

HUMAN SERVICES FUNDING AGREEMENT
FIRST AMENDMENT

THIS FIRST AMENDMENT, effective October 1, 2019, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **AREA AGENCY ON AGING OF PASCO – PINELLAS, INC.**, a non-profit Florida corporation, whose address is 9549 Koger Blvd. Gadsden Building, Suite 100, St. Petersburg, FL 33702, hereinafter called the "**AGENCY**." The Parties hereby amend the HUMAN SERVICES FUNDING AGREEMENT for the senior meal delivery program between the **COUNTY** and **AGENCY** dated October 1, 2019 as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Section 1, Scope of Services, is amended to read as follows:

The **AGENCY** will administer a home-delivered meals pilot program to provide meals which will eliminate food insecurity for additional seniors in Pinellas County. The **AGENCY's** responsibilities include, but are not limited to the following:

- a. The **AGENCY** will administer and provide oversight for this pilot program.
- b. The **AGENCY** shall subcontract with a home-delivered meal provider to deliver approximately 19068 meals a cost not to exceed \$7.00 per meal through the **AGENCY's** coordinated senior meal delivery infrastructure. The **AGENCY** will use Mom's Meals as presented for the pilot unless requested change is mutually agreed upon in writing by both parties, without the need to further amend this agreement.

- c. The **AGENCY** shall act as the fiduciary for funds provided under this Agreement, and as such will be solely responsible for full transparency in regard to all reporting, terms and conditions, and compliance requirements contained herein.
- d. The **AGENCY** will identify the seniors who will be enrolled in this program and ensure that meals are provided in accordance with federally funded home meal delivery program guidelines.
- e. **AGENCY** shall strive to serve a consistent level of seniors throughout the fiscal year.
- f. The **AGENCY** will require that any subcontracted employee or volunteer that will be in direct contact with clients will complete a Level Two background check prior to operating under this funding.
- g. The **AGENCY** will monitor the subcontract, provide technical assistance to its partner agency, and report on use of funding and client outcomes.

2. Section 2, Term of Agreement, is amended to read as follows:

The services of the **AGENCY** shall commence on October 1, 2019 and the agreement shall expire on September 30, 2020.

3. Section 3, Compensation, is amended to read as follows:

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED SEVENTY SIX** and NO/00 DOLLARS (\$133,476.00) in the fiscal year dated October 1, 2019, through September 30, 2020, for the services described in Section 1 of this Agreement as follows:

- i. An amount not to exceed \$9,343.32. for **AGENCY** administrative costs to include staff time to identify and release seniors from the home delivered waitlist, monitor

services, conduct surveys of client satisfaction, conduct home visits during routes, and program and financial reporting.

ii. An amount not to exceed \$124,132.68 for the purchase of food for the home delivered meals program.

iii. Distribution of the annual not to exceed amount may be adjusted by mutual written agreement of the parties without the need to further amend this agreement.

b) All requests for reimbursement for meals distributed and administrative costs must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by receipts, timecards or other documentation of expenditures, as determined necessary by the **COUNTY** Contract Manager. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. **COUNTY** shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

e) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

1. 4. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

ATTEST:
KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA, acting by
and through its Board of County
Commissioners

By: _____

Pat Gerard, Chair

Date: _____, 2020

By: _____
Deputy Clerk

Area Agency on Aging of Pasco-Pinellas, Inc.
(Agency Name)

By: *AWinter*
Executive Director

Date: 12.10., 2020

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney
Assistant County Attorney