

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023

Consent     Regular  
 Ordinance     Public Hearing

Department

Submitted By: Community Services

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

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

A) Amendment 002 to Standard Agreement No IA023-9500 (R2023-0485) for the Older Americans Act (OAA) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period January 1, 2023 through December 31, 2023, to amend, revise and replace portions of the standard agreement and increase the overall funding by \$471,301.16 for a new total agreement amount not-to-exceed \$3,424,183.16, to provide in-home and community-based services to seniors; and

B) an upward budget amendment of \$471,301 in the Division of Senior and Veteran Services (DSVS) Administration Fund to align the budget to the actual grant award.

**Summary:** OAA Amendment No. 002 allows DSVS to provide services to eligible seniors ages 60 and older and their caregivers. OAA provides funding for critical services that help older adults maintain their independence. Services include meals, caregiver support, and in-home support services. The congregate meal program provides meals and nutrition education in areas strategically located throughout the County, such as churches, community and senior centers and other public and private facilities. The home-delivered meal program provides meals and nutrition education to homebound seniors. The in-home services program provides support services to families/caregivers caring for frail older family members. These services improve the overall well-being of seniors, allowing them to live in their homes more independently. **There is a required County match under 3B Catalog of Federal Domestic Assistance (CFDA) No. 93.044 in the amount of \$23,889, C1 CFDA No. 93.045 in the amount of \$2,249, C2 CFDA No. 93.045 in the amount of \$17,895 and 3E CFDA No. 93.052 in the amount of \$8,333, totaling \$52,366, which is already included in the budget. No additional County match is required.** The number of seniors served is based on the grant and the need of the clients and funding availability. The upward budget amendment is necessary to align the County budget with the actual grant award. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service include all of the districts, excluding District 2, 4, 5 and 7 south of Hypoluxo Rd. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Road. (DSVS) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (HH)

**Background and Justification:** OAA Funds are used to provide various in-home and community-based services to eligible seniors age 60 and older and their caregivers in Palm Beach County, which preserves their independence and defers the need for more costly institutions.

**Attachments:**

- 1. Amendment 002 to Standard Agreement No. IA023-9500
- 2. Budget Amendment

Recommended By:

Department Director

DocuSigned by:  
*James E. Green* 6/15/2023

Date

Approved By:

Assistant County Administrator

*6/28/2023*  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	392,750	130,917			
External Revenue	(353,476)	(117,825)			
Program Income	(0)	(0)			
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>39,274</b>	<b>13,092</b>			

# 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 \_\_\_

Budget Account No.:  
 Fund 1006 Dept. 144 Unit 1457/1458/1459/1461 Object Var. Program Code Var.  
 Program Period Var.

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

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

Total Funding	1457	1458	1459	1461	Total
<b>Funds</b>	<b>3B</b>	<b>C1</b>	<b>C2</b>	<b>3E</b>	<b>Funds</b>
Grant	215,000	20,243	161,058	75,000	471,301
Match (10%)	23,889	2,249	17,895	8,333	52,366
NSIP	0	0	0	0	0
Program Income	0	0	0	0	0
Addnl. County Funds	0	0	0	0	0
<b>Total</b>	<b>238,889</b>	<b>22,492</b>	<b>178,953</b>	<b>83,333</b>	<b>523,667</b>

DocuSigned by:

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

**III. REVIEW COMMENTS**

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

ASD 6/23/23  
 OFMB MG 6/22

Julie Dowe 6/27/23  
 Contract Development and Control  
 6/23/23

**B. Legal Sufficiency:**

Debra C. ... 6-28-23  
 Senior Assistant County Attorney

**C. Other Department Review:**

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

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

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

The purpose of this amendment is to increase the overall total funding for the period January 1, 2023 through December 31, 2023 by \$471,301.16. Additionally, this amendment (1) amends Paragraph 4, of the Standard Agreement; (2) adds Paragraphs 7.8-7.11 to the Standard Agreement; (3) amends Paragraph 8 of the Standard Agreement; (4) adds Paragraph I.B.2.g to Attachment I of the Standard Agreement; (5) amends Paragraph II.D.1.a.xxxii of Attachment I of the Standard Agreement; (6) adds Paragraphs II.D.1.a.xxxiv – II.D.1.A.xxxix to Attachment I of the Standard Agreement; (7) adds Paragraphs II.D.1.b.v and II.D.1.b.vi to Attachment I of the Standard Agreement; (8) adds Paragraphs II.D.1.c.v and II.D.1.c.vi to Attachment I of Standard Agreement; (9) amends Paragraph II.D.1.d.xxix of Attachment I of the Standard Agreement; (10) adds Paragraph II.D.1.d.xxxiii to Attachment I of the Standard Agreement; (11) adds Paragraphs II.D.1.e.xiv-II.D.1.e.xxi to Attachment I of the Standard Agreement; (12) amends Paragraph II.E.2.a of Attachment I of the Standard Agreement; (13) amends Paragraph II.E.2.b of Attachment I of the Standard Agreement; (14) deletes Paragraph II.E.2.d of Attachment I of the Standard Agreement; (15) amends Paragraph II.E.6 of Attachment I of the Standard Agreement; (16) amends Paragraph III.D.4 of Attachment I of the Standard Agreement; (17) amends Paragraph IV.B.2.a of Attachment I of the Standard Agreement; (18) amends Paragraph IV.B.4 of Attachment I of the Standard Agreement (19) revises and replaces Attachment II, Exhibit 2, Funding Summary; ; (20) includes Attachment VII, Background Screening, to confirm compliance with the amended Background Screening requirements in (3) below; and (21) revises and replaces Attachment IX, Budget Summary.

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

#### **4. Agreement Amount**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed \$3,424,183.16 subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

**(2) Paragraphs 7.8, 7.9, 7.10 and 7.11 are hereby added to the Standard Agreement.**

- 7.8** Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.
- 7.9** Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.
- 7.10** The Provider shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.
- 7.11** The Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

**(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., are met regarding background screening for all provider’s and direct service providers’ employees; administrators or similarly titled persons who are responsible for the day-to-day operation of the direct service provider; financial officers or similarly titled individuals who are responsible for the financial operation of the licensee or direct service provider; any persons who have a controlling interest; managers; supervisors; and volunteers, and as provided herein. The Provider and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Provider shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Agency within thirty (30) days of execution of this Agreement. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form shall be submitted to the Agency every twelve (12) months, and the Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency within thirty (30) days upon notification.

**(4) Paragraph I.B.2.g is hereby added to Attachment I of the Standard Agreement.**

Section 430.07, Florida Statutes (F.S.).

**(5) Paragraph II.D.1.a.xxxii of Attachment I of the Standard Agreement is hereby amended to read:**

xxxii. Reassurance (Telephone and In-Person);

**(6) Paragraphs II.D.1.a.xxxiv to xxxix are hereby added to Attachment I of the Standard Agreement.**

xxxiv. Pet Support Services;

xxxv. Recreational Materials;

xxxvi. Technology;

xxxvii. Technology – Equipment;

xxxviii. Technology – Install;

xxxix. Technology – Staff Support.

**(7) Paragraphs II.D.1.b.v and vi are hereby added to Attachment I of the Standard Agreement.**

v. Shopping Assistance; and

vi. Reassurance (Telephone and In-Person).

**(8) Paragraphs II.D.1.c.v and vi are hereby added to Attachment I of the Standard Agreement.**

v. Shopping Assistance; and

vi. Reassurance (Telephone and In-Person).

**(9) Paragraph II.D.1.d.xxix of Attachment I of the Standard Agreement is hereby amended to read:**

xxxii. Reassurance (Telephone and In-Person);

**(10) Paragraph II.D.1.d.xxxiii is hereby added to Attachment I of the Standard Agreement.**

xxxiii. Bingocize.

**(11) Paragraphs II.D.1.e.xiv to xxi are hereby added to Attachment I of the Standard Agreement.**

- xiv. Home Delivered Meals;
- xv. Recreation Materials;
- xvi. Shopping Assistance;
- xvii. Reassurance (Telephone and In-Person);
- xviii. Technology;
- xix. Technology – Equipment;
- xx. Technology – Install;
- xxi. Technology – Staff Support.

**(12) Paragraph II.E.2.a of Attachment I of the Standard Agreement is hereby amended to read:****2. ECIRTS Reports**

- a. Provider shall ensure timely input of program specific data into ECIRTS. To ensure ECIRTS data accuracy, the Provider shall use ECIRTS-generated reports.

To ensure ECIRTS data integrity, the following timeframes are required for entering data into ECIRTS:

- ECIRTS Enrollment Screen reflects ACTV – Within 10 working days
- ECIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased.
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of the Care Plan Date

Failure to ensure the collection and maintenance of the ECIRTS data may result in the Agency enacting the Financial Consequences of Non-Performance, clause in Section 38 of this Agreement or the Termination clause in Section 51 of this Agreement, including delaying or withholding payment until the problem is corrected.

**(13) Paragraph II.E.2.b of Attachment I of the Standard Agreement is hereby amended to read:****b. 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 and the Florida ECIRTS Training Manual located at <https://elderaffairs.org/page/2/?s=eCIRTS>. . 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.

**(14) Paragraph II.E.2.d of Attachment I of the Standard Agreement is hereby deleted.****(15) Paragraph II.E.6 of Attachment I of the Standard Agreement is hereby amended to read:****6. Older Americans Act Performance System (OAAPS) Report**

Data required for the OAA OAAPS Report that is not recorded in ECIRTS will be provided to the Agency in the format and on the date established by the Agency.

**(16) Paragraph III.D.4 of Attachment I of the Standard Agreement is hereby amended to read:**

4. Final contract invoices must be submitted to the Agency no later than February 15, 2024.

**(17) Paragraph IV.B.2.a of Attachment I of the Standard Agreement is hereby amended to read:**

- a. The Provider assures compliance with Section 315 of the OAA, as amended in 2020, regarding consumer contributions;

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

**4. Title III Funds**

The Provider assures compliance with Section 306 of the OAA, as amended in 2020, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

(19) ATTACHMENT II – Exhibit 2, Funding Summary, of the Standard Agreement is hereby replaced with the following ATTACHMENT II, Exhibit 2.

**ATTACHMENT II  
EXHIBIT 2 FUNDING SUMMARY**

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

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title III B - Support Services	U.S. Health and Human Services	93.044	\$1,630,720.00
Older Americans Act Title III B -2022 Carry Forward	U.S. Health and Human Services Carry Forward	93.044	\$0.00
Older Americans Act Title III C1 -Congregate Meals	U.S. Health and Human Services	93.045	\$593,586.02
Older Americans Act Title III C1 -2022 Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0.00
Older Americans Act Title III C2 -Home Delivered Meals	U.S. Health and Human Services	93.045	\$737,667.14
Older Americans Act Title III C2 -2022 Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0.00
Older Americans Act Title III E -Caregiver Support Services	U.S. Health and Human Services	93.052	\$250,448.00
Older Americans Act Title III E – 2022 Carry Forward	U.S. Health and Human Services Carry Forward	93.052	\$0.00
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$211,762.00
<b>TOTAL FEDERAL AWARD</b>			<b>\$3,424,183.16</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**FEDERAL FUNDS:**

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

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

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

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

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**STATE FINANCIAL ASSISTANCE**

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures  
 Other fiscal requirements set forth in program laws, rules, and regulations.



(20) ATTACHMENT VII of the Standard Agreement is included with this Amendment for signature to confirm compliance with the amended Background Screening requirements in (3) above.

ATTACHMENT VII

BACKGROUND SCREENING



Ron DeSantis  
Governor

Michelle Branham  
Secretary

BACKGROUNDSCREENING

Attestation of Compliance - Employer

**AUTHORITY:** This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- > The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- > A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

As the duly authorized representative of Palm Beach County Board of County Commissioners

*Employer Name*

located at 810 Datura Street, West Palm Beach, FL 33401  
*Street Address City State ZIP code*

I, Gregg K. Weiss, Mayor do hereby affirm under penalty of  
*Name of Representative*

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

DOEA Form 235, Attestation of Compliance - Employer, Effective January 19, 2021  
F.S. Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>  
Section 435.05(3)

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

DocuSigned by:  
*Helene C. Hvizd 7*  
BF3DF20B2223413...

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

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

**ATTACHMENT IX  
BUDGET SUMMARY**

1	IIIB Support Services	\$1,280,720.00
2	IIIB Transportation	\$350,000.00
1	IIIC1 Congregate Meals	\$593,586.02
4	IIIC2 Home Delivered Meals	\$737,667.14
2	IIIE Caregiver Support Services	\$235,448.00
6	IIIES Caregiver Supplemental Services	\$15,000.00
1	IIIEG Grandparent or Non-Parent Relative Support Service	\$0.00
8	Nutrition Services Incentive Program	\$211,762.00
9	TOTAL	\$3,424,183.16

This amendment shall be effective on the last date that the amendment has been signed by both Parties.

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 10 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: \_\_\_\_\_  
Gregg K. Weiss, Mayor

SIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal Tax ID: 59-6000785  
Fiscal Year Ending Date: \_\_\_\_\_

Approved as to ~~form and legal~~ sufficiency

*Helene C. Hvizd*

BF3DF20B2223443...

Senior Assistant County Attorney

Approved as to terms and conditions

DocuSigned by:

*James E. Green*

BF34EF228FDF492...

Department Director

**Attestation Statement**

Agreement/Contract Number IA023-9500

Amendment Number 002

I, Gregg K. Weiss, Mayor, attest that no changes or revisions have  
*(Provider Representative)*

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

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

\_\_\_\_\_  
Date

Approved As To Form  
And Legal Sufficiency  
By: Helene C. Hojzd  
Senior Assistant County Attorney

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