

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 9, 2008 **Consent** **Regular**
 Ordinance **Public Hearing**

Department
Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

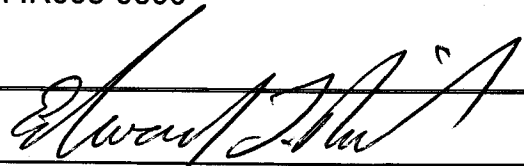
Motion and Title: Staff recommends motion to approve: Standard Agreement No. IR008-9500 for the Respite for Elders Living in Everyday Families (RELIEF) program with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period July 1, 2008, through December 31, 2008, in the not-to-exceed amount of \$50,609.

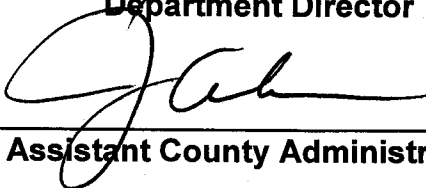
Summary: The RELIEF Standard Agreement will allow the County, through its Division of Senior Services (DOSS), a lead agency, to expand its in-home respite, specifically evening and weekend respite. This will increase the ability of a family unit to continue to care for a homebound elderly individual beyond the basic provisions of current public programs. Under this Agreement, DOSS will directly provide 6,980 volunteer service hours at a unit reimbursement rate of \$7.25 for each hour of in-home respite, and each hour of training provided to volunteers. The unit rate provides a stipend for the RELIEF volunteers of \$2.55 per hour, plus \$2.50 daily for meal expense and \$.585 a mile for travel allowance. RELIEF services are funded with \$50,609 in State funds provided through the AAA agreement. Additional County funds in the amount of \$22,242 are needed to cover staff salaries and administrative costs not covered by the Agreement. The Agreement spans two (2) County fiscal years. Sufficient funding is available in the FY 2008 budget to meet County obligations. County funding required to meet FY 2009 obligations has been requested in the FY 2009 budget process. (DOSS) Countywide (TKF)

Background and Justification: The Department of Elder Affairs offered this funding to DOSS in 1998, and funding has not yet been expanded to other providers of service in Palm Beach County. Recipients of the RELIEF program are offered In-Home Respite, including evening and weekend Respite, in order to increase the ability of a family unit to continue to care for a homebound elderly individual beyond the basic provisions of current public programs. Volunteers providing respite serviced through this agreement may be non-stipend volunteers. Non-stipend volunteer hours shall be documented in monthly service reports. Respite services shall be provided through a multi-generational corps of stipended and non-stipended volunteers, and any other personnel deemed appropriate by the Agency on Aging.

Attachments:

Standard Agreement No. IR008-9500

Recommended by:  8-20-2008
Department Director Date

Approved By:  8/28/08
Assistant County Administrator Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>36,425</u>	<u>36,426</u>	_____	_____	_____
External Revenue	<u>(25,304)</u>	<u>(25,305)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>11,121</u>	<u>11,121</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	_____	_____	_____

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1006 Dept. 144 Unit 1482 Obj. Various
 Program Code Various

Sufficient funding is available in the FY 2008 budget to meet County obligations. County funding required to meet FY 2009 obligations has been requested in the FY 2009 budget process.

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

State funds through the Department of Elder Affairs and County funds. Local funds already in Budget.

<u>Funds</u>	<u>08-09</u>
State	\$50,609
Match (10%)	0
Addnl. County Funds	<u>22,242</u>
Totals	\$ 72,851

Departmental Fiscal Review: *Red*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Atwell 8.25.08
8/25/08 OFMB *gg* *VO*
8/25/08 *8/27*
pp/08 *8/26/08*
 Contract Administration

B. Legal Sufficiency:

[Signature] 8/27/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date is retroactive.

C. Other Department Review:

 Department Director

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

**AREA AGENCY ON AGING
STANDARD AGREEMENT**

RESPIRE FOR ELDERS LIVING IN EVERYDAY FAMILIES

THIS AGREEMENT, is entered into between the Area Agency on Aging, 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 Payments:

1. Final requests for budget revisions or adjustments to agreement funds based on expenditures for services provided through December 31, 2008 must be submitted to the Agency fiscal grants manager by January 10, 2009.
2. The final request for payment invoice must be submitted by February 1, 2009.

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 **\$50,608.62**, 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.

Program Title	Funding Source	CFDA/CSFA	Allocation
RELIEF	General Revenue/Tobacco Settlement Trust Fund	65.006	\$50,608.62
PROJECTED ANNUAL TOTAL			\$50,608.62

III. Provider and Agency Mutually Agree:

A. Agreement Amount:

1. This agreement shall begin on July 1, 2008.
2. This agreement shall end on December 31, 2008.
3. In the event that a subsequent agreement may not be executed prior to the July 1st 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:

Michelle Bissett
 Area Agency on Aging
 Palm Beach/Treasure Coast, Inc.
 4400 N. Congress Avenue
 West Palm Beach, FL 33407
 (561) 684-5885

2. The name, address, and telephone number of the representative of the provider responsible for the 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 change 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

IV. Program Provisions

A. Statement of Purpose:

The Agency on Aging is committed to helping Florida's frail elders and their caregivers receive essential services to help them remain independent in the community.

Through this agreement, the provider of the Respite for Elders Living in Everyday Families (RELIEF) program will offer an expansion of currently available in-home respite, specifically evening and weekend respite, in

order to increase the ability of a family unit to continue to care for homebound elderly individual beyond the basic provisions of current public programs.

B. Manner of Service Provision

1. The provider shall operate within the provisions of Section 430.071 F.S, abiding by all of the requirements to provider in-home respite that is an extension of respite currently available through other programs, specifically evening and weekend respite.
2. Provider shall provide program oversight and technical assistance for the RELIEF program to all subcontracted provider agencies and shall:
 - a. Designate appropriate staff to be responsible for program oversight and technical assistance to subcontracted RELIEF provider agencies.
 - b. Ensure guidelines in the RELIEF Program Handbook for Managers are followed and implemented.
 - c. Ensure the collection of appropriate data and the submission of accurate and complete monthly service reports to the Agency's program manager.
 - d. Conduct program orientation for new subcontractors within 30 days of agreement execution or new staff assignment.
 - e. Ensure that provider and subcontracted program staff attend required annual meeting and other pertinent training.
 - f. Allow expenses related to program volunteer recruitment, retention and recognition efforts.
3. Volunteers providing respite serviced through this agreement may be non-stipend volunteers. Non-stipend volunteer hours shall be documented in monthly service reports.
4. Respite services shall be provided through a multi-rational corps of stipend and non-stipend volunteers, and any other personnel deemed appropriate by the Agency on Aging.
5. Potential consumers will be assessed according to the following guidelines to determine their needs for respite services:
 - a. The family unit is unable to pay for respite without jeopardizing other basic needs.
 - b. The homebound elderly individual for whom the family unit is caring is 60 years of age or older, requires assistance to remain in the home, and would need to move to an assisted living facility or nursing home without this assistance,
 - c. A family unit that receives respite services from RELIEF is not excluded from receiving assistance from other governmental programs.
6. Provider will maintain volunteer files in accordance with the list set forth in the **Volunteer File Checklist (ATTACHMENT VIII)**.

7. Provider will fund the costs for at least 2 caregivers to attend an approved local caregiver forum during the contract year. The Agency reserves the right to waive this stipulation if no approved local forum is held.

8. Staff and Volunteer Recruitment

All employees and volunteers working within this Agreement shall be screened, selected, trained and registered by the Recipient. Where the Provider utilizes volunteers pursuant to this Agreement, the Provider may utilize the Department of Elder Affairs Volunteer Handbook as a guideline; however, in no event will Provider volunteers be considered volunteers of the Department.

9. Partnership Development

Provider will make effort to recruit volunteers from a variety of sources, including volunteer centers, religious organizations, college campuses, corporations, families, Retired Senior Volunteer Programs, and AmeriCorps programs.

C. Reporting

All reports are to be submitted to the Agency program manager. The provider will submit the Monthly Service Record (**ATTACHMENT V a-d**) and the Monthly Service Summary (**ATTACHMENT VI a-c**) by the 15th calendar day of each **month during the agreement period, according to the Reporting Calendar (ATTACHMENT II)**. The report must include a narrative update on activities related to volunteer recruitment and training hours of service, and number of consumers served for the month. The report must also include an unduplicated count of volunteers and consumers served year-to-date.

D. Target Outcomes/Outputs

The target output for the agreement period is **6,980** volunteer service hours. Volunteer service hours include in-home respite, required volunteer training, and travel time between assignments.

E. Method of Payment

This is a unit rate for volunteer services agreement. Reimbursement will be made for allowable program expenditures outlined in **Section IV.F.** below, not to exceed the amounts set forth in **ATTACHMENT I, Budget Summary.**

1. All status reports and accompanying documentation should be submitted to the Agency's program manager on or before the due dates listed.
2. No advance payments are allowed on this agreement.
3. Reconciliation and recoupment of advances made under this agreement are to be completed by and reflected on Report Number 13 and 14. All advanced payments are subject to the availability of funds. Advance funds may be temporarily invested by the provider in an insured interest bearing account. All interest earned on advance funds must be returned to the Agency on Aging within thirty (30) days of the end of each quarter of the agreement period.
4. report shall include a final accounting of all expenditures for services under this agreement. The final payment shall be adjusted to reflect the actual total expenditures incurred that are not in excess of the total amount of this agreement.
5. Any payment due under the terms of this agreement may be withheld pending receipt and approval by the Agency of all financial and programmatic reports due from the provider and any adjustments thereto. The costs of services paid under any other agreement or contract or from any other source are not eligible for reimbursement under this agreement.

F. Allowable Costs

The Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, and A-102, Uniform Administrative Requirements for grants and Agreements with State and Local Governments, are used as guidelines to determine the allowability of costs:

1. Salaries and Benefits;
2. Travel: Reimbursement for travel shall be in accordance with Section 112.601, F.S.; Agency and subcontractor program staff are expected to attend at least one meeting annually.
3. Operating Capital Outlay (OCO);
4. Other Direct Costs (supplies, postage, copying, telephone, etc.); and
5. Subscriptions and applicable periodicals, not to exceed \$250. Prior approval by the Agency's fiscal grants manager is required for each subscription and applicable periodical.

G. Allowable Costs

Please be advised that the following are **not allowable expenses** for funds:

1. Cash awards to employees or ceremony expenditures;
2. Penalty on borrowed funds or statutory violations (or penalty for late payment of taxes);
3. Organizational affiliations;
4. Fund raising;
5. Deferred payments to employees as fringe benefit package;
6. Severance pay and unearned leave; and
7. Staff overtime

V. STANDARD PROVISIONS

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

A. 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 contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Under this contract, the Provider shall be responsible for its work and shall be accountable to the Agency for work performed by the Provider's subcontractors.

B. 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 contract. 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 federal and state law.

C. 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 the contracts and/or contracts covered under this contract: (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 contracts, 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. Section IV. (State and Federal Laws and Regulations) of this contract, 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.

The Provider and its subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in this contract and the Service Provider Application developed by the Provider.

D. 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 contract.

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 contract, 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 contract.

E. 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 contract.
 - 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.

F. Federal and State Laws and Regulations

The Provider shall:

1. **Abuse Neglect and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of the Provider or its 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).
2. 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.
3. 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.
4. The Provider must insure its organization and its subcontractors are eligible to conduct business in the state of Florida and receive Federal and State funding. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form (ATTACHMENT XI) must be completed and returned to the Agency with the signed contract.

5. 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 contract (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 contract and any agreements and/or contracts incorporating this contract by reference. 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.
6. **Transportation Disadvantaged:** If clients are to be transported under this contract, comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C.
7. **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.

If a Disclosure of Lobbying Activities form, is required, it may be obtained from the Agency's Program Manager, and all disclosure forms as required by the Certification Regarding Lobbying form (ATTACHMENT XII) must be completed and returned to the Agency with the signed contract.

8. **Safeguarding Information:** The Provider is not to use or disclose any information concerning a client who receives services under this contract for any purpose not in compliance with federal and state regulations, except upon written consent of the client or the client's authorized representative, or as needed by the Agency for auditing and monitoring purposes.
9. **HIPAA Compliance:** If the Provider will receive client's protected health information as a result of this contract, 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. The Provider will signify its acceptance of these terms and its relationship with the Agency by signing ATTACHMENT XIV.
10. **Grievance and Appeal Procedures:** Ensure through contract provisions that subcontracts and vendors follow the Minimum Guidelines for Provider Grievance Procedures, ATTACHMENT IX or 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 contract.

G. Civil Rights Certification

1. The Provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, awards, contracts (except contracts 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 and return to the Agency the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers (ATTACHMENT XIII)
3. The Provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include providing clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
4. 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.

H. Withholdings and Other Benefits

The Provider is responsible for prompt payment its employees Social Security and Income Tax withholdings.

I. 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 all agreements and/or contracts incorporating this contract by reference, 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 (7th) 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.

J. 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 any and all agreements and/or contracts incorporating this contract by reference. 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 agreements and/or contracts incorporating this contract by

reference. Upon execution of this contract, 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 all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

K. Purchasing

The Provider agrees to develop procurement procedures which are in accordance with applicable federal or state requirements, which encourage fair and open competition and which promote a diversity of vendors and subcontractors for all services purchased pursuant to this contract.

1. Procedures must include the intent to obtain bids for services or items manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
2. Procurement of products or materials with recycled content shall be used where economically and technically feasible.
3. 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 contract. This report shall be submitted to the Agency by the 25th of the month following the end of each quarter.

L. Sponsorship

1. If the Provider sponsors a program financed partially by state funds or funds obtained from any contract with the Agency, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Provider name, 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.
3. If applicable, the provider's website shall include an active link to the Agency's website.

M. Public Entity Crime

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 federal or state funds and it is binding upon the Provider, its successors and transferees during the period of this contract. 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 contract, the Provider shall notify the Agency immediately. Non-compliance with this statute shall constitute a breach of this contract.

N. 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 any and all agreements and/or contracts incorporating this contract by reference.

O. Reporting

1. The Provider agrees to file reports with the Agency as requested, such as, progress, fiscal, inventory and other reports as the Agency may require, pursuant to this contract.
2. The Provider agrees to provide client information and statistical data when requested by the Agency for program management and required federal or state reporting.
3. Pursuant to this contract, the Provider must assure, through contract 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.

P. Management Information Systems

Where collection of client data in electronic format 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 CIRT reports and verify that client and service data in CIRT 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 CIRT data may result in the Agency enacting the "Termination" clause in Section AA of this attachment, including delaying or withholding payment until the problem is corrected.
6. The Provider and its subcontractors, 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.

Q. Monitoring

The Provider will be subject to at least one monitoring review and site visit annually by the Agency. The review is to ensure fiscal, administrative and programmatic compliance with this contract and review the quality of services as specified in the Service Provider Application.

By entering into this contract, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency, Chief Financial Officer of the Department of Financial Services, Auditor General or any federal personnel.

1. 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.
2. 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.
3. 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 AA of this attachment.

R. Incident Reporting

The Provider shall notify the Program Manager for the Agency 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 ability to perform or meet contract 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:

1. Proposed client terminations
2. Service quality or service delivery problems
3. Contract non-compliance;
4. 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 contract 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 contracts covered by this contract 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.

A written incident report is and shall be sent to the Agency via registered mail within three (3) business days.

S. 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 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 Agency with a summary of the investigation and allegations.

T. Financial Records

Federal Grants Management requires that a provider receiving federal or state 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 complete the Data Integrity Certification form, **ATTACHMENT IX.**

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 all agreements and/or contacts covered by this contract. 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 available to the Agency or its authorized agents at all reasonable times for inspection, review, audit, or copy at the expense of the Provider.

U. Audits

The Provider agrees to obtain an independent financial and compliance audit if required. If the Provider is a non-profit organization, the Oath of Not for Profit Status form (ATTACHMENT XV) must be completed and returned to the Agency with the signed contract.

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 contract, if any, are indicated in section II. A. of the agreement(s) covered by this contract. 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 contract are indicated in section II. A. of the agreement(s) of which this contract is an attachment. In determining the State awards expended in its fiscal year, the Provider shall consider all sources of State awards, including State funds received from the Agency, other state agencies, and other non-state entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements addressed in Part II, paragraph 2, the Provider shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a reporting package as defined by section 215.97, F.S., and Chapter 10.550 (local 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 disallowed; 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: SPECIFIC REQUIREMENTS OF AGENCY ADMINISTERED PROGRAMS

1. The DOEA requires a supplemental schedule of functional expenses be prepared in a specific format, 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 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. The functional expense format can be provided by the Agency upon request.

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).
3. Interest earned on federal funds or general revenue funds must be returned to the Agency. A chart is included in all contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.

PART IV: 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 section 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. The Federal Audit Clearinghouse
- b. Two copies of the audit report with any management letter issued by the auditor to the Agency's Chief Financial Officer at following address:

**Area Agency on Aging
4400 N. Congress Avenue
West Palm Beach, FL 33407**

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

2. Copies of audits and reporting packages required by **PART II** of this section 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 State of Florida Auditor General
- b. Two copies of the audit report with any management letter issued by the auditor to the Agency's Chief Financial Officer at following address:

**Area Agency on Aging
4400 N. Congress Avenue
West Palm Beach, FL 33407**

3. Any reports, management letters, or other information required to be submitted to the Agency pursuant to this section 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.

V. 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 contract for a period of at least five (5) years after termination of the contract and/or contract, 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.

W. Assignments and Subcontracts

In the event the Provider utilizes subcontractors to provided services pursuant to this contract, such subcontractors shall be subject to the conditions of this contract incorporating it by reference. This contract 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, a contract with all of the terms and conditions set forth in this contract 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 contract.

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 AA (Termination) of this contract.

The Provider must submit all fiscal information regarding services contracted to subcontractors pursuant to this contract if requested by the Agency.

X. 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 its subcontractors 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 or its subcontractors' officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts 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 contract. 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.

Y. Contingency Plan

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 Agency by May 1 of each year.

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.

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 the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider.

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 the Agency and/or the Provider to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the DOEA 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.

Z. 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.

AA. Termination

1. Termination for Convenience

Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this contract unless both parties, in writing, mutually agree upon a lesser time.

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 contract 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 contract or any subcontract will not be interrupted or suspended by the termination. In the event that a contract between the Provider and its 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 Due to Lack of Funds

In the event funds to finance this contract become unavailable, the Agency may terminate this contract 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 contract 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 contract 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 contracts covered under this contract. 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 contract. 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 contract. 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 contract shall not be construed as a waiver of its right to demand strict compliance with the terms of the contract or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the contract.

BB. Renegotiation or Modification

1. Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract 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 contract only when these have been established through the appropriations process, or identified in the federal program. The Agency's and State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

CC. 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 non-consumable 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:
 - a. A description of the equipment.
 - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - c. Source of the equipment, including the award number.
 - d. Whether title vests in the Provider or the Federal Government.
 - e. Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
 - f. 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).
 - g. Location and condition of the equipment and the date the information was reported.
 - h. Unit acquisition cost.
 - i. 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 attachments covered by this contract, or identified in the subcontracts with subcontractors (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 contract 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 Grants Manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
8. The Provider must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. 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.

DD. Copyright Clause

The Provider may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this contract. 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.

EE. 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.

FF. 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 subcontracts 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.

GG. 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
4. Ensure that operations and service delivery reflect the communities served, including community input in Service Provider Application and inclusion of community representation in Provider's governing board

HH. Community Resource Update

The Provider agrees to verify and submit updated information within one month after execution of this contract 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.

II. 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 49-page agreement to be executed by their undersigned officials as duly authorized.

**PALM BEACH COUNTY,
FLORIDA**, a Political
Subdivision of the State of
Florida

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

SIGNED
BY: _____

PRINT
NAME: Addie L. Greene

TITLE: Chairperson

DATE: _____

SIGNED
BY: _____

PRINT
NAME: Sharon R. Bock

TITLE: Clerk and Comptroller

DATE: _____

FEDERAL
ID
NUMBER: 59-6000785

FISCAL
YEAR
END
(MM/DD): _____

SIGNED
BY: _____

PRINT
NAME: _____

TITLE: _____

DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

ATTACHMENT I

RESPITE FOR ELDERS LIVING IN EVERYDAY FAMILIES

BUDGET SUMMARY

The unit rate payable under this contract is outlined below, which shall be submitted to the Agency on DoEA Form 109 (**ATTACHMENT VII**).

Hours of Service	Units	Unit Rate	
6,980	1 unit = 1 hour of service	7.25	\$50,608.62

The unit rate includes a volunteer stipend not to exceed %5.15 per hour of service and covers other volunteer expenses such as volunteer recruitment and retention, volunteer training, and service related travel.

ATTACHMENT II

**RESPITE FOR ELDERS LIVING IN EVERYDAY FAMILIES
INVOICE SCHEDULE**

Report Number	Based On	Submit to Agency on this date
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	Final Expenditure /Closeout Report	February 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 has been executed.

Note #2: The last two months of the provider's fiscal reports (Report Numbers 7 and 8) covering actual expenditures should reflect an adjustment 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.

**REQUEST FOR PAYMENT
RELIEF PROGRAM**

RECIPIENT NAME, ADDRESS, PHONE# and FEID# 	TYPE OF REPORT: A. PAYMENT REQUEST: Regular _____ Supplemental _____ B. METHOD OF PAYMENT: Advance _____	THIS REQUEST PERIOD: FOR _____ REPORT# _____ AGREEMENT# _____ PSA# _____				
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement. Prepared By: _____ Date: _____ Approved By: _____ Date: _____						
PART A: BUDGET SUMMARY:	(1) Admin.	(2) Svcs.				TOTAL
1. Approved Agreement Amount	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Previous Funds Received For Agreement Period	_____	_____	_____	_____	_____	_____
3. Agreement Balance	_____	_____	_____	_____	_____	_____
PART B: AGREEMENT FUNDS REQUEST:						
1. Anticipated Cash Needs(1st-2nd Months)	_____	_____	_____	_____	_____	_____
2. Net Expenditures For Month (DOEA Form 105C, Part B Line 4)	_____	_____	_____	_____	_____	_____
3. Total	_____	_____	_____	_____	_____	_____
PART C: NET FUNDS REQUESTED:						
1. Less Advance Applied	_____	_____	_____	_____	_____	_____
2. Agreement Funds Are Hereby Requested For(Part B Line3 minus Part C Line 1)	_____	_____	_____	_____	_____	_____

ATTACHMENT IV

RECEIPTS AND EXPENDITURES
RELIEF PROGRAM

RECIPIENT NAME, ADDRESS, PHONE# and FEID# 	PROGRAM FUNDING SOURCE: Admin _____ Svcs _____ GR _____ Fed _____ Other _____	THIS REPORT PERIOD: FROM _____ TO _____ AGREEMENT PERIOD _____ AGREEMENT# _____ REPORT# _____ PSA# _____		
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the agreement. Prepared By: _____ Date: _____ Approved By: _____ Date: _____				
PART A: BUDGETED INCOME/RECEIPTS 1. State Funds..... 2. TOTAL RECEIPTS.....	1. Approved Budget \$ _____ \$ _____	2. Actual Receipts for this Report \$ _____ \$ _____	3. Total Receipts Year to Date \$ _____ \$ _____	4. Percent of Approved Budget _____ % _____ %
PART B: EXPENDITURES 1. Administration 2. Travel..... 3. Service Subcontractor (s)..... 4. TOTAL EXPENDITURES.....	1. Approved Budget \$ _____ \$ _____ \$ _____ \$ _____	2. Expenditures for This Report \$ _____ \$ _____ \$ _____ \$ _____	3. Expenditures Year to Date \$ _____ \$ _____ \$ _____ \$ _____	4. Percent of Approved Budget _____ % _____ % _____ % _____ %
PART C: OTHER REVENUE AND EXPENDITURES I. Program Income (PI): 1. Program: PI Collected YTD \$ _____	II. Interest: 1. Earned on GR Advance \$ _____ 2. Rtn. of GR Advance \$ _____ 3. Other Earned \$ _____		III. Advance Recoupment 1. Advance Recouped \$ _____	

RELIEF Monthly Service Report

Reporting Station (Name and Address)		<p>This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and statutes. It is intended only for the individuals or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this communication in error, please do not distribute it. Please notify us by E-Mail and delete the original message. Thank You.</p>
Contract #		
Person Completing Report		
Total Number of Volunteers Assigned		

PSA and/ or County (s) Served		Type of Station	RELIEF	Budget:\$	Volunteer Service Hours (VSH)
					0

Volunteer Hours (dated started SCP)	# of Clients Served this Month	Evening Respite Hours Served	Weekend Respite Hours Served	Other Respite Hours Served	Total Respite Hours
July-07					
August-07					
September-07					
October-07					
November-07					
December-07					
January-08					
February-08					
March-08					
April-08					
May-08					
June-08					
	0	0	0	0	0
Volunteer, Name Here					
July-07					
August-07					
September-07					
October-07					
November-07					
December-07					
January-08					
February-08					
March-08					
April-08					
May-08					
June-08					
	0	0	0	0	0
YTD TOTALS	0	0	0	0	0

RELIEF Volunteer Demographics
RELIEF Client Demographics

Reporting Station (Name and Address)		This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and statutes. It is intended only for the individuals or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this communication in error, please do not distribute it. Please notify us by E-Mail and delete the original message. Thank You.			
Person Completing Report	Insert Program Coordinator				
PSA and/ or County (s) Served	PSA: _____ County(ies): _____	Type of Station	RELIEF		

	July-07 Active Clients Unduplicated	August-07 Active Clients Unduplicated	September-07 Active Clients Unduplicated	October-07 Active Clients Unduplicated	November-07 Active Clients Unduplicated
Total Number of Unduplicated Clients Served					
Sample,Client	1	0			
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
Sample,Client					
TOTALS	1	0	0	0	0
Ages of Clients Served					
Ages 45-64					
Ages 65 - 74					
Ages 75 - 84					
Ages 85 or higher					
TOTALS	0	0	0	0	0

RELIEF 2008-2009 Annual Budget & Invoices	
Name of Agency Agency Address here City, State and Zip Phone: agency phone number and fax here Fax: _____ E-mail: _____	\$0.00
Contract #:	
	MONTHLY INVOICES
July	\$0.00
August	\$0.00
September	\$0.00
October	\$0.00
November	\$0.00
December	\$0.00
January	\$0.00
February	\$0.00
March	\$0.00
April	\$0.00
May	\$0.00
June	\$0.00
YTD Expended	\$0.00
YTD % Expended	#DIV/0!
Remaining Balance	\$0.00
% Remaining	#DIV/0!

RELIEF Monthly Program Narrative

July

August

September

October

November

December

January

February

March

April

May

June

RELIEF AAA Monthly Service Summary

Reporting Station (Name and Address)		<p>This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and statutes. It is intended only for the individuals or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this communication in error, please do not distribute it. Please notify us by E-Mail and delete the original message. Thank You.</p>		
Contract#				
Person Completing Report				
PSA and/ or County (s) Served		Type of Station RELIEF	Budget: \$	Volunteer Service Hours
				0
Total Number Stations/Volunteers				
Stations				
Volunteers				
Volunteer Hours (dated started SCP)	# of Unduplicated Volunteers	# of Unduplicated Clients Served	Total Units of Service (hours)	Total Training Hours (includes pre-service and in-service)
Provider#1				
July-07				
August-07				
September-07				
October-07				
November-07				
December-07				
January-08				
February-08				
March-08				
April-08				
May-08				
June-08				
	0	0	0	0
Provider#2				
July-07				
August-07				
September-07				
October-07				
November-07				
December-07				
January-08				
February-08				
March-08				
April-08				
May-08				
June-08				
	0	0	0	0
Provider #3				
July-07				
August-07				
September-07				
October-07				
November-07				
December-07				
January-08				
February-08				
March-08				
April-08				
May-08				
June-08				
	0	0	0	0
YTD TOTALS	0	0	0	0

RELIEF AAA Monthly Service Summary

2007-2008 Annual Budget and Invoices				
Area Agency on Aging	\$0.00	\$0.00	\$0.00	\$0.00
Contract #		Provider # 1	Provider# 2	Provider# 3
	INVOICES TO DOEA	MONTHLY INVOICES to AAA	MONTHLY INVOICES to AAA	MONTHLY INVOICES to AAA
July	\$0.00	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00
January	\$0.00	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00	\$0.00
April	\$0.00	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00	\$0.00
YTD Expended	\$0.00	\$0.00	\$0.00	\$0.00
YTD % Expended	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Remaining Balance	\$0.00	\$0.00	\$0.00	\$0.00
% Remaining	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

RELIEF AAA Monthly Service Summary

July

August

September

October

November

December

January

February

March

April

May

June

REQUEST FOR UNIT RATE REIMBURSEMENT/ DELIVERABLE RELIEF PROGRAM

RECIPIENT NAME, ADDRESS, PHONE # AND FEID #	AGREEMENT # _____ AGREEMENT AMOUNT \$ _____ AGREEMENT PERIOD _____	REPORT # _____ COVERED FOR PERIOD: FROM: _____ TO: _____ PSA # _____
---------------------------------------------	--------------------------------------------------------------------------	-------------------------------------------------------------------------------

SERVICE DESCRIPTION	UNITS OF SVC DELIVERED THIS REPORT	UNIT RATE	AMOUNT(S) REQUESTED	AMOUNT RECD YEAR TO DATE	AGREEMENT BALANCE
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTALS					
AMOUNT OF FUNDS REQUESTED:		\$	_____		

Match: (If applicable)

Local Match :

Inkind:

I certify that this report is a true and correct reflection of this period's activities, as stipulated by this agreement.

PREPARED BY _____	TITLE _____	DATE _____
APPROVED BY _____	TITLE _____	DATE _____

DOEA Form 109, (Revised Jan 2001)

Volunteer File Checklist

- Signed position description indicating: responsibilities, goals, time commitment, employee responsible for supervision of volunteer, qualifications required, training required (or to be provided)
- Completed volunteer application
- Completed reference check
- Completed Criminal History screening with results
- Signed confidentiality statement
- Signed statement of understanding for allowable and prohibited activities
- Signed statement of understanding that stipend payments may be considered taxable income (for volunteers who are not Senior Companions)
- Assignment sheet for each client assigned to volunteer indicating frequency and duration of respite, actual days and times of respite, notes on client condition in enough detail to inform volunteer of what will be found in home, signatures by volunteer and caregiver and agency staff indicating acceptance /agreement
- Service logs for each instance of respite provided signed by caregiver (or client) to verify service was received
- Training log including dates
- Signed copy of grievance procedures

Additional Senior Companion paperwork if volunteer is a Senior Companion (see DOEA Senior Companion Handbook for Managers for specifics).

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
- 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 judgment 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

ATTACHMENT IX-APROCEDURE 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.

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

	Chairperson	
Signature	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 Division of Senior Services
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

IR008-9500

Name of Authorized Individual

Application or Agreement Number

Palm Beach County Division of Senior Services, 810 Datura Street, Suite 300, West Palm Beach, FL 33401
Name and Address of Organization

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA	
Address	Completed By		
City, State, Zip Code	Date	Telephone	

READ THE REVERSE SIDE FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

PART I.

- Briefly describe the geographic area served by the program/facility and the type of service provided: _____

- POPULATION OF AREA SERVED. Source of data:
 Total # % White % Black %Hispanic % Other % Female
- STAFF CURRENTLY EMPLOYED. Effective date:
 Total # % White % Black %Hispanic % Other % Female % Handicap
- CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:
 Total # % White % Black %Hispanic % Other % Female % Handicap % Over 40 Yrs.
- ADVISORY OR GOVERNING BOARD, IF APPLICABLE.
 Total # % White % Black %Hispanic % Other % Female % Handicap

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

- Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.

	NA	YES	NO			
	G	G	G			
- Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.

	NA	YES	NO
	G	G	G
- Compare the client composition to the population. Are race and sex characteristics representative of the population? If NA or NO, explain.

	NA	YES	NO
	G	G	G
- Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain.

	NA	YES	NO
	G	G	G
- Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or handicap? If NA or NO, explain.

	NA	YES	NO
	G	G	G
- For in-patient services, are room assignments made without regard to race, color, national origin or handicap? If NA or NO, explain.

	NA	YES	NO
	G	G	G

ATTACHMENT XIII-A

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

- 12. Is the program/facility accessible to non-English speaking clients?
If NA or NO, explain. NA YES NO
G G G

- 13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal _____ Written _____ Poster _____
If NA or NO, explain. NA YES NO
G G G

- 14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
G _____

- 15. Is the program/facility physically accessible to mobility, hearing and sight impaired individuals? If NA or NO, explain. NA YES NO
G G G

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

- 16. Has a self-evaluation been conducted to identify any barriers to serving handicapped individuals, and to make any necessary modifications? If NO, explain. YES NO
G G

- 17. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain. YES NO
G G

- 18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
G G

- 19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of handicap? If NO, explain. YES NO
G G

- 20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
G G

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

- 21. Do you have a written affirmative action program? If NO, explain. YES NO
G G

DOEA USE ONLY			
Reviewed By		In Compliance: YES G NO* G	
Program Office		*Notice of Corrective Action Sent / /	
Date	Telephone	Response Due / /	
On-Site G Desk Review G		Response Received / /	

ATTACHMENT XIV**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.

ATTACHMENT XIV-A

(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.

ATTACHMENT XV

Oath of Not for Profit Status

Contract or Agreement Number: IR008-9500

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 Division of Senior Services
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)

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Respite for Elders Living In Everyday Families Funds (RELIEF) funds for the 2008-09 program year. The purpose of these funds is to serve clients according to eligibility guidelines outlined by the Department of Elder Affairs.

Justification

The Palm Beach County Board of County Commissioners will be providing respite services to eligible clients beginning July 1, 2008; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2008. The provision of these services will aid the clients and/or caregivers 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, 2008.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Signature

Title

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

Date

Attestation Statement

Agreement/Contract Number IR008-9500

Amendment Number N/A

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

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