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2014/2015
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND
Area Agency on Aging of Palm Beach-Treasure Coast, Inc., Nineteenth Judicial Circuit

AMENDMENT 1

GRANT NO. V067-14346

The Office of the Attorney General (the OAG) and the Area Agency on Aging of Palm Beach-Treasure Coast, Inc., Nineteenth Judicial Circuit (the Provider), entered into an Agreement for the Provider to provide services for the State under the Victims of Crime Act (VOCA) Grant Program for the fiscal year 2014/2015; and

WHEREAS, Article 24 specifically states, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement; and

WHEREAS, the OAG wishes to modify the contract to include fiscal year 2015/2016; and

WHEREAS, there is now a need to amend Article 3, Article 4 and Article 8.

NOW THEREFORE; the parties have mutually agreed to modify the Agreement as follows:

1. Article 3 is hereby deleted and the following language is substituted:

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2014, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2015 (Phase I). No costs incurred by the Provider prior to the effective date of Phase I of the Agreement will be reimbursed and the Provider is solely responsible for any such expenses. Phase II of the Agreement shall become effective on October 1, 2015 and will continue through September 30, 2016.

The original signed Amendment must be returned to the OAG within 15 days of signature by all parties, or the Amendment shall be voidable at the option of the OAG.

2. Article 4 is hereby deleted and the following language is substituted:

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ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Phase I of the Agreement shall not exceed $60,081. The total sum of monies reimbursed to the Provider for the costs incurred under this Phase II of the Agreement shall not exceed $60,081. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F.S. (2014), if the terms of this Agreement and reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

3. Article 8 is hereby deleted and the following language is substituted:

ARTICLE 8. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Provider's submission and OAG approval of a monthly invoice, monthly performance report, quarterly and annual performance reports and all required supporting documentation.

In accordance with Section 215.971 F.S. (2013), financial consequences are described in this Article of the Agreement. The Provider will be held responsible for maintaining a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the 2014/2015 VOCA Grant Application and approved by the OAG, incorporated herein by reference as Attachment "A," unless otherwise approved by the OAG in writing. At a minimum, the agency will provide services to no less than 80 percent of the total number of projected victims. Both parties agree that damages resulting from failure to follow this provision will result in ascertainable damages. Therefore, if the Provider does not maintain a victim services program that will be available to provide services to victims of crime and provide the anticipated total number of deliverables as outlined in Attachment "A," without an approved justification, the parties agree that the final payment for the grant will be reduced by 5% of the total award amount as listed in Article 4 as reasonable liquidated damages.

Monthly performance reports must be completed and received with the monthly invoice to document the provision of the project deliverables. Reimbursement of a monthly invoice is contingent upon OAG receipt of the corresponding monthly performance report, and approval of the level of service provided during the report period.

The monthly invoice, the monthly performance report and all required supporting documentation must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the complete and correct invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by a state agency for financial or programmatic issues. If it comes to the attention of the OAG that the Provider is being investigated, requests for reimbursement may not be processed until the matter is resolved and approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant. Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. (2013).

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

4. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise set forth herein, the terms and conditions contained in the Contract remain unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

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IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Area Agency on Aging of Palm Beach-Treasure Coast, Inc., Nineteenth Judicial Circuit have executed this amendment to the Agreement.

Authorizing Official

Director of Administration

Barbara Fretwell
Print Name

Bonnie Rogers
Print Name

9/15/2015
Date

9/9/15
Date

[redacted]
FEID # of Provider

SAMAS Code

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