

3A11

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$14,669.35				
External Revenues	<\$13,335.35>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,334				
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes ☐ No ☒

Budget Account No.: Fund 1301340 Department 540 Unit 5013
Object Various

The \$1,334 County match is included in Palm Tran's FY 2007 Operating Budget.

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

Funding sources are the Federal Government and Palm Beach County.

C. Departmental Fiscal Review:

John Murphy, Finance Mgr.

III. REVIEW COMMENTS

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

John Dink 10-31-06
OFMB

John Dink 10-31-06 PM 10:27
11/2/06

Dr. J. Jacob 11/3/06
Contract Dev. and Control
E. Jones 11/2/06

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 11/7/06
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

AMENDMENT 001

Agreement No. IA006-21

THIS AMENDMENT, entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the "Area Agency" and the Palm Beach County Board of County Commissioners on behalf of Palm Tran, hereinafter referred to as the "Provider", amends Agreement Number IA006-21.

The purpose of this amendment is to clarify language in Agreement IA006-21 (referenced to herein as the "Agreement") and to increase the contract amount by \$13,335.35, and to increase corresponding services.

1. Section II., A., is hereby amended to read:

A. Agreement Amount:

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$368,473.35, subject to the availability of funds. The Agency on Aging and the State of Florida's performance and obligation to pay under this agreement are contingent upon an annual appropriation by the Legislature. The Provider's obligation hereunder is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this agreement. The funds awarded to the provider pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Older Americans Act Title IIIB Support Services	2006	U.S Dept. of Health and Human Services	93.044	<u>\$368,473.35</u>
Older Americans Act Title IIIC1 Congregate Meals	2006	"	93.045	
Older Americans Act Title IIIC2 Home Delivered Meals	2006	"	93.045	
Older Americans Act Title IIIE Services	2006	"	93.052	
	TOTAL FUNDS CONTAINED IN THIS AGREEMENT:			<u>\$368,473.35</u>

AMENDMENT 001

Agreement No. IA006-21

2. This amendment shall be effective on the last date that the amendment is signed by both parties.
3. All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.
4. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.
5. This amendment and all its attachments are hereby made a part of this agreement.

AMENDMENT 001

Agreement No. IA006-21

IN WITNESS WHEREOF, the parties hereto have caused this 3 page amendment to be executed by their officials thereunto duly authorized.

**PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida**

**AREA AGENCY ON AGING OF PALM
BEACH/TREASURE COAST, INC.**

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY:

Addie L. Greene, Chairperson

SIGNED

BY:

DATE: _____

NAME: _____

TITLE: _____

SHARON R. BOCK, Clerk and Comptroller

DATE: _____

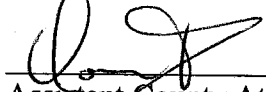
BY: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

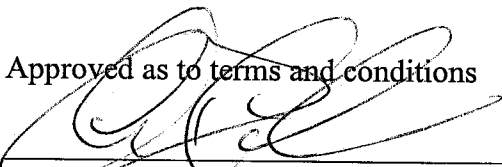
FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency



Assistant County Attorney

Approved as to terms and conditions



Department Director

AMENDMENT 001

Agreement No. IA006-21

Attestation Statement

Agreement/Contract Number IA006-21

Amendment Number 001

I, Addie L. Greene, Chairperson, attest that only punctuations and grammatical
(*Provider representative*)

changes or revisions have 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 the Palm Beach County 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 affect on the agreement/contract content.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER
COMMISSIONERS:

PALM BEACH COUNTY, FLORIDA by its
BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

07-210

BGRV 540 10250600000000000036

BGEX 540 102506000000000000253

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT

FUND 1340 PALM TRAN

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 10/25/2006	REMAINING BALANCE
REVENUE								
<u>Palm Tran CONNECTION Revenue</u>								
Division of Senior Services								
540 5013 3148	Federal Grant Indirect-Transp	355,138	355,138	13,335	0	368,473		
Total Receipts & Balances		73,559,170	73,559,170	13,335	0	73,572,505		
APPROPRIATIONS								
<u>Palm Tran CONNECTION Expenses</u>								
Division of Senior Services								
540 5013 3401	Other Contractual Services	1,427,463	1,427,463	13,335	0	1,440,798	18,341	1,422,457
Total Appropriations & Expenditures		73,559,170	73,559,170	13,335	0	73,572,505		

PALM TRAN

Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of November 21, 2006

Deputy Clerk to the
Board of County Commissioners

afw
10-31-06

AGENDA ITEM SUMMARY

Submitted for: Palm Tran

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs	\$1,050,287	\$350,095			
External Revenues	266,353	88,785			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$783,934	\$261,310			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5013 Object 3401
 Revenue Source 3148

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

C. Departmental Fiscal Review: *John Murphy, Finance Mgr.*

III. REVIEW COMMENTS

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

John D. Jones 2-7-06
 SSO 2-6-06
 OFMB
 2-6-06
 2-7-06

John D. Jones 2/8/06
 Contract Dev. and Control
 2-8-06

B. Legal Sufficiency:

John D. Jones 2/9/06
 Assistant County Attorney

This item complies with current County policies.

The Agreement is retroactive in effective date.

C. Other Department Review:

 Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

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Agreement Number IA006-21

STANDARD AGREEMENT
AREA AGENCY ON AGING

R2006 0404

FEB 28 2006

Palm Beach County Board of County Commissioners on behalf of Palm Tran

THIS AGREEMENT is entered into between the Area Agency on Aging, hereinafter referred to as the "Area Agency", and the Palm Beach County Board of County Commissioners on behalf of Palm Tran, hereinafter referred to as the "Provider". This agreement is subject to all provisions contained in the MASTER AGREEMENT executed between the Area Agency and the Provider, Agreement No. M004-21, and its successor, incorporated herein by reference.

The parties agree:

I. Provider Agrees:

- A. Services to be Provided:**
To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in Attachment I of this agreement.
- B. Final Request for Payment:**
The Provider **must** submit the final request for payment to the Area Agency no more than forty-five (45) days after the agreement ends or is terminated; **if the Provider fails to do so, all right to payment is forfeited, and the Area Agency will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this agreement may be withheld until all reports due from the Provider, and necessary adjustments thereto, have been approved by the Area Agency.
- C.** The Provider's obligations hereunder and its performance of this agreement are subject to an annual appropriation by its Board of County Commissioners for the purposes described in this agreement.

II. The Area Agency Agrees:

- A. Agreement Amount:**
To pay for services according to the conditions of Attachment I in an amount not to exceed \$355,138.00, subject to the availability of funds.
- B. Obligation to Pay:**
The State of Florida and the Area Agency's performance and the obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.
- C. Source of Funds:**
The costs of services paid under any other agreement or from any other source are not

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Agreement Number IA006-21

eligible for reimbursement under this agreement. The funds awarded to the Provider pursuant to this agreement are in the state grants and aids appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Older Americans Act Title IIIB Support Services	2006	US Dept. of Health and Human Services	93.044	\$355,138.00
Older Americans Act Title III C1 Congregate Meals	2006	"	93.045	
Older Americans Act Title III C2 Home Delivered Meals	2006	"	93.045	
Older Americans Act Title III E Services	2006	"	93.052	
TOTAL FUNDS CONTAINED IN THIS AGREEMENT:				\$355,138.00

III. Provider and Area Agency Mutually Agree:

A. Effective Date:

1. This agreement shall begin on January 1, 2006 or on the date the agreement has been signed by both parties, whichever is later.
2. This agreement shall end on December 31, 2006.
3. In the event that a subsequent agreement may not be executed prior to the July 1st start date, the Area Agency may, at its discretion, extend this agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this agreement shall follow the same procedures as outlined in Section III.B. and Section III.C. of the Master Agreement.

C. Provider Responsibility:

Notwithstanding the pass through language contained in Section I.S. of the Master Agreement, the Provider maintains responsibility for the performance of all subcontractors/vendors in accordance with all applicable federal regulations (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

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Agreement Number IA006-21

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the program manager for the Area Agency for this agreement is:

Stan Edwards, Program Manager
Area Agency on Aging
1764 N Congress Ave, Suite 201
West Palm Beach, Florida 33409
(561) 684-5885

2. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this agreement is:

Chuck Cohen, Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
(561) 841-4200

3. In the event different representatives are designated by either party after execution of this agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this agreement.
4. The name (Provider name as shown on page 1 of this agreement) and mailing address of the official payee to whom the payment shall be made:

Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407
(561) 841-4200

1/2006

Agreement Number IA006-21

IN WITNESS THEREOF, the parties hereto have caused this 20 page agreement to be executed by their undersigned officials as duly authorized.

**PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida**

**AREA AGENCY ON AGING OF PALM
BEACH/TREASURE COAST, INC.**

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY:

Tony Masilotti, Chairman

SIGNED

BY:

David E. Haralson

DATE:

FEB 28 2006

NAME:

David E. Haralson

TITLE:

President

DATE:

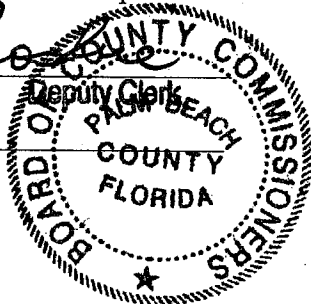
3/28/06

R2006 0404

SHARON R. BOCK, Clerk and Comptroller

BY:

Judith Cross
DATE: FEB 28 2006



FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney

Approved as to terms and conditions

[Signature]
Department Director

1/2006

Agreement Number IA006-21

ATTACHMENT I OLDER AMERICANS ACT PROGRAM

I. STATEMENT OF PURPOSE

The Older Americans Act (OAA) Program is a federal program that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective — improving the quality of life for all older Americans by helping them to remain independent and productive.

To enhance the provision of services at the local level, the Department of Elder Affairs is charged with dividing the state into distinct planning and service areas (PSA's) and designating an Area Agency on Aging (AAA) for each of them. The AAA is responsible for assessing the needs of older persons within its respective PSA.

The Provider fosters the development and implementation of comprehensive and coordinated systems to serve older individuals. The Provider is responsible for assessing needs of older persons within its respective geographic area. Under current law, all service providers funded under part B of the Act must follow priorities established by the Area Agency and approved by the Department of Elder Affairs for serving the elderly, providing assurances that preference will be given to those with the greatest economic and social need, with particular attention to low-income minority older individuals residing in rural areas.

II. SERVICES TO BE PROVIDED

A. Services:

The Provider's Service Provider Application for the calendar year 2006, and any revisions thereto approved by the Area Agency and located in the program manager's file, are incorporated by reference in this agreement between the Area Agency and the Provider, and prescribe the services to be rendered by the Provider and prescribe the manner in which the Provider will meet the requirements of the Older Americans Act as amended in 2000.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the Provider's Service Provider Application for calendar year 2006, the Department of Elder Affairs Home and Community-Based Services Handbook dated 1/03, the Department of Elder Affairs National Family Caregiver Support Program Guidelines, and the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, Program Instruction, AoA-PI-01-02. In the event the manual

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Agreement Number IA006-21

or guidelines are revised, such revision will automatically be incorporated into the agreement and the program manager will send a copy to the Provider's contact person. The Provider agrees to perform the services of this agreement in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Older Americans Act funds.

III. METHOD OF PAYMENT

- A. The method of payment in this agreement includes advances and fixed rates for services. The Provider must ensure all costs and fixed amounts include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on historical costs and audited historical costs when applicable. The Provider shall consolidate all requests for payment and all expenditure reports that support requests for payment from subcontractors/vendors and shall submit to the Area Agency on forms 106A, 105A and 106E.

All sub-awards (agreements between the Provider and its sub-contractors who have been deemed by the Provider to be sub-recipients) are subject to those Federal cost principles applicable to the particular organization concerned. Thus, if a sub-award is to a governmental unit (other than a college, university or hospital), this Circular shall apply; if a sub-award is to a commercial organization, the cost principles applicable to commercial organizations shall apply; if a sub-award is to a college or university, Circular A-21 shall apply; if a sub-award is to a hospital, the cost principles used by the Federal awarding agency for awards to hospitals shall apply; if a sub-award is to some other non-profit organization, Circular A-122, "Cost Principles for Non-Profit Organizations," shall apply.

- B. The Provider shall maintain documentation to support payment requests that shall remain available upon request to the State Comptroller, the Department of Elder Affairs, or the Area Agency, or other authorized state and federal personnel upon request.
- C. The Provider may request a monthly advance for service costs for each of the first two months of the agreement period, based on immediate anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed agreement, approved by the Area Agency, and maintained in the program manager's file. For-profit organizations cannot receive advance funds. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the agreement. The schedule for submission of invoices is ATTACHMENT II to this agreement. Reconciliation and recouping of advances made under this agreement are to be completed by the time the final payment is made. All payments are subject to the availability of funds.

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Agreement Number IA006-21

- D. A final receipt and expenditure report (closeout report) will be forwarded to the Area Agency within sixty (60) days after the agreement ends or is terminated. All monies which have been paid to the Provider and not used to retire outstanding obligations of the agreement being closed out must be refunded to the Area Agency along with the final receipt and expenditure report.
- E. Interest Earned on General Revenue and Federal Funds: Interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the Area Agency together with the payment and expenditure reports. Advances on federal funds must be maintained in interest-bearing accounts in accordance with 45 CFR 74.22(k).
- F. Any payment due by the Area Agency under the terms of this agreement may be withheld pending the receipt and approval by the Area Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section P. of the Master Agreement.
- G. The Provider agrees to implement the distribution of funds as detailed in the approved Supporting Budget Schedule by Program Activity in the Service Provider Application. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require an agreement amendment.
- H. Financial Reports: The Provider agrees to provide an accurate, complete and current disclosure of the financial results of this agreement as follows:
 - 1. To submit all requests for payment and expenditure reports according to the format, schedule and requirements specified in ATTACHMENT II.
 - 2. The completed manual units of service portions of the Older Americans Act Annual Report, if applicable, are due to the program manager on the date established by the Area Agency. The Area Agency will obtain the remaining Report sections from the Consumer Information, Registration and Tracking System (CIRTS).

IV. SPECIAL PROVISIONS

A. Consumer Contributions and Co-payments for Services

- 1. The Provider assures compliance with Section 315 of the Older Americans Act as amended in 2000, in regard to consumer contributions. The Provider may charge co-payments to those persons able to pay part or all of the cost of services only for services not paid for with Older Americans Act funds.
- 2. Voluntary contributions are not to be used for cost sharing or matching (see Title 45,

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Agreement Number IA006-21

Chapter XIII, Part 1321.25, CFR).

3. Accumulated voluntary contributions are to be used prior to requesting Federal reimbursement (see Title 45, Chapter XIII, Part 1321.25, CFR).
4. Voluntary contributions and related interest earned are program income and must be used to expand services.

B. Match

The Provider will provide a match of at least 10 percent of the federal funds received for the cost for all services funded through this agreement. The Provider's match will be made in the form of cash and/or in-kind resources. At the end of the agreement period, all Older Americans Act funds must be properly matched.

C. Title III Funds

The Provider assures compliance with Section 306 of the Older Americans Act Amendments as amended in 2000, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to carry out an agreement or commercial relationship that is not carried out to implement Title III.

D. Carry Forward Funds

Carry forward funds must be identified on the computation of carry forward report submitted with the closeout report. Requests for award of carry forward funds must be justified by the Provider and approved by the Area Agency. All OAA carry forward funds must be budgeted in the same title as originally awarded.

E. Prioritization for Service Delivery

The Provider shall develop and implement policies and procedures consistent with Older Americans Act targeting criteria.

F. Information and Referral

The Area Agency shall ensure, through training and periodic monitoring, all Information and Referral/Assistance programs operating in the respective Planning and Service Area adhere to the Standards for Professional Information & Referral, ATTACHMENT III (revised 8/1/04) to this agreement. The basis of these standards are the standards

published by the Alliance of Information & Referral Systems (AIRS), copyright 2000,

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Agreement Number IA006-21

and amended by the Department of Elder Affairs to meet unique needs of the Elder Helpline system.

G. Service Cost Reports:

The Provider will submit semi-annual service cost reports that reflect actual costs of providing each service by program. These reports provide information for planning and negotiating unit rates.

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Agreement Number IA006-21

**ATTACHMENT II
OLDER AMERICANS ACT PROGRAM**

**AGREEMENT REPORT CALENDAR
ADVANCE BASIS AGREEMENT**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Department On This Date</u>
1	January Advance*	December 15
2	February Advance*	December 15
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 5
8	June Expenditure Report	July 5
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 5
12	October Expenditure Report	November 5
13	November Expenditure Report/Jan. Adv. Recon.**	December 5
14	December Expenditure Report/Feb. Adv. Recon.**	January 5
15	Final Expenditure and Request for Payment Report	February 15
16	Closeout Report	March 1

Legend: * Advance based on projected cash need.
 ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Department, payment is to accompany the report.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the State Comptroller prior to January 1 or until the agreement with the Department has been executed and a copy sent to the Comptroller. Actual submission of the vouchers to the State Comptroller is dependent on the accuracy of the expenditure report.

Note # 2: The last two months of the Provider's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the agreement, if advances have not been recouped.

1/2006

Agreement Number IA006-21

**ATTACHMENT III
OLDER AMERICANS ACT PROGRAM**

**SUMMARY OF STANDARDS FOR PROFESSIONAL
INFORMATION & REFERRAL**

I. SERVICE DELIVERY

Standard 1: Information Provision

Trained Information and Referral Specialists at the Elder Helpline service shall provide accurate information to an inquirer in response to a direct request for such information. Information can range from a limited response (such as organization's name, telephone number, and address) to detailed data about community service systems (such as explaining how a group intake system works for a particular agency), agency policies, and procedures for application. Every call, including information only calls, shall be documented. Documentation shall include the type of information requested and the action taken.

I&R Specialist shall encourage inquirers to call back if the information proves incorrect, inappropriate, or insufficient to link them with needed service(s).

Standard 2: Referral Provision

Elder Helpline shall provide information and referral services in which the inquirer has one-to-one contact with an I&R specialist. The referral process consists of assessing the needs of the inquirer, identifying appropriate resources, assessing appropriate response modes, indicating organizations capable of meeting those needs, providing enough information about each organization to help inquirers make an informed choice, helping inquirers for whom services are unavailable by locating alternative resources, and actively participating in linking the inquirer to needed services. Follow-up is required for each referral. The referral cannot be counted until follow-up is complete.

- The Elder Helpline shall strive to provide access to community resource information in a variety of formats.
- Hours of service shall be appropriate to community needs. If I&R services are not available on a 24 hour-basis, an answering system must be in place that identifies the agency, provides hours of operation and instructions for callers in an emergency (i.e. directing callers to dial 9-1-1 if an emergency)
- If the Elder Helpline has arrangements with another agency to provide 24-hour coverage, an arrangement must be documented in a formal memorandum of agreement (MOA).
- Elder Helplines not providing a formal crisis intervention service but receives calls from people who are in crisis must have prearranged protocols in place to connect callers to an appropriate agency that does.
- Elder Helpline shall utilize technology that improves access to services and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core

1/2006

Agreement Number IA006-21

services. Technology includes telephone systems, I&R software packages and searchable I&R databases on the Internet.

- Elder Helpline must have a written policy that ensures the confidentiality of inquirers is preserved and shall have agreement forms that staff and others with access to confidential information sign to document their intent to comply. The identity of inquirers, their requests and the information given to staff shall not be communicated to others unless:
 - Release of information is not required by law.
 - The inquirer has given permission for the information to be disclosed to another person or agency.
- Elder Helpline shall provide barrier-free access to its services for individuals and groups who have special needs, i.e. TDD/TTY access for people with hearing impairments, and language access for inquirers who speak languages other than English. For agencies that assist inquirers at their facility, the agency must be accessible for people with disabilities.
- Information and Referral services must be provided by a trained I&R Specialist.

Standard 3: Advocacy/Intervention

Elder Helpline shall offer advocacy to ensure people receive the benefits and services to which they are entitled and that organizations within the established service delivery system meet the collective needs of the community. For purposes of these standards, [advocacy] does not include legislative advocacy (lobbying). All advocacy efforts shall be consistent with policies established by the governing body of the Area Agency on Aging and shall proceed only with the permission of the inquirer.

The Helpline shall intervene on behalf of individuals to help them establish eligibility for or obtain needed services when they have been denied benefits or services to which they are entitled, or when they need assistance to communicate their needs to a service Provider.

Standard 4: Follow- Up

Follow-up on referrals must be completed within 10 calendar days either by telephone or visit to the inquirer and/or the organization, to determine that services are being provided and that the elder or caregiver is satisfied with the services as provided unless a crisis situation suggest more immediate follow-up.

If the inquirer has not received services or the need has not been met, the Helplines must determine whether there is still a need and make additional appropriate referrals. Follow-up results must be documented (that service was not received) for future reference.

1/2006

Agreement Number IA006-21

II. RESOURCE DATABASE

Standard 5: Inclusion/ Exclusion Criteria

The Elder Helpline must have a written policy that describes inclusion/exclusion criteria for the resource database. The inclusion/exclusion criteria shall be reviewed on a regular basis to ensure that they continue to meet the changing needs of the community. These criteria shall be uniformly applied and published so that staff and the public will be aware of the scope and limitations of the database.

If the agency charges a fee for the inclusion of organizations in its database, that practice shall be published as a part of its inclusion/exclusion criteria.

Standards 6: Data Elements

A standardized profile shall be developed for each county's organization within the planning and service area. The database shall include:

- Unique record identification number
- Agency legal name, common name and acronym
- Program name
- Address (mailing and physical location)
- Telephone number(s) including TDD/TTY and Fax
- If available, web site address and email
- Hours and days of operation
- Services provided and target population served
- Geographic area served
- Languages other than English in which the service is offered (bilingual staff or interpreter services)
- Eligibility requirement
- Fee structure for service if any
- Method payment accepted
- Access for people with disabilities or know how to navigate barriers to such access
- Date the information was last verified

Standard 7: Indexing the Resource Database/ Search Methods

Information in the resource database shall be indexed and accessible in ways that support the I&R process. Information in the resource database must be retrievable by a variety of search methods including the following:

- Alphabetically by organization name
- Type of services provided with cross-references
- Geographic location

Standard 8: Classification System (Taxonomy)

1/2006

Agreement Number IA006-21

Elder Helpline shall use the AIRS/INFO LINE Taxonomy of Human Service classification system.

Standard 9: Database Maintenance

The resource database including the statewide elder resource directory shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents. The resource database shall be updated at least annually by surveys, telephone contact or on-site visits to organizations listed in the database. Records in the database shall include the date of the last update.

III. REPORTS AND MEASURE

Standard 10: Inquirer Data Collection

Elder Helpline shall establish and use a system for collecting and organizing inquirer data which facilitates appropriate referrals and provides a basis for describing requests for service, identifying service gaps and overlaps, assisting with needs assessments, supporting the development of products, identifying issues for staff training and facilitating the development of the resource information system. Inquirer data includes information gathered during follow-up as well as that acquired during the original contact.

The data collected must provide enough information about inquirers' need to identify:

- Service requests
- Gaps in services
- Insufficient resources/service shortages
- Demographic data
- Profile of inquirers served
- Relationship of the person needing services to the inquirer
- Age
- Gender
- Type of service requested
- Referral Outcome (i.e. referral provided or service gap/reason for gap)
- Organization(s) to which the inquirer was referred
- Information about the inquiry (i.e. type of service provided, method of contact)
- Follow-up information (i.e. follow-up contact, follow-up results)
- Client tracking/case management information

Elder Helpline shall have in place appropriate security precautions that protect and keep confidential data collection forms and inquirer information.

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Standard 11: Data Analysis and Reporting

The Elder Helpline shall develop reports using inquirer data and/or data from the resource database to support community planning activities (or planning at other levels), internal analysis and advocacy. At minimum, reports shall have the ability to provide statistics regarding types of calls (information, referral, crisis), follow-up results, inquirer characteristics, service requests, service use, community assets and gaps and duplications in services. The reports shall also provide data to measure the effectiveness of the I&R service and service outcomes.

Elder Helpline shall submit quarterly reports to the Department of Elder Affairs. Reports shall include total number of incoming calls, type of service requested, referrals (clients served), and gaps in services.

IV. COOPERATIVE RELATIONSHIPS

Standard 12: Cooperative Relationships within the Local I&R System

In communities which have a multiplicity of comprehensive and specialized I&R Providers, the Elder Helpline shall develop cooperative working relationships to build a coordinated I&R system which ensures broad access to information and referral services, maximizes the utilization of existing I&R resources, avoids duplication of effort and encourages seamless access to community resource information. Elder Helpline must develop and define its working relationships with comprehensive/2-1-1 services and formalize through a memorandum of understanding (MOU) or memorandum of agreement (MOA).

Elder Helpline must participate in the statewide elder services directory. Attempts should also be made to participate in local database collaboration as a means of avoiding duplication of database maintenance activities and achieving broader coverage of different types of community resources. The Helpline must maintain comprehensive, accurate, and up-to-date information on the community resources for which they have maintenance responsibility.

Standard 13: Cooperative Relationships within the Local Service Delivery System

Elder Helpline shall strive to develop cooperative working relationships with local service Providers to build an integrated service delivery system which ensures broad access to community services, maximizes the utilization of existing resources, avoids duplication of effort and gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Provider.

Elder Helpline shall work with state and local Providers to assess the viability of using its call center capacity as the first point of contact for calls into the system. Helplines shall encourage collaborating service Providers to participate in community and statewide data collection, analysis and reporting activities where appropriate.

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Standard 14: Cooperative Relationships Among Local, State or Provincial, Regional, National, and International I&R Providers

Elder Helpline shall work with comprehensive I&R services at all geographic levels (local, state, regional, and national) to develop formal and informal working relationships with the objective of broadening the availability of information and referral to all inquirers, facilitating access to appropriate resources regardless of their origin and/or location, avoiding duplication of effort and funding, expanding the effectiveness of social analysis with more global information about needs and services, and augmenting the impact of advocacy efforts through coordination, where possible. Elder Helpline shall:

- Identify and develop cooperative working relationships with key state and national I&R Providers to provide an alternative source for specialized referrals when local resources are not available.
- Develop access to a broader spectrum of useful web-based resources, written materials and other products in specialized areas.
- Better meet the needs of low incidence populations.

Standard 15: Participation in State or Provincial, Regional, National, and International I&R Associations

Elder Helpline shall strive to strengthen state, regional, and national I&R associations by participating in activities such as FLAIRS (Florida Alliance of Information and Referral Services) and AIRS (Alliance of Information and Referral Systems).

V. ORGANIZATIONAL REQUIREMENTS

Standard 16: Governance

The auspices under which the Elder Helpline operates shall ensure the achievement of I&R goals and meet the standards set forth by the Department of Elder Affairs. Goals shall include but are not limited to:

- Assist in procuring financial and technical assistance to sustain the I&R service;
- Providing human resources to adequately staff the I&R service; a minimum of 2.5 dedicated information and referral specialists;
- Promoting the information and referral system throughout the community ensuring appropriate publicity, public relations and marketing;

The Elder Helpline must conduct regular needs assessments to keep abreast of the issues and needs of the population it serves. Options include but are not limited to:

- Analysis of inquiries and follow-up information;
- Periodic surveys;
- Community networks;
- Participation in task forces;

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- Periodic focus groups; and
- Information gathered through its web site.

The Elder Helpline must have a formally adopted, regularly reviewed, dated and formatted written policy which clearly articulate the general principles by which it manages the information and referral service. Organizational policies should cover the following:

- Personnel
- Confidentiality
- Equipment
- Service delivery
- Financial procedures
- Office procedures
- Resource database management, and
- Emergency operating procedures.

The Elder Helpline shall have in place a statement approved by the organization's governing body prohibiting discrimination in all of its forms and documenting its intention to comply with all laws, orders and regulations addressing this issue. The Helplines must have a process for registering and resolving complaints from inquirers, staff members and the community involving discrimination.

The Elder Helpline must secure sufficient financing to enable the I&R service to provide adequate service and maintain the standards of operation.

The Elder Helpline must provide adequate, accessible space and equipment to ensure that staff can effectively perform their duties.

- Sufficient space to ensure confidential interviewing must be provided.
- Sufficient space for files and technology needs must be provided.
- Offices must be equipped with sufficient desks, tables, chairs, supplies, and lockable filing cabinets.
- Offices must be free of architectural barriers to people with physical disabilities per ADA requirements.
- If the Elder Helpline is designed to serve walk-ins, the office shall be accessible by public transportation, have available parking and be geographically convenient to the elder population.

Standard 17: Personnel Administration

The Elder Helpline shall provide a framework and mechanisms for program and personnel management and administration that guarantee the continuity and consistency required for effective service delivery.

- Elder Helpline must have written, dated job descriptions for all staff and volunteers outlining responsibilities, essential job functions and lines of accountability. The job descriptions must be dated within the past two years.
- Elder Helpline may use trained volunteers who are considered as unpaid staff members. Volunteers shall be recognized for their support, time and effort.

Standard 18: Staff Training

The Elder Helpline shall have a training policy and make training available to paid and volunteer staff, that is based on pre-determined written training goals with written curriculum objectives defining behavioral outcomes for each module. Training for I&R specialists shall include:

- Pre-service training appropriate to the skills of new staff so that they meet expectations in interview techniques and attitudes; listening skills; communication; proper telephone usage; assessment techniques; information giving and referral procedures; follow-up; data recording; maintenance of inquirer records; use of the resource database; job related equipment and tools including database software and the organization's telephone system; working with multicultural/ethnic inquirers, older adults, people with disabilities, sexual minorities and other special populations; and techniques for handling calls from lonely, unhappy or angry callers or those in crisis.
- In-service training focusing on refining and updating the staff's information and referral skills. Topics shall include significant changes in laws affecting the local service delivery systems or requirements for the I&R service, community services, personal skill development, assistance in maintaining objective attitudes toward the inquirer's needs, and use of services or technology.

Standard 19: Promotion and Outreach

The Elder Helpline shall establish and maintain a program that increases public awareness of information and referral services, its objectives, and its value to the community. At least two outreach projects targeting low-income minority and rural elders must be completed annually. The Helpline shall use various methods to publicize information and referral; methods shall be tailored to meet the needs of diverse populations and may include:

- | | |
|--|--|
| • Personal contact | • Telephone directories |
| • Speaking engagements | • Printed materials such as brochures, posters, and billboards |
| • Community meetings | • Booths at fairs |
| • Public service announcements or listings | • Radio |
| • Feature articles | • Television |
| • News stories | • Internet web pages |
| • Displays | |

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ATTACHMENT IV

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Older Americans Act funds for the 2006 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2006; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2006. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2006.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

D. D. E. H. a. L.

Name

President

Title

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

3/28/06

Date

1/2006

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Attestation Statement

ATTACHMENT V

Agreement Number IA006-21

Amendment Number N/A

I, Tony Masilotti, Chairman, attest that only punctuations and grammatical
(Provider representative)

changes or revisions have 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 the Palm Beach County 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 affect on the agreement/contract content.

R2006 0404

ATTEST:

FEB 28 2006

SHARON BOCK, CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman Tony Masilotti, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY