

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **October 2, 2007**

**Consent**

**Regular**

**Ordinance**

**Public Hearing**

Department

Submitted By: Community Services

Submitted For: Division of Senior Services

**I. EXECUTIVE BRIEF**

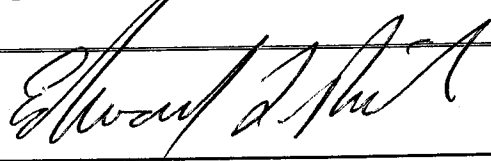
**Motion and Title: Staff recommends motion to approve:** Standard Agreement No. IC007-9500 for the Community Care for the Elderly (CCE), for the period July 1, 2007, through June 30, 2008, in an amount of \$1,069,652 with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA).

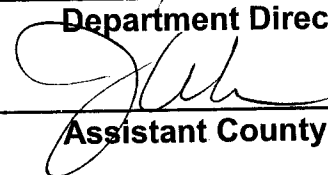
**Summary:** The Agreement will allow the Division of Senior Services (DOSS), as lead agency, to provide case management, case aide and adult day care services. DOSS also contracts with vendors to provide a broad spectrum of community-based services to assist age 60 plus seniors at risk of nursing home placement to live in the least restrictive environment suitable to their needs. CCE services are funded with \$1,069,652 in State funds provided through the AAA agreement, Program Income of \$35,679, a required County match of \$118,850, and additional County funds in the amount of \$ 687,153 are needed to cover staff salaries and administrative costs not covered by the grant. The Agreement spans two (2) County fiscal years. Sufficient funding is available in the FY 2007 budget to meet County obligations. County match and additional funding required to meet FY 2008 obligations are in the FY 2008 budget. In the area south of Hypoluxo Road, Ruth Rales Jewish Family Service currently provides CCE services under a similar agreement from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** DOSS is responsible for referrals to vendors for the CCE and other programs in northern and western Palm Beach County and contract with vendors to provide counseling (mental health/screening), emergency alert response, homemaker, personal care, shopping assistance, respite (in-home & facility-based), companion, chore, escort, pest control and specialized medical equipment, services & supplies. Additional referrals will be made to other community resources as determined by needs of the senior population.

**Attachments:**

CCE Standard Agreement No. IC007-9500

Recommended By:  9-14-2007  
Date

Approved By:  9-27-07  
Assistant County Administrator Date

**II. FISCAL ANALYSIS IMPACT**

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

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>477,834</u>	<u>1,433,500</u>	_____	_____	_____
External Revenue	<u>(267,413)</u>	<u>(802,239)</u>	_____	_____	_____
Program Income (County)	<u>(8,920)</u>	<u>(26,759)</u>	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>201,501</u>	<u>604,502</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1008 Dept. 144 Unit. 1443 Obj. Var.  
 Program Code Var.

No additional funding is required for FY 2007. Required funding is ~~available~~ in the FY 2008 budget.

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

Funding sources are the State of Florida and Palm Beach County.

<u>Funds</u>	<u>07-08</u>
State	\$1,069,652
Program Income	35,679
Match (10%)	118,850
Addnl. County Funds	<u>687,153</u>
<b>Totals</b>	<b>\$1,911,334</b>

Departmental Fiscal Review: REVIEWED

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Administration Comments:  
 Since the contract was not signed by 7/1/07, a certification for retroactive payment back to 7/1/07 is included in the contract.

[Signature] 9-24-07  
 8/28 9/21/07 OFMB TM  
 8/22 9/24/07 9/20 09/18/07

[Signature] 9/26/07  
 Contract Administration

B. Legal Sufficiency:  
[Signature] 9/27/07  
 Assistant County Attorney

9/25/07

This Contract complies with our contract review requirements.

The effective date of the contract is retroactive.

C. Other Department Review:

Department Director

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

**STANDARD AGREEMENT  
AREA AGENCY ON AGING**

**CONTRACT PROVISIONS**

**THIS Agreement** is entered into between the Area Agency on Aging/Palm Beach Treasure Coast Inc., hereinafter referred to as the "Agency", and Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider".

**I. Provider Agrees:**

**A. Final Request for Adjustments and Payment:**

1. Final requests for budget revisions or adjustments to agreement funds based on expenditures for services provided through June 30, 2008 must be submitted to the Agency fiscal grants manager by July 10, 2008.
2. The final request for payment invoice must be submitted by August 1, 2008.

**II. Agency Agrees:**

**A. Agreement Amount:**

To pay for services in accordance with the **PROGRAM PROVISIONS** of this agreement in an amount not to exceed **\$1,069,652.00**, subject to the availability of funds.

**B. Obligation to Pay:**

The Agency's and State of Florida's performance and 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 eligible for reimbursement under this agreement.

The projected funding allocation chart provided below is in accordance with the Annual Release Plan for Fiscal-Year 2007-08 developed by the State of Florida Office of Policy and Budget. To help ensure the availability of funds, the provider must not invoice more than 24% of the agreement amount the first three quarters. Should the provider invoice less than 24% in any of the first three quarters, the difference between 24% and the invoiced amount will be available in the subsequent period(s).

The funds awarded to the provider pursuant to this agreement are in the state grants and aids appropriations and consist of the following projected quarterly allocations:

Program Title	Funding Source	CFDA/CSEA	Quarter/Dates	Allocation
Community Care for the Elderly	General Revenue/ Tobacco Settlement Trust Fund	65010	1 <sup>st</sup> 7/1/07-9/30/07	\$256,717
			2 <sup>nd</sup> 10/1/07-12/31/07	\$256,717
			3 <sup>rd</sup> 1/1/08-3/31/08	\$256,717
			<b>Projected 4<sup>th</sup></b> 4/1/08-6/30/08	\$299,501
<b>PROJECTED ANNUAL TOTAL</b>				<b>\$1,069,652</b>

**III. Provider and Agency Mutually Agree:**

**A. Effective Date:**

1. This agreement shall begin on July 1, 2007 or on the date the agreement has been signed by both parties, whichever is later.
2. This agreement shall end on June 30, 2008.
3. In the event that a subsequent agreement may not be executed prior to the July 1<sup>st</sup> start date, the 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 contract amount.

**B. Provider Responsibility:**

Notwithstanding the pass-through language contained in the Assignments and Subcontracts clause of the STANDARD PROVISIONS of this agreement, the provider maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal and state laws.

**C. Notice, Contact, and Payee Information:**

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

Kim McGow  
Area Agency on Aging of Palm Beach/Treasure Coast, Inc.  
Palm Beach/Treasure Coast, Inc.  
1764 N. Congress Avenue, Suite 201  
(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:

Faith Martin, Director  
Division of Senior Services  
810 Datura Street, Suite 300  
West Palm Beach, FL 33401  
(561) 355-4746

3. In the event either party designates different representatives 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 Beach County Board of County Commissioners  
Division of Senior Services  
810 Datura Street, Suite 300  
West Palm Beach, FL 33401

**D. Renegotiation or Modification:**

Upon receipt of a Notice of Award Increase/Decrease, the provider shall update affected information in budget summaries, deliverable schedules, unit rate information or any other applicable financial information contained in the provider's service provider application or required in this agreement. This shall be submitted to the Agency within ten days of receipt of such notice.

**PROGRAM PROVISIONS: COMMUNITY CARE FOR THE ELDERLY****I. Statement of Purpose**

The Community Care for the Elderly (CCE) Program was created to assist functionally impaired elderly persons live dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization and coordination of multiple community-based services to assist aged 60 + elders at risk of nursing home placement to reside in the least restrictive environment suitable to their needs.

**II. Services to be Provided****A. Services:**

1. The provider's service provider application for state fiscal year 2007, and any revisions thereto approved by the Agency and located in the program manager's file, are incorporated by reference in this agreement between the Agency and the provider, and prescribe the services to be rendered by the provider.
2. With the exception of Adult Protective Services (APS) high-risk referrals, consumers may not be dually enrolled in the CCE program and a Medicaid capitated long-term care program. APS high-risk referrals who are enrolled in a Medicaid capitated long-term care program at the time of referral may receive crisis-resolving CCE-funded services only under the following circumstances:
  - a. The long-term care program provider is contacted regarding the referral as soon as it is received.
  - b. The CCE lead agency receives assurance from the long-term care program provider that the long-term care program in which the consumer is enrolled will address the consumer's needs.
  - c. The CCE lead agency may only provide services until the crisis is resolved.

**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 state fiscal year 2007 and the Department of Elder Affairs (DOEA) Home and Community-Based Services Handbook. In the event the handbook is revised, such revision will automatically be incorporated into the agreement and the provider will be given a copy of the revisions.

**III. Method of Payment**

- A. The method of payment in this agreement includes advances, cost reimbursement for administration costs, and fixed rate for services. The provider must ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The provider shall consolidate all requests for payment from subrecipients and expenditure reports that support requests for payment and shall submit electronically to the Agency using the Agency's generated cost report format. To obtain electronic format, contact the Agency's fiscal grants manager.
- B. The provider shall maintain documentation to support payment requests, which shall be available to the Department of Financial Services, DOEA or the Agency upon request.
- C. The provider may request a monthly advance for administration and CCE services for each of the first two months of the agreement period, based on anticipated cash needs. Detailed documentation justifying the need for cash advances, including a statement of how the advances will be distributed, must be submitted with the signed agreement, approved by the Agency, and maintained in the program manager's file. The Agency will issue approved advance payments to the provider after July 1, 2007 and no later than August 1, 2007, subsequent to receipt of an invoice and the justifying documentation. All payment requests for the third through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of

the agreement. The schedule for submission of advance requests is ATTACHMENT I to this agreement. All advance payments are subject to the availability of funds.

The advance payment amount shall be recovered during the last two months of the agreement period, beginning with the invoice submitted for the month of May 2008 through the invoice submitted for June 2008. The amount of the advance payment shall be one-half of the advance payment amount deducted in each month of the recovery period from each monthly invoice described above until the total advance payment amount is recovered.

- D. Advance funds may be temporarily invested by the provider in an insured interest bearing account. All interest earned on agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the agreement period.
- E. **Additional Reporting Conditions:**  
The provider agrees to implement the distribution of funds as detailed in the service provider application and the Budget Summary, ATTACHMENT II to this agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require written confirmation by the Agency on Aging.
- F. Any payment due by the Agency on Aging under the terms of this agreement may be withheld pending the receipt and approval by the Agency on Aging of complete and accurate financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved as outlined in Section XVIII. of the **STANDARD PROVISIONS** of this agreement.

#### IV. Special Provisions

A. **State Laws and Regulation:**

1. The provider agrees to comply with applicable parts of Rule Chapter 58C-1, Florida Administrative Code, promulgated for administration of Sections 430.201 through 430.207, Florida Statutes, and the Department of Elder Affairs Home and Community-Based Services Handbook.
2. The provider agrees to comply with the provisions of Sections 97.021 and 97.058, Florida Statutes, and all rules related thereto in the Florida Administrative Code.

B. **Assessment and Prioritization for Service Delivery for New Consumers:**

The following are the criteria to prioritize new consumers for service delivery. It is not the intent of the DOEA or Agency to remove existing consumers from any services in order to serve new consumers being assessed and prioritized for service delivery.

1. **Abuse, Neglect and Exploitation:**

The provider will ensure that pursuant to Section 430.205(5), Florida Statutes, those elderly persons who are determined by adult protective services to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm and are referred by adult protective services, will be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the lead agency or as established in accordance with agreements or local protocols developed between Agency service providers and DCF.

2. **Priority Criteria for Individuals in Nursing Homes in Receivership:**

The provider will ensure that pursuant to Section 400.126 (12), Florida Statutes, those elderly persons determined, through a Comprehensive Assessment and Review for Long-Term Care Services (CARES) assessment, to be a resident who could be cared for in a less restrictive setting or who do not meet the criteria for skilled or intermediate care in a nursing home, will be referred for such care, as appropriate for the resident. Residents referred pursuant to this subsection shall be given primary consideration for receiving

services under the CCE program in a manner as persons classified to receive such services pursuant to Section 430.205, Florida Statutes.

**3. Priority Criteria for Service Delivery:**

- a) Individuals in nursing homes under Medicaid who could be transferred to the community;
- b) Individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
- c) Individuals in nursing homes that are closing and can be discharged to the community;
- d) Individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver, and institutional placement will occur within 72 hours.
- e) For the purpose of transitioning individuals receiving Community Care for Disabled Adults (CCDA) and Home Care for Disabled Adults (HCDA) services through the Department of Children and Families (DCF) Adult Services to community-based services provided through the department, when services are not currently available, area agency on aging staff and lead agency case managers shall ensure that "Aging Out" individuals are prioritized for services only after APS High Risk and Imminent Risk individuals.

**4. Priority Criteria for Service Delivery for Other Assessed Individuals:**

The assessment and provision of services should always consider the most cost effective means of service delivery. Service priority for individuals not included in groups one, two or three above, regardless of referral source, shall be determined through DOEA's consumer assessment form administered to each applicant, to the extent funding is available. First priority will be given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

**5. Referrals for Medicaid Waiver Services:**

- a. The provider must, through the consumer assessment, identify potential Medicaid eligible CCE consumers and to refer these individuals for application for Medicaid Waiver services.
- b. Individuals who have been identified as being potentially Medicaid Waiver eligible are required to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the consumer is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, they may continue to receive CCE services.
- c. Individuals who have been identified as being potentially Medicaid Waiver eligible must be advised of their responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

**C. Co-payment Collections:**

1. The provider will establish annual co-payment goals. The Agency also has the option to withhold a portion of the provider's Request for Payment if goals are not met according to DOEA's co-payment guidelines.
2. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment.
3. Co-payments collected in the CCE program can be used as part of the local match.

**D. Match:**

The provider will assure a match requirement of at least 10 percent of the cost for all CCE services. The match will be made in the form of cash and/or in-kind resources. At the end of the agreement period, all CCE funds expended must be properly matched.

**E. Service Cost Reports:**

The provider will submit semi-annual service cost reports for the period of July 1, 2007 through December 31, 2007 by February 15, 2008. This report reflects actual costs of providing each service by program and provides information for planning and negotiating unit rates.

**STANDARD PROVISIONS**

These provisions, incorporated herein, are the successor to Master Agreement Number M004-1, entitled Area Agency on Aging, Master Agreement.

**I. Scope of Services:**

The provider agrees to provide the services specified in the **PROGRAM PROVISIONS** of this agreement.

**II. Independent Provider:**

The provider will be acting in its independent capacity and not as an employee, agent or representative of the Agency. The provider shall not be deemed or construed to be an employee, agent or representative of the Agency for any purpose whatsoever. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Under this agreement, the provider shall be responsible for its work and shall be accountable to the Agency for work performed by subcontractors.

**III. Payment Requirements:**

The provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with the particular requirements under the following laws and guidelines that are applicable to this agreement: (a) paragraph (16) (b) of section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services (<http://www.fldfs.com/aadir/reference%5Fguide/>). The provider certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables agreements, including paid subcontractor invoices, and will be produced upon request by the Agency. The provider further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Section IV. (State and Federal Laws and Regulations) of these provisions, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's supporting budget schedule as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

Provider and subcontractor shall provide units of deliverables, including reports, findings, and drafts as specified in this agreement and the service provider application developed by the provider.

**IV. State and Federal Laws and Regulations:**

The provider shall:

Comply with the cost principles, administrative requirements, and other provisions of all applicable state and federal laws and regulations including, but not limited to: the Older Americans Act of 1965, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230



(A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), whichever is applicable to the provider's organization.

Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act [42 United States Code (U.S.C.) 7401 et seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The provider shall report any violations of the above to the Agency.

Provider will annually complete a Certification Regarding Lobbying form and a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Agreements/Subagreements form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it, as well as the abovementioned Certification forms, may be obtained from the Agency's program manager. All disclosure forms as required by a Certification Regarding Lobbying form must be completed and returned to the Agency with the signed agreement.

Comply with section 112.061, F. S., and any policies of the Agency regarding any and all business travel pursuant to agreements covered by this agreement (including use of the State approved Reimbursement of Travel Expenses form, or an equivalent form developed by the provider), and comply with the provisions of Chapter 119, F.S., allowing public access to all public records made or received by the provider in conjunction with this agreement. In addition, section 20.41(9), F.S., requires that all providers of the Agency are subject to Chapter 119, F.S., relating to public records, and, when considering any agreements requiring the expenditure of funds, are subject to section 286.011-286.012, F.S., relating to public meetings.

**Abuse Neglect and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of the provider or subcontractors who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96ABUSE).

**Transportation Disadvantaged:** If clients are to be transported under this agreement, comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F. A. C.

**Use of Funds For Lobbying Prohibited:** Comply with the provisions of section 216.347, F.S., Title 48 CFR, Part 31.205, or Title 45 CFR, Part 93, whichever is applicable, that prohibit the expenditures of funds for the purpose of lobbying the Legislature, a judicial branch or a state agency.

**Safeguarding Information:** Except as provided for Agency auditing and monitoring purposes, not to use or disclose any information concerning a client who receives services under this agreement for any purpose not in conformity with state and federal regulations, except upon written consent of the client, or the client's authorized representative.

**HIPAA Compliance:** If the provider will receive client's protected health information as a result of this agreement, then the Agency recognizes that Agency and the provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

**Grievance and Appeal Procedures:** Ensure through agreement provisions that subcontracts and vendors follow the Minimum Guidelines for Provider Grievance Procedures, **ATTACHMENT V**, for handling complaints from clients who complain service has been suspended, terminated or reduced. Providers and subcontractors will also establish their own complaint procedures for clients who are dissatisfied with or denied services that include, at minimum, notice of the right to complain and to have their complaint reviewed.

It is expressly understood that a finding that the provider materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this agreement.

**V. Civil Rights Certification:**

1. The provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, awards, agreements (except agreements of insurance or guaranty), property, discounts, or other federal financial assistance and also assures compliance with all federal, state and local regulations, statutes and ordinances relating to nondiscrimination in programs or activities receiving or benefiting from state, federal, or local financial assistance, whichever apply. These include, but are not limited to: (a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at Title 41 CFR Part 60; (b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin; (c) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1686 et seq., which prohibits discrimination on the basis of sex in education programs; (d) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps; (e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and with any and all other applicable regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes.
2. The provider agrees to complete the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers and if fifteen (15) or more persons are employed. For providers employing less than 15 persons, the Agency requests completion of the Civil Rights Compliance Questionnaire.
3. The provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include providing clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

These assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the provider, its successors, transferees, and assignees for the period during which such assistance is provided. The provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs or activities have represented to the provider that they are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

In the event of failure to comply, the provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**VI. Withholdings and Other Benefits:**

The provider is responsible for its employees Social Security and Income Tax withholdings.

**VII. Indemnification:**

If the provider is a state or local governmental entity, pursuant to section 768.28(18), F.S., the provisions of this section do not apply.

1. Provider agrees to indemnify, defend, and hold harmless the Agency and all of the Agency's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or subcontractors in connection with the performance of this agreement, whether direct or indirect, and whether to any person or property to which the Agency or said parties may be subject, except that the provider will not indemnify the Agency or its officers, agents or employees for that portion of any loss or damages proximately caused by the negligent or intentional act or omission of the Agency or any of its officers, agents, or employees.
2. Provider's obligation to indemnify and defend shall be triggered on the seventh (7<sup>th</sup>) day following the Agency's notice of claim for indemnification to provider. Provider's inability to evaluate liability or its

evaluation of liability shall not excuse provider's duty to defend and indemnify the Agency, within seven (7) calendar days following notice by the Agency. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision by provider. The provider's obligations under this paragraph are contingent upon the Agency giving the provider: (1) prompt written notice of any action or threatened action for which the Agency is seeking indemnification; (2) the opportunity to take over and settle or defend any such action at the provider's sole expense, and (3) assistance in defending the action at the provider's sole expense. The provider shall not be liable for any cost, expense or compromise incurred or made by the Agency in any legal action without the provider's prior written consent, which shall not be unreasonably withheld.

3. It is the intent and understanding of the parties that the provider, or any of its subcontractors, are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the parties that the Agency does not control the employment practices of the provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the provider or its subcontractors.

#### **VIII. Insurance and Bonding:**

1. The provider agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of this agreement. The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this agreement. Upon execution of this agreement, the provider shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the state of Florida may provide such coverage. The Agency reserves the right to require additional insurance where appropriate.
2. The provider agrees to furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider authorized to handle funds received or disbursed under this agreement in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

#### **IX. Purchasing:**

The provider agrees to develop procurement procedures which are in accord with applicable state and/or federal requirements, which encourage fair and open competition and which promote a diversity of providers and subcontractors for all services purchased pursuant to this agreement.

1. **PRIDE**  
Any service or item manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) in a correctional work program may be furnished or sold to the provider and to any subcontractor, or to any person, firm, or business entity if not prohibited by federal law.
2. **Procurement of Products or Materials with Recycled Content**  
Reusable materials and products shall be used where economically and technically feasible.
3. **Equity in Contracting**

The Agency is committed to embracing diversity in the provision of services to Florida's elders and in providing fair and equal opportunities for all qualified minority businesses in Florida. The provider shall report information to the Agency on utilization of certified minority and non-certified minority subcontractors and/or vendors receiving funds pursuant to this agreement. This report shall be submitted to the Agency by the 25<sup>th</sup> of the month following the end of each quarter.

The provider is encouraged to identify in the service provider application any geographic location(s) that has been designated as a Front Porch Community by the Governor and to direct services to that Front Porch Community as appropriate.

**X. Sponsorship:**

1. If the provider sponsors a program financed partially by state funds or funds obtained from any agreement with the Agency, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Palm Beach County Board of County Commissioners, Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization in accordance with section 286.25, F.S., and if the DOEA's or Agency's logo is incorporated, shall ensure that the current logo is used. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
2. The provider shall not use the words "The State of Florida, Department of Elder Affairs and/or the Area Agency on Aging" to indicate sponsorship of a program otherwise financed unless the provider prior to use has obtained specific authorization from the Agency.

**XI. Public Entity Crime:**

Denial or revocation of the right to transact business with public entities:

In compliance with the legislature's intent to restrict the ability of persons convicted of public entity crimes to transact business with the Agency, the provider agrees that compliance with sections 287.017 and 287.133, F.S., is a condition of receipt or benefit from state or federal funds and it is binding upon the provider, its successors and transferees during the period of this agreement. The provider further assures that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Agency immediately. Non-compliance with this statute shall constitute a breach of this agreement.

**XII. Employment:**

If the provider is a non-governmental organization, it is expressly understood and agreed the provider will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to the Immigration Nationality Act (INA), Sec. 274A [8 U.S.C. s.1324a]. Violation of the employment provisions as determined pursuant to section 274A shall be grounds for unilateral cancellation of this agreement.

**XIII. Audits and Records:**

The provider agrees:

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under this agreement. The provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. Original documentation will be made available upon request for monitoring and auditing purposes.
2. To assure these records shall be subject at all reasonable times to inspection, review, audit, or copy at the expense of the provider by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

3. To maintain and file with the Agency such progress, fiscal and inventory and other reports as the Agency may require, pursuant to this agreement, within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of the agreements.
4. To submit management, program, and client identifiable data, as specified by the Agency, pursuant to this agreement. To assure, through agreement provisions in subcontracts with subcontractors, program specific data is recorded and submitted in accordance with DOEA Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
5. To provide an independent financial and compliance audit to the Agency as specified in ATTACHMENT III and to ensure all related party transactions are disclosed to the auditor.
6. To include these aforementioned audit and record keeping requirements, including ATTACHMENT III, in all subcontracts and assignments.
7. The provider agrees to provide client information and statistical data when requested by the Agency.
8. To provide to the Agency all fiscal information regarding services contracted to subcontractors pursuant to this agreement using an application provided by the Agency.

**XIV. Retention of Records:**

1. The provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of at least five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained at least until resolution of the audit findings. These records may be subject to additional retention requirements set by law.
2. Persons duly authorized by the Agency and federal auditors, pursuant to Title 45 CFR, Part 92.42(e), (1), and (2), shall have full access to and the right to examine or duplicate any of said records and documents during said retention period or as long as records are retained, whichever is later.

**XV. Monitoring and Incident Reporting:**

1. The provider will be subject to an annual monitoring by the Agency. The provider will provide progress reports, including data reporting requirements as specified by the Agency to be used for monitoring progress or performance of the contractual services as specified in the service provider application.
2. The provider will be responsible for implementing all corrective actions from previous and current monitoring reports in a timely manner. The provider must assign a high priority to the resolution of monitoring findings and recommendations to ensure corrective action(s) addressing programmatic, fiscal and/or operational deficiencies are fully and timely implemented.
3. The provider will be responsible for at least one monitoring per year of its subcontractors. The provider will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
4. The provider shall permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, goods and services of the provider and subcontractors which are relevant to this agreement and to interview any clients and employees of the provider and subcontractors to be assured of satisfactory performance of the terms and conditions of this agreement. The provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the

actions identified in Section XXIV (Termination) of these provisions or the Agency deeming the provider's failure to be a breach of this agreement.

**5. Extraordinary Reporting:**

The provider shall notify the Agency's program manager immediately, but no later than within 24 hours, from the provider's awareness or discovery of problems, delays or adverse conditions that may materially affect or impair the provider's or subcontractor's ability to perform or meet agreement requirements or affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

- a. proposed client terminations;
- b. service quality or service delivery problems;
- c. agreement non-compliance; and/or
- d. provider or subcontractor financial concerns and/or difficulties.

The provider must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the Agency's program manager within 48 hours.

In the event that a situation results in the cessation of services by a subcontractor or vendor, the provider retains the responsibility for performance under agreements and/or this agreement and must follow their own procedures to ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

All written reports required by this section shall be sent to the Agency's program manager via registered mail unless otherwise advised.

**XVI. Assignments and Subcontracts and/or Subagreements:**

In the event the provider utilizes subcontractors to provided services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement incorporating it by reference. This agreement does not provide any rights to said subcontractor.

For every transaction, the provider must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section .210, and in section 215.97, F. S., and this determination must be documented in writing. When a vendor relationship is identified, an agreement with all of the terms and conditions set forth in this agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the provider chooses to pass down program compliance to the vendor in the written agreement. The provider is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement.

Unless otherwise stated in the contract between the provider and the subcontractor, payments made by the provider to the subcontractor must be made within seven (7) working days after receipt by the provider of full or partial payments from the Agency in accordance with section 287.0585, F.S. Payments to vendors contracted by the provider/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these time frames may result in the Agency taking action as set forth in Section XXIV (Termination) of these provisions.

**XVII. Funding Obligations:**

The Agency acknowledges its obligation to pay the provider for the performance of the provider's duties and responsibilities set forth in this agreement.

The Agency shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are in accordance with the terms of this agreement, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.

The Agency shall not be liable to the provider for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

The Agency shall not be liable to the provider for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of this agreement.

#### **XVIII. Return of Funds:**

1. The provider agrees to return to the Agency any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement.
  - a. The provider shall return any overpayment to the Agency within forty (40) calendar days after either discovery by the provider, or notification by the Agency, of the overpayment.
  - b. In the event the provider or its independent auditor discovers an overpayment has been made, the provider shall repay said overpayment within forty (40) calendar days without prior notification from the Agency. In the event the Agency first discovers an overpayment has been made, the Agency will notify the provider by letter of such a finding.
  - c. Overpayments to subcontractors due to unallowable or un-allocable expenses or to vendors or subcontractors due to billing discrepancies must be returned to the provider under the same terms and conditions as this section. Information indicating subcontractors have been overpaid as a result of over-budgeting on the unit cost methodology can be used by the provider to negotiate lower rates in subsequent years. Continuous overpayment to subcontractors due to over budgeting may result in a demand for repayment to the provider or the Agency under the same terms and conditions of this section. Repayment received by the provider must be reported to the Agency and may be either re-allocated to other subcontractors or returned to the Agency, at the Agency's discretion.
  - d. Overpayments not returned to the Agency in a timely manner will be subject to interest at the rate established in section 55.03, F.S.

#### **XIX. Data Integrity**

Federal Grants Management requires that a provider receiving state and federal funds must have a financial management system, which is capable of providing accurate information for prescribed reporting requirements. For the purposes of full disclosure of financial results for federally funded or state-sponsored programs and for accountability, those reporting requirements may necessitate that the provider make particular calculations and submit specific data.

Accordingly, the provider must, prior to execution of this agreement, have completed a Data Integrity Certification form, copies of which are available from the Agency's program manager.

#### **XX. Conflict of Interest:**

The provider will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the provider or subcontractor shall participate in selection, or in the award or administration of a contract supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee,

officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The provider's or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subagreements and/or subcontracts. The provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this agreement. The provider's employees and subcontractors must make the same disclosures described above to the provider's board of directors. Compliance with this provision will be monitored.

**XXI. Contingency Plan:**

In its service provider application, the provider shall provide to the Agency a contingency plan, updated annually. The contingency plan shall set forth procedures to ensure services to clients will not be interrupted or suspended in the event the provider or its subcontractors are unable to perform its duties under this agreement. The determination as to whether the provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

**XXII. Payment:**

Pursuant to section 215.422, F.S., the Agency shall make payment within 40 days, measured from the latter of the date the Request for Payment is received or the goods or services are received, inspected and approved. Requests for Payment returned to a vendor or a provider due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed Request for Payment is provided to the Agency.

**XXIII. Vendor Ombudsman:**

Providers who may be experiencing problems in obtaining timely payment(s) from the Agency may contact the Vendor Ombudsman within the Department of Banking and Finance. Subcontractors and vendors experiencing problems obtaining timely payment(s) from providers may contact the Agency's program manager at (561) 684-5885.

**XXIV. Termination:**

1. Termination for Convenience

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this agreement unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the provider terminates an agreement at will, the provider agrees to submit, at the time it serves notice of the intent to terminate, a plan that identifies procedures to ensure services for clients pursuant to this agreement or any subagreement will not be interrupted or suspended by the termination. In the event that an agreement between a provider and a subcontractor is terminated, the provider shall require the subcontractor to submit to the provider and the Agency a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the Agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived by the Agency in writing, or the provider fails to cure the breach within the time specified by the Agency, the Agency may, by written notice to the provider, terminate this agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in section 60A-1.006(3), F. A. C. Waiver of breach of any provisions of this agreement shall not be deemed to



be a waiver of any other breach and shall not be construed to be a modification of the terms of other agreements covered under this agreement. The provisions herein do not limit either party's right to remedies at law or to damages of a legal or equitable nature.

Alternatively, at its discretion, the Agency may, for reasonable cause, suspend the payment of funds pending corrective action by the Provider or pending a decision by the Agency to terminate the agreement. The Agency may, for reasonable cause, prohibit the Provider from incurring additional obligation of any funds received from the Agency, pending corrective action by the Provider or a decision to terminate the agreement. Said suspension of payment of funds or obligation thereof may apply to all or part of the Provider's operations funded by the Agency.

The Agency's failure to terminate or suspend a Provider for past breaches of the agreement shall not be construed as a waiver of its right to demand strict compliance with the terms of the agreement or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the Agreement.

**XXV. Renegotiation or Modification:**

1. Modifications of provisions of this agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement if revisions of any applicable laws or regulations make changes necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively for this agreement only when these have been established through the appropriations process, or identified in the federal program.

**XXVI. Special Provisions:**

The Provider agrees to the following provisions:

**A. Property & Equipment**

1. Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds].
2. Providers and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with Part 215 (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Agency upon request.
3. The provider's property management standards for equipment acquired with Federal funds and federally owned equipment shall include accurately maintained equipment records with the following information:
  - (i) A description of the equipment.
  - (ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
  - (iii) Source of the equipment, including the award number.
  - (iv) Whether title vests in the provider or the Federal Government.

- (v) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
  - (vi) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).
  - (vii) Location and condition of the equipment and the date the information was reported.
  - (viii) Unit acquisition cost.
  - (ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a provider compensates the Federal awarding agency for its share.
4. Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the service provider application approved by the Agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the provider, subject to the conditions of Part 215 (formerly OMB Circular A-110), Subpart C, paragraph .34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachment to this agreement, or identified in the sub-agreements with sub-providers (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.
  5. Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this agreement without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of section 216.348, F. S.
  6. Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
  7. An amendment to the service provider application must be submitted by the provider and approved by the Agency's fiscal grants manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
  8. **Information Technology Resources**  
The provider must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of this agreement. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The provider has the responsibility to require any subcontractors to comply with the Agency's ITR procedures.

#### **B. Copyright Clause**

The provider may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this agreement. The Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and federal purposes, and to authorize others to do so. Other rights of the Agency and provider are described in Title 45 CFR, sec. 74.36, and section 286.021, F.S.

#### **C. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of this provider or any subcontractor and referred to a governmental or investigatory agency must be sent to the Agency. If the provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the provider shall notify the Agency and Inspector General at the DOEA immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the provider or subcontractor, must be sent to the DOEA's Inspector General with a summary of the investigation and allegations.

#### **D. Disaster**

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the DOEA may exercise authority over an area agency or providers to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and its providers.

In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the DOEA may exercise authority over an area agency or providers to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary of the DOEA or his/her designee shall have such authority to order the implementation of such measures. All actions directed by the DOEA and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area.

The provider must develop, and implement, as needed, a comprehensive emergency management plan that incorporates operational procedures for preparation, response and continuity of operations, including client services, in the aftermath of declared emergency event. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Director of Planning and Project Development at the Agency by May 1 of each year.

#### **E. Volunteers**

The provider will promote the use of volunteers as prescribed in section 306(a)(12), Older Americans Act and section 430.07, F.S.. In addition, the provider will increase the use of volunteers in the planning and service area by providing training, technical assistance and funding, where possible, to support volunteer efforts of their subcontractors.

#### **F. Management Information Systems**

Where collection of client data in electronic format (CIRTS, for example) is required:

1. The Agency shall employ a Local Area Network (LAN) Administrator who shall assure the provider's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the DOEA. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The provider shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the DOEA the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines".
2. The Agency will ensure the collection and maintenance of client and service information on a monthly basis from CIRTS or any such system designated by the DOEA. Maintenance includes valid exports and backups of all data and systems according to DOEA standards.
3. Providers must enter all required data per the DOEA CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into CIRTS before the subcontractors submit their request for payment and expenditure reports to the provider. The provider shall establish

time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Agency.

4. The provider will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report and must be approved by the Agency prior to payment.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency delaying or withholding payment until the problem is corrected or enacting Section XXIV. (Termination) of these provisions.
6. **Computer System Backup and Recovery**  
Each provider and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the Agency upon request.

#### **G. Consumer Outcomes**

1. The provider will develop client outcome measures consistent with those developed by the Agency and the DOEA.
2. The provider will be responsible for achieving targets set by the legislature for performance based program budgeting and will incorporate into subagreements as necessary.
3. The provider will submit outcome reports to the Agency on a monthly basis. A written response must be submitted to any and all outcome measures that indicate the provider has not met the year-to-date target. Providers will submit the reports to their program manager no later than the tenth (10) of each month.

#### **H. Management Objectives**

The provider shall:

1. Ensure that the Board completes an annual performance evaluation of the executive director;
2. Ensure that documentation is kept of meetings, including board approval of policies and procedures, board approval of budgets, extraordinary reporting, and complete disclosure of the financial condition of the agency;
3. Ensure that adequate planning and preparation occurs in the development of the service provider application and subsequent amendments within Agency established time frames; and
4. Ensure that operations and service delivery reflect the communities it serves, including community input in service provider application and inclusion of community representation in provider's governing board.

#### **I. Use of Service Dollars/Wait List Management:**

The provider is expected to spend all federal state and other funds provided by the Agency, for the purpose specified in this agreement. For each program managed by the provider, the provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the year. If the Agency determines that the provider is not spending service dollars accordingly, the

Agency may transfer funds to other providers during the year and/ or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

**J. Surplus/Deficit Report:**

The provider will submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's program manager by the 15th of each month. The report will include the following:

1. The provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Agency will be resolved;
2. Recommendations to transfer funds to resolve surplus/deficit spending;
3. Input from the provider's Board of Directors on resolution of spending issues, if applicable;
4. Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
5. Number of clients currently on the APCL designated as Imminent Risk.

**K. Community Resource Update:**

The provider agrees to verify and submit updated information within one month after execution of this agreement and twice yearly thereafter, during the months of February and August, to the community health and human services agency/program database managed by The Center for Information and Crisis Services (211). Compliance with this requirement will be monitored.

**L. Partnership for Aging:**

Palm Beach County providers will actively participate as members of the Palm Beach County Partnership for Aging, Inc.

IN WITNESS THEREOF, the parties hereto have caused this 32 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.

SIGNED  
BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

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

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

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

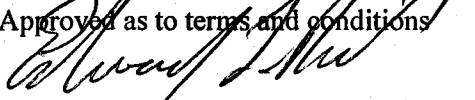
DATE: \_\_\_\_\_

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

**COMMUNITY CARE FOR THE ELDERLY  
INVOICE SCHEDULE**

<b>Report Number</b>	<b>Based On</b>	<b>Submit to Agency On This Date</b>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 10
4	August Expenditure Report	September 10
5	September Expenditure Report	October 10
6	October Expenditure Report	November 10
7	November Expenditure Report	December 10
8	December Expenditure Report	January 10
9	January Expenditure Report	February 10
10	February Expenditure Report	March 10
11	March Expenditure Report	April 10
12	April Expenditure Report	May 10
13	May Expenditure Report	June 10
14	June Expenditure Report	July 10
15	Final Expenditure and Closeout Report	August 1

**Legend: \*** Advance based on projected cash need.

**Note # 1:** Report #1 for Advance Basis Agreements cannot be submitted to the Agency prior to July 1 or until the agreement with the Agency has been executed.

**Note # 2** Report numbers 13 and 14 shall reflect an adjustment of one half of the total advance amount, on each of the two reports respectively, repaying advances for the first two months of the agreement.

**Note #3:** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Agency, payment is to accompany the report.

**Note #4:** When reports will not be submitted for ANY reason, the grants manager must be informed in writing via email or hard copy letter.

Revised May 2006

**COMMUNITY CARE FOR THE ELDERLY PROGRAM**

**BUDGET SUMMARY**

*Palm Beach County Board of County Commissioners*

1.	CCE Case Management	\$192,537
2.	CCE Case Aide	\$21,393
3.	CCE Services	\$855,722
4.	<b>Total</b>	<b>\$1,069,652</b>



**ATTACHMENT III****AUDITS**

The administration of funds awarded by the Agency to the provider, and the subcontractors through agreements with the provider, may be subject to audits and/or monitoring by the Agency and authorized state 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 below), monitoring procedures may include, but not be limited to, on-site visits by 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 Agency. In the event the Agency determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the 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 Agency, Chief Financial Officer of the Department of Financial Services, Auditor General or federal personnel.

**OTHER REQUIREMENTS**

If the provider is a non-profit organization, A Oath of Not for Profit Status form must be completed and returned to the Agency annually.

**PART I: FEDERALLY FUNDED**

This part is applicable if the provider or subcontractor 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 subcontractor expends \$500,000 or more in Federal awards in its fiscal year, the provider or subcontractor 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 Agency by this agreement, if any, are indicated in section II. A. In determining the Federal awards expended in its fiscal year, the provider or subcontractor shall consider all sources of Federal awards, including Federal funds received from or passed through the 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 subcontractor 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 subcontractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider or subcontractor expends less than \$500,000 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 \$500,000 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 \$500,000 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 Chief Financial Officer, Department of Financial Services, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Agency by this agreement are indicated in section II. A. 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 Agency, other state agencies, and other nonstate 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 governmental 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 \$500,000 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 \$500,000 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 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. Two copies to the Agency at the following address:

**Area Agency on Aging  
Attn.: Fiscal Director  
1764 N. Congress Avenue, Suite 201  
West Palm Beach, FL 33409**

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 10<sup>th</sup> 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 two copies 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 Agency at the following address within 45 days of receipt of the report but no later than nine (9) months of provider's fiscal year end:

**Area Agency on Aging  
Attn.: Fiscal Director  
1764 N. Congress Avenue, Suite 201  
West Palm Beach, FL 33409**

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 Agency at the following address:

**Area Agency on Aging  
Attn.: Fiscal Director  
1764 N. Congress Avenue, Suite 201  
West Palm Beach, FL 33409**

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 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 governmental entities) or 10.650 (nonprofit 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 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 Agency in writing, and shall allow the Agency or its authorized designee, and the Chief Financial Officer, Department of Financial Services or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Agency or its designee, and the Chief Financial Officer, Department of Financial Services 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 Agency.

#### **PART V: SPECIFIC REQUIREMENTS OF AGENCY ADMINISTERED PROGRAMS**

1. The Agency requires a supplemental schedule of functional expenses be prepared in a format provided by the Agency, which presents costs by service (as defined by the Agency), including units of service delivered, for providers or subcontractors expending state or federal awards for services performed by their employees, providers, and other payees who receive payment from Agency-administered funds for units of service

recorded in 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 provider 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 Cost Principles 225 (A-87) and 230 (A-122), and Federal Acquisition Regulation 31.2, whichever is applicable). EXHIBIT 1 to this attachment provides an example attestation document that should be used by the provider for agreements to attest to compliance with these provisions.
3. Interest earned on federal funds or general revenue funds must be returned to the Agency. A chart is included in all agreements 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 Agency are outlined in the following applicability chart. Brief definitions of terms used in the chart are included.

(Revised February 2004)

ATTACHMENT IV

APPLICABILITY CHART

	Match	Program income	Co-payment
(CCE) Community Care for the Elderly Program	<ul style="list-style-type: none"> <li>providers must match at least 10 percent of the cost for all Community Care for the Elderly services.</li> <li>match may be either by cash, certified public expenditure, or third-party in-kind</li> <li>all CCE funds expended must be properly matched at the end of the agreement period</li> <li>CCE core service funds cannot be used as match for AAA administration costs</li> </ul>	<ul style="list-style-type: none"> <li>may be deposited in an interest bearing account and used to increase services in the same agreement year as earned or carried forward and spent in the next state fiscal year</li> <li>voluntary contributions may be used to meet local match requirements</li> </ul>	<ul style="list-style-type: none"> <li>must be used to increase services in the same agreement year as earned or carried forward and spent in the next state fiscal year to increase services.</li> </ul>
(HCE) Home Care for the Elderly Program		<ul style="list-style-type: none"> <li>may be spent in the same agreement year as earned, or carried forward and spent in the next state fiscal year</li> </ul>	
(ADI) Alzheimer's Disease Initiative		<ul style="list-style-type: none"> <li>may be deposited in an interest bearing account and used to increase services in the same agreement year as earned or carried forward and spent in the next state fiscal year</li> </ul>	<ul style="list-style-type: none"> <li>must be used to increase services in the same agreement year as earned or carried forward and spent in the next state fiscal year to increase services.</li> <li>can not be used for cost sharing</li> </ul>
(LSP) Local Service Programs		<ul style="list-style-type: none"> <li>may be spent in the same agreement year as earned or carried forward and spent in the next state fiscal year</li> </ul>	

<p>(OAA) Older Americans Act Program</p>	<ul style="list-style-type: none"> <li>• OAA funds cannot be used for match for other federal programs.</li> <li>• match may be either by cash, certified public expenditure, or third-party in-kind</li> <li>• Providers and sub-providers match requirement is 10%</li> </ul>	<ul style="list-style-type: none"> <li>• program income must be expended during the agreement period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated.</li> <li>• voluntary contributions can not be used for cost sharing or match</li> </ul>	<ul style="list-style-type: none"> <li>• complies with Older Americans Act Amendments of 2000, section 315, in regard to client contributions</li> </ul>
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**APPLICABILITY CHART DEFINITIONS**

**AAA. Area Agency on Aging**

**Program Income.** Program income means gross income earned by a provider 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 provider/sub-provider for which Agency 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 donations are not program income.

**Match.** When general revenue funded agreements 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 client'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 provider of a agreement. 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.

## ATTACHMENT V

**MINIMUM GUIDELINES FOR CLIENT GRIEVANCE PROCEDURES  
APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR REDUCTIONS  
IN SERVICE**

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families (DCF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

**NOTICE TO THE CLIENTS OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION**

- The client must be informed by the decision maker of the action, in writing, no less than 10 calendar\* days prior to the date the adverse action will be taken. (Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however, notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.
- The Notice must contain:
  - a statement of what action is intended to be taken;
  - the reasons for the intended action;
  - an explanation of:
    - the individual's right to a grievance review if requested in writing and delivered within 10 calendar\* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
    - in Medicaid Waiver actions, the individual's right to request a fair hearing from DCF;
    - the individual's right, after a grievance review, for further appeal;
    - the right to seek redress through the courts if applicable;
  - a statement that current benefits will continue if a grievance review is requested, and will continue until a final decision is made regarding the adverse action; and
  - a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.
- All records of the above activities must be preserved in the client's file.

**GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW**

- Within 7 calendar\* days of the receipt of a request for review, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
  - the time and place scheduled for the review;
  - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
  - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
  - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
  - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.
- The reviewer(s) must provide written notification to the requester, within 7 calendar\* days after the grievance review, stating:
  - the decision, the reasons therefore in detail;

- the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
- the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar\* days, except in decisions involving the professional judgement of a legal assistance provider;
- the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
- the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative;
- for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

**PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE AREA AGENCY ON AGING**

- Within 7 calendar\* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
    - the time and place scheduled for the appeal;
    - the designation of one or more impartial AAA officials who have not been involved in the decision at issue;
    - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
    - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal;
    - assistance, if needed, in order to attend the appeal;
    - and the stopping of the intended action until all appeals are exhausted.
  - All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.
  - The designated AAA official(s) must provide written notification to the requester within 7 calendar\* days after considering the grievance review appeal, stating:
    - the decision, and the reasons therefore in detail;
    - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
    - the individual's right to appeal, if applicable.
  - Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision; and
  - The availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.
  - All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.
- \* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.



**EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

**Background**

The Area Agency is awarding the Palm Beach County Board of County Commissioners, CCE funds for the 2007-08 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 CCE services to CCE eligible clients beginning July 1, 2007 however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2007. 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 July 1, 2007.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Attestation Statement**

Agreement/Contract Number IC007-9500

Amendment Number N/A

I, Addie L. Greene, Chairperson, attest that no changes or revisions have been  
*(Provider Representative)*

made to the content of the above referenced agreement/contract or amendment between the  
Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and Palm Beach County 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.

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

\_\_\_\_\_  
Date

PSA: 9  
 County Name: Palm Beach County  
 Period: 7/1/2007 - 6/30/2008  
 Provider Name: Palm Beach County Division of Senior Services

ORIGINAL DATE: July 1, 2007  
 REVISED DATE:  
 REVISION NUMBER:

**III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY**  
 \* (Indicate all DOE A funding sources applicable to your agency)

- |                         |                       |
|-------------------------|-----------------------|
| <u>Funding Source</u>   | <u>Funding Source</u> |
| ( ) Title III B         | ( ) ADI               |
| ( ) Title III C1        | ( X ) CCE             |
| ( ) Title III C2        | ( ) Elderly Meals     |
| ( ) Title III D         | ( ) HCE               |
| ( ) Title III E         | ( ) LSP               |
| ( ) Title III F         | ( ) MW                |
| ( ) Contracted Services |                       |

Form Revised July 18, 2003

	(Service Reference)	(1)	(5)	(6)	(14)	(17)	(19)	(44)	(58)
DESCRIPTION	TOTAL SERVICES	Adult Day Care	Case Aid	Case Management	Counseling (Mental Health / Screening)	Emergency Alert Response	In_Home Services (H,P,SA,R,C,C H,CHE,E)	Pest Control (Maint.)	Specialized Medical Equipment, Services & Supplies
1. Total Budgeted Cash Costs	1,758,542	51,738	85,216	500,882	4,751	43,895	829,662	1,372	241,026
1. (a) Add Inkind Cost									
1. (b) Total Budgeted Costs	1,758,542	51,738	85,216	500,882	4,751	43,895	829,662	1,372	241,026
2. Total Budgeted Units	94,011	3,000	962	5,098	50	30,000	51,949	12	2,940
2.(a) Total Cost Per Unit of Service	N/A	17.25	88.55	98.26	95.01	1.46	15.97	114.34	81.98
3. Less USDA	0								
4. Less Cash Match	118,850	3,120	2,377	21,393	361	2,633	79,539	93	9,333
5. Less Inkind Match									
6. Less Program Income Used as Match									
Sub-Total Match:	118,850	3,120	2,377	21,393	361	2,633	79,539	93	9,333
7. Program Income	35,679								35,679
8. Less Other Non-Matching Cash & Co-payments	534,361	20,538	61,446	286,952	1,139	17,562	34,271	439	112,014
9. Adjusted Budgeted Costs	1,069,652	28,080	21,393	192,537	3,250	23,700	715,852	840	84,000
10. Adjusted Cost Per Unit of Service	N/A	9.36	22.23	37.77	65.00	0.79	13.78	70.00	28.57
12. Estimated Number of UNDUPLICATED Clients	N/A	12	300	850	5	125	435	1	150

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE  
FOR AGREEMENTS, 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 subcontractors 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 agreement supported activities; and (3) the comparison of outlays with budgeted amounts for 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-provider(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, provider(s) will take immediate action to assure data integrity.
- (3) If this contract includes the 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-provider(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 subagreements, subgrants, and other agreements and that all sub-providers 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 CFR Part 215 and Part 215 (formerly OMB Circular A-110).

Palm Beach County Board of County Commissioners

Name and Address of Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairperson  
Title

\_\_\_\_\_  
Date

Addie L. Greene  
Name of Authorized Signer  
(Revised February 2004)

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION AGREEMENTS/SUBAGREEMENTS**

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 Agency 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 \_\_\_\_\_

Addie L. Greene, Chairperson  
Name and Title of Authorized Individual  
(Print or type)

Palm Beach County Board of County Commissioners  
Name of Organization

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
AGREEMENTS**

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

- (1) 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-providers 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

Addie L. Greene, Chairperson  
Name of Authorized Individual

\_\_\_\_\_  
Application or Agreement Number

Palm Beach County Board of County Commissioners  
Name and Address of Organization

## Health Insurance Portability and Accountability Act (HIPAA) of 1996

The department and the recipient will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The department and the recipient 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) That 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.



**INSTRUCTIONS  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION AGREEMENTS/SUBAGREEMENTS**

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 agreement execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Agency nor its providers can contract with subcontractors 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 contract 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 subagreement 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 subcontractor of agreements referencing this contract whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each subagreement.
7. The Agency may rely upon a certification by a provider/subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Agency knows that the certification is erroneous.
8. The provider may rely upon a certification by a subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the provider knows that the certification is erroneous.
9. The signed certifications of all subcontractors shall be kept on file with provider.

**MANAGEMENT ATTESTATION LETTER**

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

Contract or Agreement Number:

I, \_\_\_\_\_, hereby attest under penalty of perjury  
(provider's authorized representative)

that \_\_\_\_\_, based on the criteria  
(provider agency name)

set forth in the Agency Audit Attachment, PARTS I and II, that:

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

the above-named entity has not expended \$500,000 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 \$500,000 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 accounting principles, the Department of Financial Services' Reference Guide for State Expenditures, and Office of Management and Budget (OMB) Cost Principles 225 (A-87, 230 (A-122) and Federal Acquisition Regulation 31.2 or Part 215 (formerly OMB A-110), whichever is applicable].

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

Fiscal year ended \_\_\_\_\_  
(Month, day, year)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Addie L. Greene, Chairperson  
(Title)

\_\_\_\_\_  
(Date)

**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 oath 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 Agency will be notified in writing immediately.

Palm Beach County Board of County Commissioners  
Name of Provider entity

\_\_\_\_\_  
Signature of Authorized Representative

Addie L. Greene, Chairperson  
Printed name and Title of Authorized Representative

\_\_\_\_\_  
Date of Oath

(Revised February 2004)

## **Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The department and the recipient will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The department and the recipient 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.
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**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: October 2, 2007 (X) Consent ( ) Regular  
( ) Ordinance ( ) Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human Services

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A) ratify** the signature of the Chairperson on the 2008 State of Florida Department of Children and Families (DCF) Homeless Housing Assistance grant applications; **B) delegate** authority to the County Administrator or his designee to sign the State of Florida Department of Children and Families contracts for the Homeless Housing Assistance Grant; and **C) delegate** authority to the County Administrator or his designee to sign the contracts with Florida Housing Corporation, Inc. and The Lord's Place with an end date of June 30, 2007 for \$375,000 each for a maximum amount of \$750,000.

**Summary:** The Division of Human Services is applying for Homeless Housing Assistance funding through the 2008 Homeless Housing Assistance Grant. Department of Children and Families will allocate funds based on the applicant's ranking and availability of funding. Upon receipt of the grant award(s), funds will be subcontracted to Florida Housing Corporation, Inc. for construction of a 93, bed Assisted Living Facility in Belle Glade to be made available to homeless individuals and to The Lord's Place for rehab of existing Emergency Shelter. The Emergency Shelter will be rehabbed to provide 22 transitional and permanent housing beds. No County funds are required. (Human Services) Countywide (TKF)

**Background and Justification:** In January 2006, the Division of Human Services began serving as the Lead Entity for the Palm Beach County Homeless Continuum of Care. The Continuum of Care is the planning and evaluation body for the homeless service delivery system and is a requirement of HUD. The State Office on Homelessness mirrored their requirements with the HUD's Federal guidelines. The Division is applying for funds as the Lead Entity for the Homeless Continuum of Care pursuant to 420.624 (6), F.S. These funds will be utilized to construct an Assisted Living Facility in Belle Glade and rehab an emergency shelter in Boynton Beach to convert to transitional and permanent housing. Grant award is based on the applicant's ranking and availability of funding.

**Attachments:**

1. Copy of 2008 State of Florida DCF Homeless Housing Assistance Grant application for Florida Housing Corporation, Inc.
2. Copy of 2008 State of Florida DCF Homeless Housing Assistance Grant application for The Lord's Place.

Recommended By:

  
Department Director

  
Date

Approved By:

Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>750,000</u>	_____	_____	_____
External Revenue	_____	<u>750,000</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 0001 Dept. 148 Unit 1340 Obj. 3401  
 Program Code various Program Period: GY08

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

*State funds.*

Departmental Fiscal Review: *Reddy*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

\_\_\_\_\_  
 OFMB Contract Administration

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

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