

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment #003 to Facility Use Agreement (R2003 1265 dated November 18, 2003) with the Jewish Community Center of the Greater Palm Beaches, Inc., renewing the agreement for one year, providing funding in the amount of \$11,335 for a part-time Meal Site Manager, and updating certifications required by the State.

Summary: This Amendment provides for the continuation of a part-time Meal Site Manager at the Jewish Community Center of the Greater Palm Beaches, Inc. site located at 3151 N. Military Trail, West Palm Beach, for the period of January 2, 2007, through December 31, 2007. It also updates State required certifications regarding lobbying, debarment, data integrity compliance and audits. This site consists of Jewish participants who require a kosher meal. The \$11,335 will provide for the salary and fringe benefits for a site manager for 25 hours per week. The program is funded under the Older Americans' Act grant in the amount of \$10,202 (90%) and \$1,133 (10%) in County match. The county's portion is included in the FY 2007 budget and will be requested in the FY 2008 budget. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road. (TKF)

Background and Justification: In accordance with the Older Americans' Act, the Division of Senior Services (DOSS) operates congregate dining sites for the elderly. These sites are located in school cafeterias, churches, housing projects, residences for the elderly and community centers. Owners of these facilities donate space; however, under the Older Americans Act, funds are provided to reimburse for other required expenses. For a number of years, the JCC has operated the meal site under accord of the kosher dietary laws, and is willing to provide same for calendar year 2007.

Attachments:

1. Amendment 003 Use of Facility Agreement with the Jewish Community Center of the Greater Palm Beaches, Inc.

Recommended By:


Department Director

Date

11-8-2006

Approved By:


Assistant County Administrator

Date

11-17-06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	<u>8,502</u>	<u>2,833</u>			
External Revenue	<u>(7,652)</u>	<u>(2,550)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>850</u>	<u>283</u>			
#ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?: Yes X No _____
 Budget Account No.: Fund 1007 Dept 144 Unit. 1458/1459 Object 3419
 Program Var.

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

	<u>C-1</u>	<u>C-2</u>	<u>Total</u>
Federal Funds (90%)	\$7,652	\$2,550	\$10,202
County Match (10%)	850	283	1,133
Total	<u>\$8,502</u>	<u>\$2,833</u>	<u>\$11,335</u>

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFBM Budget and/or Contract Dev. and Control Comments:

Elizabeth Blasen 11/15/06
 OBMB/Budget
 11/14/06

Dr. J. Jacob 11/16/06
 Contract Development and Control
 E. Jones 11/16/06

B. Legal Sufficiency:

[Signature] 11/17/06
 Assistant County Attorney

This amendment complies with
 our review requirements.

C. Other Department Review:

 Department Director

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

Revised 9/03

AMENDMENT #003

AMENDMENT TO FACILITY USE AGREEMENT

This Amendment, made and entered into at West Palm Beach, Florida on this _____ day of _____, 2006 by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as COUNTY, and the Jewish Community Center of the Greater Palm Beaches, Inc., hereinafter referred to as the FACILITY, a non-profit organization entitled to do business in the State of Florida, whose address is **3151 N. Military Trail, West Palm Beach, FL 33409.**

WITNESSETH:

WHEREAS, the need exists to amend the Agreement in an amount not to exceed \$11,335.00 for the period January 2, 2007 through December 31, 2007 (Document R2003 1865).

- I. Exhibit "A2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "A3 01/02/07".
- II. Exhibit "B2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "B3 01/02/07".
- III. Exhibit "C2" of the Agreement is withdrawn in its entirety and replaced with a new Exhibit "C3 01/02/07".
- IV. Attachment "I 2" is withdrawn in its entirety and replaced with a new Attachment "I 3" Certification Regarding Lobbying.
- V. Attachment "II 2" is withdrawn in its entirety and replaced with a new Attachment "II 3" Certificate Regarding Debarment.
- VI. Attachment "III 2" is withdrawn in its entirety and replaced with a new Attachment "III 3" Audit Attachment.
- VII. Attachment "IV2" is withdrawn in its entirety and replaced with a new Attachment "IV3" Certification Regarding Data Integrity Compliance.
- VIII. Attachment "V" (HIPAA of 1996) remains the same.

OTHER PROVISIONS

All provisions in the Agreement or Exhibits to the Agreement in conflict with this third Amendment to the Facility Use Agreement shall be and are hereby changed to conform this Amendment.

All provisions not in conflict with this Agreement are still in effect and are to be performed at the same level as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 2 page Amendment to be executed by their officials thereupon duly authorized.

ATTEST:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson Date

WITNESS: _____
By: *Gwilda Baltin*
Signature

FACILITY: _____
By: *Thomas Marion*
Signature

GWILDA BALTIM
Name (Type or Print)

Thomas Marion, Executive Director
Name & Title (Type or Print)

11/3/04
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: *Thomas Marion*
DEPARTMENT HEAD

EXHIBIT "A 3"

SCOPE OF WORK

FACILITY AGREEMENT BETWEEN PALM BEACH COUNTY AND THE JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES, INC.

The Division of Senior Services (DOSS) operates congregate dining sites for the elderly north of Hypoluxo Road to the Martin County line. These sites are located in school cafeterias, churches, housing projects, residences for the elderly, community centers, and fraternal organizations. Owners of these facilities donate space to DOSS and no charge is required to reimburse the owners for increased energy usage. As of January, 1991 DOSS has been responsible for the provision of kosher congregate and home delivered meals in addition to the non-kosher meals being served.

The Center is willing to continue to provide/manage one (1) existing kosher meal site (West Palm Beach) for the period January 2, 2007 through December 31, 2007. This is to assure access to kosher meals by the target population. Funds are provided in DOSS's Older American's Act grant to reimburse the Center for a share of costs related to staffing/management of the designated meal site based on the following promises:

1. The Center will be responsible for receipt and storage of kosher meals and other food items and supplies from the food services purveyor designated by DOSS.
2. The Center shall provide qualified staff too manage the meal site and to assure that meals are heated and served in compliance with local, State and Federal regulations, and in accord with kosher specifications. The Center will also package and deliver meals to the homebound as specified by DOSS. The Meal Site Manager shall meet the same qualifications as specified in the County's position description. The DOSS Nutrition Coordinator will participate in the selection and hiring of the Meal site manager for the kosher site.
3. All necessary food service related supplies including food containers, utensils, paper products, etc., shall be furnished by DOSS or its designated food services purveyor.
4. DOSS shall monitor the meal site periodically in regard to compliance with OAA grant standards and shall conduct a client satisfaction survey at each meal site and for home delivered meals at least once annually.
5. Client contributions toward the cost of meals will be collected by the Center's assigned Meal Site Manager and submitted to DOSS on a mutually agreed schedule..
6. The Meal Site Manager will be responsible for congregate meal site reservations, maintenance of documentation to support the quantity of meals ordered and served, annual client registrations, status of current inventories and reports, as required by DOSS relevant to the kosher meals component, and collection and recording of client contributions.
7. The Meal Site will operate Monday thru Friday exclusive of County holidays specified in Exhibit "C3" and those days identified by the Center to observe Jewish Holidays.
8. The Center, when advertising the meals program, shall acknowledge that the meals program is funded through the Older American's Act (OAA), State of Florida, and Palm Beach County.
9. Meal storage and heating equipment shall be maintained in a manner consistent with Palm Beach County Health Department, State, and Federal standards in regard to cleanliness, temperature, and general repair associated with normal use.

EXHIBIT "B3"

**USE OF FACILITY AGREEMENT
JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES, INC.**

**TITLE III
THE OLDER AMERICANS ACT**

	C-1	C-2	TOTAL
Personnel:			
1. Site Manager 9:00 a.m. - 2:00 p.m.			
5 hours @ \$8.10 x 260 days	\$7,898 (75%)	\$2,632 (25%)	\$10,530
2. FICA @ .0765%	604	201	805
	<hr/>	<hr/>	<hr/>
	\$8,502	\$2,833	\$11,335

SCHEDULE FOR PAYMENT

<u>MONTH OF</u>	<u>BILLING RATE</u>	<u>EXTENDED</u>
January, 2007	\$944.58	\$944.58
February, 2007	\$944.58	1889.16
March, 2007	\$944.58	2833.74
April, 2007	\$944.58	3778.32
May, 2007	\$944.58	4722.90
June, 2007	\$944.58	5667.48
July, 2007	\$944.58	6612.06
August, 2007	\$944.58	7556.64
September, 2007	\$944.58	8501.22
October, 2007	\$944.58	9445.80
November, 2007	\$944.58	10390.38
December, 2007	\$944.58	11335.00

EXHIBIT "C3"

2007 HOLIDAY SCHEDULE

Martin Luther King, Jr. Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Floating Holiday (Day after Thanksgiving)

Christmas Day

Floating Holiday (Day after Christmas)

New Year's Day

ATTACHMENT 13

3/2004

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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 any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding 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.
- (2) 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 an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. 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.

Signature

Date

THOMAS R. MARION
Name of Authorized Individual

9/18/06
Application or Contract Number

JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC.
Name of Organization

3151 N. MILITARY TRAIL
Address of Organization

WPG, FL 33409

**INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

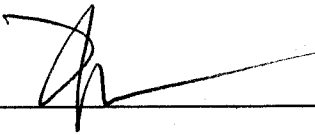
1. Each provider of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Area Agency nor its contract providers can contract with sub-recipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this agreement is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the program manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the program manager for assistance in obtaining a copy of those regulations.
5. The provider further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each sub-recipient of agreements referencing this agreement whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. The Area Agency may rely upon a certification of a provider/ sub-recipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Area Agency knows that the certification is erroneous.
8. The provider may rely upon a certification by a sub-recipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/sub-contracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all sub-recipients shall be kept on file with provider.

**INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature



Date

9/18/06Thomas R. Marion, EXEC. DIR.

Name and Title of Authorized Individual
(Print or type)

JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC.
Name of Organization

Audit Attachment

The administration of funds awarded by the Area Agency to the provider and the sub-recipient through agreements with the provider, may be subject to audits and/or monitoring by the Area Agency and other authorized state personnel or federal personnel as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Area Agency staff, limited scope audits as defined by OMB Circular A-133, as revised, 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 Area Agency. In the event the Area Agency determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Area Agency 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 Comptroller, Auditor General or federal personnel.

OTHER REQUIREMENTS

If the provider is a non profit organization, the Oath of Not for Profit Status form (Exhibit 2 of this attachment) must be completed and returned to the Area Agency with the signed agreement.

Audits

PART I: FEDERALLY FUNDED

This part is applicable if the provider or sub-recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider or sub-recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the provider or sub-recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the Area Agency by this agreement, if any, are indicated in section II. A. of the contract(s) covered by this agreement. In determining the Federal awards expended in its fiscal year, the provider or sub-recipient shall consider all sources of Federal awards, including Federal funds received from or passed through the Area Agency. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider or sub-recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider or sub-recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from provider resources obtained from other than Federal entities).
4. Information regarding audit requirements contained in OMB Circular A-133 and section 215.97, F.S., can be obtained from the following web-sites:

<http://www.whitehouse.gov/omb/circulars/>

and:

<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the provider is a non-state entity as defined by section 215.97, F.S..

1. In the event that the provider expends a total amount of State awards (i.e.) State financial assistance provided to the provider to carry out a State project) equal to or in excess of \$300,000 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 Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Area Agency by this agreement are indicated in section II. A. of the contract(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the provider shall consider all sources of State awards, including State funds received from the Area Agency, other state agencies, and other non-state entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 2, the provider shall ensure that the audit complies with the requirements of section 215.97, F.S.. This includes submission of a reporting package as defined by section 215.97, F.S., and Chapter 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations) Rules of the Auditor General, to include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects: activities allowed or unallowed; allowable costs/cost principles; matching (if applicable), and; reporting.

3. If the provider expends less than \$300,000 in State awards 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 \$300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from the provider's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this attachment shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of provider's fiscal year end:

- A. Two copies to the Palm Beach County Division of Senior Services at the following address:

PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite 300
West Palm Beach, FL 33401

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

2. The provider shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Area Agency at the following address within 45 days of receipt of the report but no later than nine (9) months of the provider's fiscal year end:

PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite 300
West Palm Beach, FL 33401

3. Copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the provider directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of provider's fiscal year end:

- A. The PBC Division of Senior Services at the following address:

**PBC Division of Senior Services
Attn: Program Director
810 Datura Street, Suite 300
West Palm Beach, FL 33401**

B. The Auditor General's Office at the following address:

**State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450**

4. Any reports, management letters, or other information required to be submitted to the Area Agency pursuant to this attachment shall be submitted timely in accordance with OMB Circular A-133, section 215.97 F.S., and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable and should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the package.
5. Providers, when submitting the financial reporting packages to the Area Agency, should indicate the date that the audit report was delivered to the provider in correspondence accompanying the audit report.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this attachment for a minimum period of **five (5)** years from the date the audit report is issued or longer if requested by the Area Agency in writing, and shall allow the Area Agency or its authorized designee, and the Comptroller or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Area Agency or its designee, and the Comptroller or Auditor General upon request, for a minimum period of **five (5)** years from the date the audit report is issued, or may need to be longer if requested in writing by the Area Agency.

PART V: SPECIFIC REQUIREMENTS OF AREA AGENCY ADMINISTERED PROGRAMS

1. The Area Agency requires a supplemental schedule of functional expenses be prepared in a format provided by the Area Agency, which presents costs by service (as defined by the Area Agency), including units of service delivered, for provider or sub-recipients expending state or federal awards for services performed by their employees, contractors, and other payees who receive payment from Area Agency-administered funds for units of service recorded in the Department of Elder Affairs' Client Registration and Tracking System (CIRTS).

This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.

2. If an audit is not required or performed, the head of the provider entity or organization must provide a written attestation, under penalty of perjury, that the provider has complied with the allowable cost provisions (congruent with the Reference Guide for State Expenditures and OMB Circular A-122 or A-87, whichever is applicable). EXHIBIT 1 to this attachment provides an example attestation document that should be used by the agency head or authorized signatory for contracts to attest to compliance with these provisions.
3. Interest earned on federal funds or general revenue funds must be returned to the Area Agency. A chart is included in all agreements/contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
4. Specific requirements for match, co-payments, and program income applicable to programs administered by the Area Agency are outlined in the following applicability chart. Brief definitions of terms used in the chart are included.

APPLICABILITY CHART

	Match	Program Income	Co-payment
(CCE) Community Care for the Elderly Program	<ul style="list-style-type: none"> providers must match at least 10 percent of the cost of all Community Care for the Elderly services. match may be either by cash, certified public expenditure, or third- party in-kind all CCE funds expended must be properly matched at the end of the contract period CCE core service funds cannot be used as match for AAA administration costs 	<ul style="list-style-type: none"> may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year voluntary contributions may be used to meet local match requirements 	<ul style="list-style-type: none"> must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services.
(HCE) Home Care for the Elderly Program		<ul style="list-style-type: none"> may be spent in the same contract year as earned, or carried forward and spent in the next state fiscal year 	
(ADI) Alzheimer's Disease Initiative		<ul style="list-style-type: none"> may be deposited in an interest bearing account and used to increase services in the same contract year earned or carried forward and spent in the next state fiscal year 	<ul style="list-style-type: none"> must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. can not be used for cost sharing
(LSP) Local Service Programs		<ul style="list-style-type: none"> may be spent in the same contract year as earned or carried forward and spent in the next state fiscal year 	
(OAA) Older Americans Act Program	<ul style="list-style-type: none"> OAA funds cannot be used for match for other federal programs. match may be either by cash, certified public expenditure, or third-party in-kind Providers and sub-recipients match requirement is 10% 	<ul style="list-style-type: none"> program income must be expended during the contract period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated voluntary contributions can not be used for cost sharing or match 	<ul style="list-style-type: none"> complies with Older Americans Act Amendments of 2000, section 315, in regard to consumer contributions

APPLICABILITY CHART DEFINITIONS

AAA. Area Agency on Aging

Program Income. Program income means gross income earned by a recipient from activities which are supported by a grant; i.e., when at least some of the cost of the activity is a direct cost of the grant or indirect cost which helps match requirements of the grant. Program income includes contributions for meals or other supportive services, proceeds from the sale of tangible personal property purchased for the program, fees for the usage or rental of such property, and patent or copyright royalties for materials developed through the program. Revenue generated from a particular activity of the recipient/sub-recipient for which Department funds were used to cover at least half the cost is considered program income. **Note:** Money donated (cash donation) without earmark to the project by the donor should not be declared in an audit to be "program income".

Cash Donations. Cash donations are money donated without earmark to the project by the donor. These donations, when used as match, cannot be earmarked for any specific expenditure but are to be budgeted normally. Cash donation are not program income.

Match. When general revenue funded contracts require match, it may be either by cash, certified public expenditure, or third-party in-kind. The non-federal share used to match OAA funds may be cash, certified public expenditure, or third-party in-kind.

Co-payments. Fees assessed and collected according to a sliding scale based on the consumer's income for CCE and ADI services.

In-kind Resources. In-kind resources must be identified in project records, necessary to project's achievement, reasonable and in proportion to time used for project, claimed after use in the project and, not included as contributions for other programs unless specifically allowed.

In-kind contributions represent a value placed on noncash contributions provided to the recipient of a contract. In-kind contributions may consist of actual charges for real property and equipment, and the value of goods and services that directly benefit and are identified with project activities. This may include staff time contributed by state and local agencies not otherwise matched or supported by federal funds.

MANAGEMENT ATTESTATION LETTER

(To be completed at the end of provider's or sub-recipient's fiscal year)

Contract or Agreement Number: _____

I, Thomas R. Marion, hereby attest under penalty of perjury
(provider's authorized representative)that Jewish Community, based on the criteria set forth in the Area Agency's Audit Attachment,
(provider agency name) Center of the Greater Palm Beaches Inc.

PARTS I and II, that:

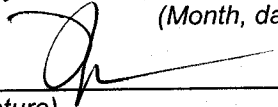
A. The above named provider **is not** required to provide an audit report or reporting package because
[check applicable statement(s)]:

The above-named entity has not expended \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in total federal awards in its fiscal year and therefore is not required to have a single or program-specific audit performed in accordance in OMB Circular A-133, as revised, and/or;

The above-named entity has not expended a total amount equal to or in excess of \$300,000 in state awards in its fiscal year and therefore is not required to have a State single or program-specific audit in accordance with section 215.97, Florida Statutes.

B. The provider has complied with the allowable cost provisions [congruent with State and Federal law, generally accepted accountant principles, the Department of financial Services' Reference Guide for State Expenditures, and Office of Management and Budget (OMB) Circular A-122, A-110, or A087, whichever is applicable].

By making this statement the provider has considered not only funding or awards from the Area Agency, but all sources of Federal and State funding or awards.

Fiscal year ended _____
(Month, day, year)

(Signature)Exec. DIR.

(Title)9/18/06

(Date)

3/2004

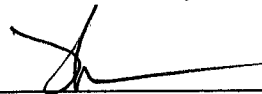
ATTACHMENT III3
Exhibit - 2

OATH OF NOT FOR PROFIT STATUS

Contract or Agreement Number: _____

As an authorized representative for the Provider identified herein, and in the above referenced document(s), I do hereby swear under oat that this entity is currently a "not for profit" (non-profit) organization as defined in section 501(c)(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will be notified in writing immediately.

JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC
Name of Provider entity



Signature of Authorized Representative

THOMAS R. MARION, EXEC DIR
Printed name and Title of Authorized Representative

9/18/06
Date of Oath

ATTACHMENT IV 3

3/2004

CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned, an authorized representative of the provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The provider and any sub-recipients 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 of 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 provider, sub-recipient(s), or any outside entity on which the provider 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, recipient(s) will take immediate action to assure data integrity.
- (3) If this contract includes 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 provider (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

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 provider 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.

- (4) The provider and any sub-recipient(s) of services under this contract warrant 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.

The provider shall require that the language of this certification be included in all subcontracts, sub-grants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and A-110.

JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES INC.
Name and Address of Provider 3151 N. MILITARY TRAIL, WPB, FL 33409

[Signature] EXEC. DIR. 9/18/06
Signature Title Date

Thomas R. Marion
Name of Authorized Signer

Health Insurance Portability and Accountability Act (HIPAA) of 1996

The Area Agency and the provider will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Area Agency and the provider recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the following:

- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.
- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- (l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- (p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/11/06

PRODUCER

Kornreich/NIA
1400 Centrepark Boulevard
Suite 600
West Palm Beach, FL 33401THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Jewish Community Ctr
3151 N. Military Trail
West Palm Beach, FL 33409

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: New Hampshire Insurance Company

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	LX1015793	09/01/06	09/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BINDER956960	09/01/06	09/01/07	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STAT-L TOBY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as additional insured with respects to the
general liability. Coverage includes Senior Adult Congregate Meals
Program.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
810 Datura Street
West Palm Beach, FL 33401
ATTN: Joan Soucy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE