
Community Care for the Elderly (CCE)	2025	General Revenue	65.010	\$3,818,669.00
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$3,818,669.00</b>

**(2) 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.

**(3) 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.

**(4) 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.

**(5) 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.

**(6) 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.

**(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**

**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 DOEA'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 which are recipients of DOEA-funded programs, and providers of 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/does/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.

**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.

(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 the CCE 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 DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via notification from the Department.

**(12) Paragraph II.D.1.c of Attachment I of the Standard Agreement is hereby amended read:**

**c. Other Support Services**

The Provider shall ensure that support services expand the continuum of care options to assist functionally-impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Provider's Service Provider Application, as updated, include the following:

- (1) Caregiver Training/Support;
- (2) Congregate Meals;
- (3) Congregate Meals Screening;
- (4) Education/Training Services;
- (5) Emergency Alert Response Services
- (6) Information;
- (7) Intake;
- (8) Interpreting/Translating;
- (9) Material Aid;
- (10) Outreach;
- (11) Pest Control Services;
- (12) Recreation;
- (13) Referral/Assistance; and
- (14) Other services, as approved by the Agency.

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

**(13) 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, and Respite (Facility-Based) 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.

**(14) 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.

**(15) Attachment II, Financial and Compliance Audit, is hereby revised and replaced with the following Attachment II.**

**ATTACHMENT II  
FINANCIAL AND COMPLIANCE AUDIT**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

In the event that the Provider expends \$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.

**PART II: STATE FUNDED**

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

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

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

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

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

**PART III: REPORT SUBMISSION**

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

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

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

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

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

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

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

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

The Auditor General's Office at the following address:

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

**PART IV: RECORD RETENTION**

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

**EXHIBIT 1**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

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

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

- Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
- Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.
- Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

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

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes\*
- 2 CFR §200.201 – Administrative Requirements\*\*
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR §200.400 - §200.411 – Cost Principles\*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

- Section 215.97 and 215.971, F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures

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

**ATTACHMENT II  
EXHIBIT 2 FUNDING SUMMARY**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>GRANT AWARD (FAIN#):</b>		<b>FEDERAL AWARD DATE:</b>	
<b>DUNS NUMBER:</b>			
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL FEDERAL AWARD</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**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL STATE AWARD</b>			

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
<b>Community Care for the Elderly</b>	<b>General Revenue</b>	<b>65.010</b>	<b>\$3,818,669.00</b>
<b>TOTAL AWARD</b>			<b>\$3,818,669.00</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.

(16) 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 DOE 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 DOE 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  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.

Sara Baxter, 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 33401
Contractor Date	City, State, Zip code

Approved As To Form And  
Legal Sufficiency  
By: \_\_\_\_\_  
County Attorney

Signed by:  
*Jessica Bobler Rosenthal*  
AZEF468BAAF8427...

14

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

AMENDMENT 001

IC025-9500

(17) 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

AMENDMENT 001

IC025-9500

- of federal participation in purchases.
8. 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.
  9. 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.
  10. 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.
  11. 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).
  12. 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.
  13. 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).
  14. 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.
  15. 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.
  16. 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.
  17. 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.
  18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b>
Sara Baxter	Mayor
<b>APPLICANT ORGANIZATION</b>	<b>DATE SUBMITTED</b>
Palm Beach County Board of County Commissioners	

Approved As To Form And  
Legal Sufficiency

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

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

Signed by:  
*Jessica Bohm Rosenthal*  
A2EF4699BAAF6437...

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

AMENDMENT 001

IC025-9500

**(18) Attachment IX, Community Care for the Elderly Budget Summary, is hereby revised and replaced with the following Attachment IX.**

**ATTACHMENT IX**

**COMMUNITY CARE FOR THE ELDERLY  
PROGRAM BUDGET SUMMARY  
(For the Period July 1, 2025-June 30, 2026**

<b>CCE Client Services and Case Management</b>	<b>\$3,818,669.00</b>
------------------------------------------------	-----------------------

AMENDMENT 001

IC025-9500

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 19 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: \_\_\_\_\_  
Sara Baxter, 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

Signed by:  
*Jessica Bober Rosenthal*  
A25F4B6BAAF5427

County Attorney

Approved As To Terms And Conditions

Signed by:  
*Taruna Malhotra*  
75C93F78AFFD4B2

Department Director

FEDERAL ID NUMBER: \_\_\_\_\_  
Fiscal Year End Date: 12/31

**Attestation Statement**

Agreement Number IC025-9500

Amendment Number 001

I, Sara Baxter, attest that no changes or revisions have  
*(Provider Representative)*

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

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
Date

Approved As To Form And  
Legal Sufficiency

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

Signed by:  
*Jessica Bober Rosenthal*  
A2EE4B8BAAF6427...

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

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

26-0396

Attachment 2

3E-2

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGRV 144 - 010626\*271

BGEX 144 - 010626\*762

FUND (1006) - DOSS - Administration

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 1/6/26	REMAINING BALANCE
<b>REVENUES</b>									
144-1443-3469	State Grant Other Human Services	DOSS-CCE	3,491,770	4,338,209	326,899	0	4,665,108		
	<b>Total Fund Revenues</b>		<b>16,156,311</b>	<b>17,998,364</b>	<b>326,899</b>	<b>0</b>	<b>18,325,263</b>		
<b>EXPENDITURES</b>									
144-1443-3401	Other Contractual Services	DOSS-CCE	3,672,611	4,519,050	326,899	0	4,845,949	1,082,665	3,763,284
	<b>Total Fund Expenditures</b>		<b>16,156,311</b>	<b>17,998,364</b>	<b>326,899</b>	<b>0</b>	<b>18,325,263</b>		

SIGNATURES

DocuSigned by:  
*Julie Dowe*  
D5AC9C7CC5BC4A4...

DATES

1/21/2026

Initiating Department/Division

*Steve Mart*  
Administration/Budget Department Approval

1/26/2025

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 3/3/2026

Deputy Clerk to the  
Board of County Commissioners