

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: September 23, 2008**      **(X) Consent**      **( ) Regular**  
**( ) Ordinance**      **( ) Public Hearing**

Department

**Submitted By:** Community Services

**Submitted For: Division of Senior Services**

## I. EXECUTIVE BRIEF

**Motion: Staff recommends motion to approve:** Standard Contract No. IH008-9500 for the Home Care for the Elderly (HCE) program with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period July 1, 2008, through June 30, 2009, in an amount not-to-exceed \$140,102 for various services to the elderly.

**Summary:** The Contract will allow the Division of Senior Services (DOSS), as lead agency, to provide Case Management and Subsidy which are funded with \$140,102 in State funds and \$74,896 in additional County funds. The Contract spans two (2) County fiscal years. Sufficient funding is available in the FY 2008 budget to meet County obligations. County match and additional funding required to meet FY 2009 obligations are included in the proposed FY 2009 budget. HCE funds administered and managed by the AAA will allow DOSS to provide assistance to the elderly population and caregivers to encourage the provision of care in family-type living arrangements in private homes on a not-for-profit basis as an alternative to nursing home or other institutional care. In the area south of Hypoluxo Road, Ruth Rales Jewish Family Service currently provides HCE services under a similar agreement from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** DOSS is responsible for referrals to vendors for the HCE program in northern and western Palm Beach County and contract with vendors to provide the provisions of care in family-type living arrangements in private homes on a not-for-profit basis as an alternative to nursing home or other institutional care. Additional referrals will be made to other community resources as determined by needs of the senior population.

**Attachment:**

**A. HCE Standard Agreement No. IH008-9500**

**Recommended By:**

**Department Director**

Date \_\_\_\_\_

**Approved By:**

**Assistant County Administrator**

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### 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>53,750</u>	<u>161,248</u>			
External Revenue	<u>(35,026)</u>	<u>(105,076)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>18,724</u>	<u>56,172</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 Department 144 Unit 1481 Object Var.  
 Program Var.

No additional funding is required for FY2008. Required funding is available in the FY2009 budget.

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

Funding sources are the State of Florida and Palm Beach County - *ad valorem equivalent*

<u>Funds</u>	<u>08-09 HCE</u>
State	140,102
Program Income	0
Match (10%)	0
Addnl. County Funds	<u>74,896</u>
<b>Total</b>	<b>214,998</b>

Departmental Fiscal Review: *RED*

## III. REVIEW COMMENTS

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

*Atwill* 9.9.08  
 OFMB *9/10/08* *VO 9/15/08*

*J. J. Jacob* 9/15/08  
 Contract Administration *9/15/08*

### B. Legal Sufficiency:

*[Signature]* 9/16/08  
 Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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

**AREA AGENCY ON AGING****STANDARD AGREEMENT****HOME CARE FOR THE ELDERLY (HCE) PROGRAM**

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

**I. Provider Agrees:****A. Final Request for Adjustments and Payment:**

1. Final requests for budget revisions or adjustments to agreement funds based on expenditures for services provided through June 30, 2009 must be submitted to the Agency on Aging grant manager by July 5, 2009.
2. The final request for payment invoice must be submitted by August 1, 2009.

**II. The Agency Agrees:****A. Agreement Amount:**

To pay for services in accordance with the **PROGRAM PROVISIONS** of this agreement in an amount not to exceed **\$140,102.00**, subject to the availability of funds.

**B. Obligation to Pay:**

The Agency's and State of Florida's performance and obligation to pay under this agreement is contingent upon the annual appropriation by the Legislature.

**C. Source of Funds:**

The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this agreement. The funds awarded to the Provider pursuant to this contract consist of the following:

Program Title	Funding Source	CFDA/CSFA	Amount
Home Care for the Elderly	General Revenue	65.001	\$140,102.00
<b>CONTRACT TOTAL</b>			<b>\$140,102.00</b>

**III. Provider and Agency Mutually Agree:****A. Effective Date:**

1. This agreement shall begin on July 1, 2008 or on the date the agreement has been signed by both parties, whichever is later.
2. This service period is July 1, 2008 to June 30, 2009.
3. In the event that a subsequent agreement may not be executed prior to the July 1<sup>st</sup> start date, the Agency may, at its discretion, extend the agreement upon written notice for up to

90 days to ensure continuity of service. Services provided under the extension will be paid for out of the succeeding contract amount.

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

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

Michelle Bissett, Program Manager  
Area Agency on Aging  
Palm Beach/Treasure Coast  
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 administration of the program under this agreement is:

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

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

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

**PROGRAM PROVISIONS:**

**I. STATEMENT OF PURPOSE**

The Home Care for the Elderly (HCE) Program encourages the provision of care in family-type living arrangements in private homes on a not-for-profit basis as an alternative to nursing home or other institutional care.

**II. SERVICES TO BE PROVIDED**

**A. Services:**

1. The Provider's Service Provider Application (SPA) update for state fiscal year 2008 and any revisions thereto approved by the Agency and located in the program manager's file, are incorporated by reference in this agreement between the Agency and the Provider, and prescribe the services to be rendered by the Provider.

2. Provider is responsible for providing the following services to individuals 60 years of age or older with income less than the Institutional Care Program (ICP) standard, meet the ICP asset limitation, be at risk of nursing home placement, and have an approved adult caregiver living with them who is willing and able to provide care or assist in arranging for care.
3. The Provider shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Services categories include:

a. **Basic Subsidy** – The basic subsidy is a cash payment made to an approved caregiver each month to reimburse some expenses incurred in caring for the client. A basic subsidy is provided for support and maintenance of the care recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A basic subsidy shall be paid to approved caregivers when the client is in the home for any part of the month. If the client is hospitalized or in any other temporary institution for 30 days or less, the full basic subsidy payment shall be provided to the caregiver as if the client were in the home. The basic subsidy payment shall be based on the financial status of the client receiving care. In the event that both a husband and wife are clients, their combined financial status shall be used to determine the amount of the basic subsidy.

b. **Special Subsidy Services** – Special subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies or equipment needed to maintain the health and well-being of the individual elder. The special subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care recipient. A special subsidy shall be paid to approved caregivers when the client is in the home for any part of the month. All special subsidy services must be performed in accordance with the Department of Elder Affairs Programs and Services Handbook. Special subsidy services include:

- |  |                                    |                                    |
|--|------------------------------------|------------------------------------|
| (1) Adult Day Care                       | (8) Home Health Aide Service       | (15) Personal Care                 |
| (2) Adult Day Health Care                | (9) Homemaker                      | (16) Respite                       |
| (3) Caregiver Training/Support           | (10) Housing Improvement           | (17) Skilled Nursing Services      |
| (4) Chore/Chore (Enhanced)               | (11) Material Aide                 | (18) Specialized Medical Equipment |
| (5) Counseling (Gerontological)          | (12) Occupational/Physical Therapy | (19) Speech Therapy                |
| (6) Counseling (Mental Health/Screening) | (13) Other                         | (20) Transportation                |
| (7) Home Delivered Meals                 | (14) Outreach                      |                                    |

4. Consumers may not be enrolled in Aged and Disabled Adult Medicaid waiver or a Medicaid capitated long-term care program.
5. The Provider is responsible for providing access to and coordination of services by documenting and planning needed services for HCE clients through intake, care management, and case aide services.

**B. Manner of Service Provision:**

The services will be provided in a manner consistent with and described in the Agency's area plan update for state fiscal year 2008 and the Department of Elder Affairs Home and Community-Based Services Handbook. In the event the handbook is revised, such revision will automatically be incorporated into the agreement and the Provider will be given a copy of the revisions.

**III. METHOD OF PAYMENT**

**A.** The Agency will pay the basic subsidies as authorized by the Provider directly to the caregiver. The Provider must ensure unit rates include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The special subsidy services are paid based on unit rates approved by the Agency as determined by the Provider's SPA. The Provider shall consolidate all requests for payment from subrecipients and expenditure reports that support requests for payment and shall submit electronically to the Agency using the Agency's generated cost report format. To obtain electronic format, contact the Agency's fiscal grants manager.

**B.** The Provider shall maintain documentation to support payment request, which shall be available to the Department of Financial Services, DOEA or the Agency upon request.

**C. Additional Reporting Conditions:**

The Provider agrees to implement the distribution of funds as detailed in the Provider's SPA and the Budget Summary, **ATTACHMENT I**, to this agreement. Any changes moving funds between budget categories that do not exceed the total agreement amount require written confirmation by the Agency. Changes to budget categories that change the total agreement amount require a formal amendment.

**D. Client Information and Registration Tracking System (CIRTS)**

1. The Provider will ensure the collection and maintenance of HCE subsidies and case management information on a monthly basis from the Client Information and Registration Tracking System (CIRTS). Maintenance includes valid exports and backups of all data and systems according to DOEA and Agency standards.
2. The Provider must ensure all data for HCE subsidies are entered into CIRTS by the 15<sup>th</sup> of each month. HCE subsidy data entered into the CIRTS by the 15<sup>th</sup> of the month will be for payments incurred between the 16<sup>th</sup> of the previous month and the 15<sup>th</sup> of the current month. Case management data entered into the CIRTS by the 15<sup>th</sup> of the month will be for units of service provided during the previous month from the 16<sup>th</sup> and up to and including the 15<sup>th</sup> of the current month or case management units of service may be entered according to the Provider schedule, in aggregate on the 31<sup>st</sup> or daily, weekly or monthly.
3. The Provider will ensure data entry for HCE subsidies will cease on the 15<sup>th</sup> of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is generated.
4. The Provider will ensure the Monthly Utilization Report, by consumer and by worker identification is verified, corrected, certified no later than the 25<sup>th</sup> of the month in which the report is generated.

- E. Any payment due by the Agency under the terms of this agreement may be withheld pending the receipt and approval by the Agency of complete and accurate financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section D. of the **STANDARD PROVISIONS** of this agreement.

#### **IV. SPECIAL PROVISIONS**

##### **A. State Laws and Regulation:**

1. The Provider agrees to comply with applicable parts of Rule Chapter 58H-1, Florida Administrative Code, promulgated for administration of Sections 430.601 through 430.608, Florida Statutes, and the DOEA Home and Community-Based Services Handbook.
2. The Provider agrees to comply with the provisions of Sections 97.021 and 97.058, Florida Statutes, and all rules related thereto in the Florida Administrative Code.

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

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

###### **1. Priority Criteria for Service Delivery:**

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

###### **2. Priority Criteria for Service Delivery for Other Assessed Individuals:**

The assessment and provisions of services should always consider the most cost effective means of service delivery. Functional impairment shall be determined through DOEA's consumer assessment form administered to each applicant. The most frail individuals not prioritized in Section IV.B.1. above will receive services to the extent funding is available.

**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 VI**) 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 VII**) 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 VIII**.

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

It is expressly understood that a finding that the Provider materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this 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 IX**).
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 CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report and must be approved by the Agency prior to payment.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency 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 X**.

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 contracts 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 XI**) 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.
4. Specific requirements for match, co-payments, and program income applicable to programs administered by the Agency are outlined in **ATTACHMENT III**.

### **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.



July 2008 – June 2009

HCE

IH008-9500

IN WITNESS THEREOF, the parties hereto have caused this 40 page agreement to be executed by their undersigned officials as duly authorized.

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

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

SIGNED

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

SIGNED

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

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

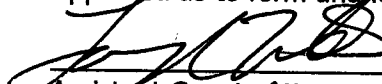
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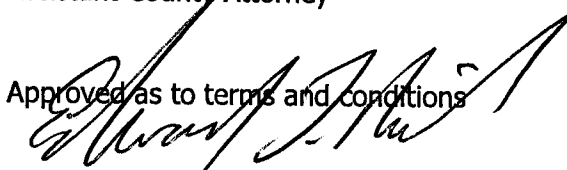
FEDERAL ID NUMBER: \_\_59-6000785\_\_

FISCAL YEAR END DATE: \_\_\_\_\_

Approved as to form and legal sufficiency

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

Approved as to terms and conditions

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

**HOME CARE FOR THE ELDERLY PROGRAM**

**BUDGET SUMMARY**

***Palm Beach County Division of Senior Services***

<b>1. HCE Subsidies</b>	<b>\$131,725.00</b>
<b>2. HCE Case Management</b>	<b>\$8,377.00</b>
<b>3. Total</b>	<b>\$140,102.00</b>

## ATTACHMENT II

## CONTRACT REPORT SCHEDULE

Report Name	Submit to the "AGENCY" on this Date
July Surplus/Deficit Report	August 20
July Expenditure Report	August 20
August Surplus/Deficit Report	September 20
August Expenditure Report	September 20
September Surplus/Deficit Report	October 20
September Expenditure Report	October 20
October Surplus/ Deficit Report	November 20
October Expenditure Report	November 20
November Surplus/Deficit Report	December 20
November Expenditure Report	December 20
Service Cost Report & December Surplus/Deficit Report	January 20
General Revenue Transfer	January 20
December Expenditure Report	January 20
January Surplus/Deficit Report	February 20
January Expenditure Report	February 20
February Surplus/Deficit Report	March 20
February Expenditure Report	March 20
March Surplus/Deficit Report	April 20
March Expenditure Report	April 20
April Surplus/Deficit Report	May 20
April Expenditure Report	May 20
May Surplus Deficit/Report	June 20
May Expenditure Report	June 20
June Surplus/Deficit Report	July 20
June Expenditure Report	July 20
Final Expenditure Report and Closeout Report	August 1
<b>Note # 1:</b> If any invoice or report will not be submitted for ANY reason, the Fiscal Grant Manager and the Program Manager must be informed in writing via email or hardy copy letter by its due date.	

**APPLICABILITY CHART**

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

- Within 7 calendar\* days of the receipt of a request for review, the Provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
  - the time and place scheduled for the review
  - the designation of one or more impartial reviewers who have not been involved in the decision at issue
  - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual
  - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review
  - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review
  - 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

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

- Within 7 calendar\* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
  - the time and place scheduled for the appeal
  - the designation of one or more impartial AAA officials who have not been involved in the decision at issue
  - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual
  - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal
  - assistance, if needed, in order to attend the appeal
  - and the stopping of the intended action until all appeals are exhausted.
- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.
- The designated AAA official(s) must provide written notification to the requester within 7 calendar\* days after considering the grievance review appeal, stating:
  - the decision, and the reasons therefore in detail
  - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted
  - the individual's right to appeal, if applicable
- Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision; and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.
- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.



**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.

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Signature

Date

Addie L. Greene, Chairperson

---

Name of Authorized Individual

Application or Agreement Number

Palm Beach County Division of Senior Services, 810 Datura St., Ste 300, West Palm Beach, FL 33401

Name and Address of Organization

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

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

(a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.

(b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.

(c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.

(d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.

(e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.

(f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.

(g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.

(h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.

(i) That each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.

(j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.

(k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.

(l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.

(m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.

(n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.

(o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.

(p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.



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

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

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

NA NUMBER  
G \_\_\_\_\_

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.

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

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

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

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

YES NO  
G G

YES NO  
G G

YES NO  
G G

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 ____/____/____	

**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 Division of Senior Services, 810 Datura St., Ste 300, West Palm Beach, FL 33401  
Name and Address of Provider

Chairperson

Signature

Title

Date

Addie L. Greene, Chairperson

Name of Authorized Signer

(Revised February 2004)

**Oath of Not for Profit Status**

Contract or Agreement Number: \_\_\_\_\_

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

Palm Beach County 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



## Attestation Statement

Agreement Number IH008-9500

Amendment Number N/A

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

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

## **EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

### **Background**

The Area Agency is awarding the Palm Beach County Board of County Commissioners Home Care for the Elderly Program (HCE) funds for the 2008 program year. The purpose of these funds is to encourage the provision of care in family-type living arrangements in private homes on a not-for-profit basis as an alternative to nursing home or other institutional care. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

### **Justification**

The Palm Beach County Board of County Commissioners will be providing HCE services to HCE 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 client and/or caregiver in remaining independent and prevent or delay institutionalization.

### **Certification**

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting July 1, 2008.

**BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

PSA: 9  
County Name: Palm Beach County  
Period: 7/1/2008 - 6/30/2009  
Provider Name: Palm Beach County Division of Senior Services

ORIGINAL DATE: July 1, 2008  
REVISED DATE:  
REVISION NUMBER:

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

Funding Source  
( X ) HCE including Subsidy

Form Revised July 18, 2003

	(Service Reference)	(5)	(6)
DESCRIPTION	TOTAL SERVICES	Case Management	Subsidy
1. Total Budgeted Cash Costs	145,092	13,367	131,725
1. (a) Add Inkind Cost			
1. (b) Total Budgeted Costs	145,092	13,367	131,725
2. Total Budgeted Units	163	163	
2.(a) Total Cost Per Unit of Service	N/A	81.86	
3. Less USDA	0		
4. Less Cash Match	0		
5. Less Inkind Match			
6. Less Program Income Used as Match			
Sub-Total Match:	0		
7. Program Income	0	-	
8. Less Other Non-Matching Cash & Co-payments	4,990	4,990	
9. Adjusted Budgeted Costs	140,102	8,377	131,725
10. Adjusted Cost Per Unit of Service	N/A	51.30	
12. Estimated Number of UNDUPLICATED Clients	N/A	50	