

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:    March 17, 2009          [X] Consent   [ ] Regular
                                         [ ] Ordinance [ ] Public Hearing
Department:     Palm Tran
Submitted By:   Palm Tran
Submitted for:  Palm Tran
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Standard Agreement with the Area Agency on Aging (AAA) in the amount of \$363,283 to fund transportation services for the Division of Senior Services (DOSS) program from January 1, 2009 through December 31, 2009; and

B) Budget Amendment of \$240 in the Palm Tran operating budget (Fund 1340) to recognize a reduction in funding.

Summary: The Standard Agreement with the AAA includes information required by the AAA for transportation services to be provided by Palm Tran CONNECTION for senior citizens who are clients of DOSS nutritional programs north of Hypoluxo Road. The AAA funds in the amount of \$363,283 and the local match has already been accounted for in Palm Tran CONNECTION's approved FY 2009 budget. Countywide (DR)

Background and Justification: The DOSS program is sponsored by the Area Agency on Aging (AAA) and is supported with Federal (Older Americans Act) and County funds. Transportation by Palm Tran CONNECTION is provided for Nutrition Meal Site trips north of Hypoluxo Road under eligibility guidelines established by the Older Americans Act. The only eligibility factor is to be 60 years old. Palm Tran CONNECTION schedules all trips, prepares vehicle manifests, handles customer concerns and commendations, determines eligibility, and monitors the performance of the Transportation Operators for the DOSS program.

- Attachments:**
1. Standard Agreement IA009-9635 (4 copies)
 2. Budget Amendment

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Recommended By: [Signature] Feb 25, 2009
                  Department Director                     Date

Approved By: [Signature] 3/5/09
                 Assistant County Administrator            Date
  
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures					
Operating Costs	\$1,320,214				
External Revenues	<\$363,283>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$956,931				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5013 Object 3401
 Program Reporting Category
 Revenue Account No.: 1340-540-5013-3148/8000

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

C. Departmental Fiscal Review: John Murphy
 John Murphy, Finance Manager

III. REVIEW COMMENTS

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

John Dink 3-2-09
 OFMB 2/24/09
Dr. J. Scott 3/3/09
 Contract Dev. and Control

B. Legal Sufficiency: This Contract complies with our contract review requirements.

Assistant County Attorney 3/5/09

C. Other Department Review:

Department Director

Please note that Section BB of the Standard Provisions of the Agreement authorizes the Agency to adjust (reduce) the amount to be paid to County after services have been delivered. In addition, the County is to be paid for services provided only from the effective date of the Agreement which is the date executed by both parties. Although the Agency has advised Palm Tran staff that it will execute the Emergency Certification for Retroactive Payment authorizing payment for services provided back to January 1, 2009, the Agreement does not obligate the Agency to do so.

January 2009- December 2009

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STANDARD AGREEMENT

IA009-9635

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

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

The parties agree:

I. AGREEMENT TERMS:

A. Agreement Amount:

The Agency will pay the Provider for services according to the conditions of this agreement in an amount not to exceed **\$363,283.00**, subject to the availability of funds.

B. Effective Date

1. This agreement shall begin on January 1, 2009 or on the date the agreement has been signed by both parties, whichever is later.
2. This agreement shall end on December 31, 2009.
3. This agreement may be extended by the Agency upon written notification, for up to ninety (90) days, and shall include, if applicable, any additional provisions mandated by the Florida Department of Elder Affairs (DoEA).

C. Obligation to Pay

The Provider's obligations hereunder and its performance of this agreement are subject to an annual appropriation by its Board of County Commissioners for the purposes described in this agreement.

D. Source of Funds

Services rendered and paid for 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 agreement consist of the following:

Program Title: Older American's Act	Year	Funding Source	CFDA	Amount
Title IIIB Support Services	2009	U.S. Health and Human Services	93.044	\$363,283.00
Title III C1 Congregate Meals	2009	U.S. Health and Human Services	93.045	\$0.00
Title III C2 Home Delivered Meals	2009	U.S. Health and Human Services	93.045	\$0.00
Title III E Services	2009	U.S. Health and Human Services	93.052	\$0.00
TOTAL FUNDS CONTAINED IN THIS AGREEMENT				\$363,283.00

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E. Notice, Contact, and Payee Information

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

Michelle Bissett, Program Manager
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:

Chuck Cohen, Executive Director
Palm Tran Connection
3201 Electronics Way
Lake Worth, FL 33463
(561) 841-4200

3. In the event different representatives are designated by either party after execution of this agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this agreement.

4. The name (Provider name as shown on page 1 of this agreement) and mailing address of the official payee to whom the payment shall be made:

Palm Tran Connection
3201 Electronics Way
Lake Worth, FL 33463
(561) 841-4200

II. STATEMENT OF PURPOSE:

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

The Provider is responsible for assessing the needs of older persons within its respective service area for assuring the availability of services and the quality of service delivery. The Provider shall foster the development and implementation of comprehensive and coordinated systems to serve older individuals. Additionally, the Provider shall assure that preference is given to those with the greatest economic and social need, with particular attention to low-income older individuals, including low-income minority older individuals,

older individuals with limited English proficiency, and older individuals residing in rural areas.

The Provider agrees to perform the services of this agreement in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Older Americans Act funds, as well as the current Department of Elder Affairs Home and Community-Based Services Handbook, the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, current Program Instruction, AoA-PI-01-02, and the Standard Provisions (**ATTACHMENT III**).

A. Services

Title III, Section 303 of the Older Americans Act authorizes funding for parts B (relating to supportive services); subpart 1 of part C (relating to congregate nutrition services); subpart 2 of part C (relating to home delivered nutrition services); and part E (relating to family caregiver support).

B. Manner of Service Provision

Any of the following services funded pursuant to this agreement may be provided in a manner consistent with the Provider's current area plan, and any revisions approved in writing by the Agency; and in accordance with the Older Americans Act, Title III, sections 321, 331, 336, 361 and 373 as amended in 2006.

Section 321 Supportive Services:

- Adult Day Care / Adult Day Health Care
- Caregiver Training Support
- Case Aid / Case Management
- Chore Services
- Companionship
- Counseling (Gerontological and Mental Health)
- Education / Training
- Emergency Alert Response
- Escort
- Health Support
- Home Health Aid
- Homemaker
- Housing Improvement
- Information
- Intake
- Interpreter / Translating
- Legal Assistance
- Material Aid
- Occupational Therapy
- Outreach
- Personal Care
- Physical Therapy
- Recreation
- Referral / Assistance
- Respite Services
- Screening / Assessment
- Shopping Assistance

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- Skilled Nursing
- Specialized Medical Equipment, Services and Supplies
- Speech Therapy
- Telephone Reassurance
- Transportation

Section 331 Congregate Nutrition Projects:

- Congregate meals
- Congregate meals screening
- Nutrition education and nutrition counseling
- Outreach

Section 336 Home Delivered Nutrition Services:

- Home delivered meals
- Nutrition education and counseling
- Outreach

Section 373 Caregiver Support Services for (1) family caregivers; (2) grandparents and older individuals who are relative caregivers shall include:

- Assistance to caregivers in gaining access to services
- Information to caregivers about available services
- Counseling, organization of support groups, and caregiver training in the areas of health, nutrition and financial literacy.
- Respite care
- Supplemental services as available to complement the care provided by caregivers.

III. PAYMENT PROCESS:

- A.** All payment requests shall be based on actual expenditures. Invoices must be submitted in accordance with **ATTACHMENT I**. All payments are subject to the availability of funds. Provider must submit the CIRTTS report specifically designed for their organization titled "PSA9 Generated Cost Report" and the EXCEL spreadsheet invoice provided by the Agency. The Provider's payment will be issued within seven (7) business days of the Agency's receipt of the funds from DoEA.
- B.** The Provider may request a monthly advance for each of the first two months of the agreement period, based on immediate anticipated cash needed for services. Detailed documentation justifying cash needs for advances must be submitted in writing to the Agency's fiscal grant manager. Upon receipt of advanced funds from the State of Florida and this executed agreement, the Agency will pay and forward the advance payment to the Provider. For-profit organizations cannot receive advance funds. Interest earned on advances must be identified separately by source of funds. Provider shall maintain advances of federal funds in interest bearing accounts unless otherwise accepted in accordance with 45 CFR 74.22(k). Reconciliation and recouping of advances made under this agreement are to be completed by the time the final payment is made in accordance with 45 CFR 74.22 as appropriate for federal funds. All payments are subject to the availability of funds.

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- C. Transfers between titles can be processed once a year. The Agency will notify the Provider when to submit their budget adjustment request.
- D. The Final Request for Payment is **February 15, 2010**. A "PSA9 Generated Cost Report" and the EXCEL spreadsheet invoice provided by the Agency must be submitted in accordance with **ATTACHMENT I** as notated as "Final Invoice & Closeout Report".
- 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 all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowed costs not resolved.
- F. The Provider must submit a Service Cost Report that reflects the actual costs of providing each service by program. **The report is due July 31, 2009.**
- G. The Provider will submit a monthly **Surplus/ (Deficit) Report** in a format provided by the Agency to the Agency's Program Manager in accordance with **ATTACHMENT I**. The report will include the following:
 - 1. If spending exceeds the 1% threshold, the Provider needs to develop a detailed plan on how the surplus or deficit issue will be resolved.
 - 2. Recommendations to transfer funds to resolve surplus/deficit spending, if applicable.
 - 3. Input from the Provider's Board of Directors on resolution of spending issues, if applicable.
 - 4. Number of clients currently on Assessed Prioritized Consumer List (APCL) that receive a priority ranking score of 4 or 5.
 - 5. Number of clients currently on the APCL designated as Imminent Risk.

IV. SPECIAL PROVISIONS:

A. Consumer Contributions

- 1. The Provider assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions.
- 2. Voluntary contributions are not to be used for cost sharing or matching.
- 3. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.
- 4. Voluntary contributions are to be used only to expand services.

B. Match

The Provider will assure, through a provision in subagreements, a match requirement of at least 10 percent of the cost of all services funded through this agreement. The Providers' match will be made in the form of cash and/or in-kind

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resources. At the end of the agreement period, all Older Americans Act funds must be properly matched.

C. Title III Funds

The Provider assures compliance with Section 306 of the Older Americans Act Amendments as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to carry out a contractual or commercial relationship that is not carried out to implement Title III.

D. Prioritization for Service Deliver

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

E. Dual Enrollment

Consumers shall not be dually enrolled in the Older Americans Act program and a Medicaid capitated long-term care program.

F. Caregiver Forums

The Provider is encouraged to sponsor local caregiver forums at least annually utilizing Title IIE funds to cover expenses related to forum speakers and training expenses as well as caregiver registration, travel and local respite services. The Provider shall ensure that caregiver forums are accessible to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency in rural as well as urban areas. Additionally, the Provider must ensure that caregiver forums provide a format that includes information and resources for grandparents or relative caregivers of children or children with mild retardation or developmental disabilities as defined in the DOEA's National Family Caregiver Support Program Guidelines. The Provider shall coordinate or promote other innovative caregiver forum methods available including state and national web-based and teleconference caregiver forums.

The Provider is required to notify the Agency of its intent to participate in any caregiver forums and to submit a written summary of the even within 60 days of its conclusion.

G. Older Americans Act Annual Report

Completed manual units of service portions of the report, if applicable, are to be reported quarterly to the Agency's Program Manager within 45 days of the end of each quarter. The format of this data report will be developed by the Agency. The Agency will obtain the remaining report sections from the Client Information and Registration Tracking System (CIRTS).

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IN WITNESS THEREOF, the parties hereto have caused this 45 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: _____
John F. Koons, Chairman

SIGNED
BY: _____

DATE: _____

NAME: _____

TITLE: _____

SHARON R. BOCK, Clerk

DATE: _____

BY: _____

DATE: _____

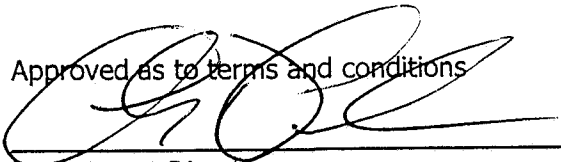
FEDERAL ID NUMBER: __59-6000785__

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

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AGREEMENT REPORT SCHEDULE

Report	Report Name	Submit to the "AGENCY" on this Date
1	First Advance Invoice	December 15
2	Second Advance Invoice	December 15
3	January Invoice & Surplus / (Deficit) Report	February 5
4	February Invoice & Surplus / (Deficit) Report	March 5
5	March Invoice & Surplus / (Deficit) Report	April 5
6	April Invoice & Surplus / (Deficit) Report	May 5
7	May Invoice & Surplus / (Deficit) Report	June 5
8	June Invoice & Surplus / (Deficit) Report	July 5
	Service Cost Report	July 31
9	July Invoice & Surplus / (Deficit) Report	August 5
10	August Invoice & Surplus / (Deficit) Report	September 5
11	September Invoice & Surplus / (Deficit) Report	October 5
12	October Invoice & Surplus / (Deficit) Report	November 5
13	November Invoice & Surplus / (Deficit) Report / Jan. Adv. Reconciliation ***	December 5
14	December Invoice & Surplus/ (Deficit) Report / Feb. Adv. Reconciliation ***	January 5
15	Final Invoice & Closeout Report** If final invoice reflects funds due back to the Agency, payment is to accompany the report.	February 15
<p>*Advance based on projected cash need. **Submission of invoices may or may not generate a payment request.</p>		
<p>Note # 2 The last two months of the Provider's invoices covering actual expenditures shall reflect an adjustment repaying any advances paid against this agreement, if advances have not already been recouped.</p>		
<p>Note # 3 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 hard copy letter by its due date.</p>		

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ATTACHMENT II

**REQUEST FOR PAYMENT
OLDER AMERICANS ACT**

Providers Name

OAA Invoice[Month]

Prepared by: _____

Date: _____

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
O3C1	CNML		0.00	-	-	-	0.00	0.00
O3C1	CNML BKFST		0.00	-	-	-	0.00	0.00
O3C1	NUCO		0.00	-	-	-	0.00	0.00
O3C1	NTED		0.00	-	-	-	0.00	0.00
O3C1	OTR		0.00	-	-	-	0.00	0.00
O3C1	ADVANCE			-	-	-	0.00	0.00
O3C2	HDM		0.00	-	-	-	0.00	0.00
O3C2	HDM BKFST		0.00	-	-	-	0.00	0.00
O3C2	SCAS		0.00	-	-	-	0.00	0.00
O3C2	NUCO		0.00	-	-	-	0.00	0.00
O3C2	NTED		0.00	-	-	-	0.00	0.00
O3C2	ADVANCE			-	-	-	0.00	0.00
OA3B	ADC		0.00	-	-	-	0.00	0.00
OA3B	ESC		0.00	-	-	-	0.00	0.00
OA3B	HOIM		0.00	-	-	-	0.00	0.00
OA3B	INTE		0.00	-	-	-	0.00	0.00
OA3B	HMK		0.00	-	-	-	0.00	0.00
OA3B	COMP		0.00	-	-	-	0.00	0.00
OA3B	PECA		0.00	-	-	-	0.00	0.00
OA3B	RESP		0.00	-	-	-	0.00	0.00
OA3B	SubTit In-Home		0.00	-	-	-	0.00	0.00
OA3B	SCAS		0.00	-	-	-	0.00	0.00
OA3B	ADVANCE			-	-	-	0.00	0.00
OA3E	SCAS		0.00	-	-	-	0.00	0.00
OA3E	RESP		0.00	-	-	-	0.00	0.00
OA3ES	SCSM		0.00	-	-	-	0.00	0.00
OA3ES	CHO		0.00	-	-	-	0.00	0.00
OA3E	ADC		0.00	-	-	-	0.00	0.00
OA3ES	HOIM		0.00	-	-	-	0.00	0.00
OA3E	ADVANCE			-	-	-	0.00	0.00
				-	-	-	0.00	0.00

Providers Name

OAA Invoice[Month]

Other Fiscal Information

Program Code	Service Code	YTD Amount	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
O3C1	Program Income			-	0.00	0.00
O3C1	Cash Match			-	0.00	0.00
O3C1	In-Kind Match			-	0.00	0.00
O3C1	NSIP			-	0.00	0.00
O3C2	Program Income			-	0.00	0.00
O3C2	Cash Match			-	0.00	0.00
O3C2	In-Kind Match			-	0.00	0.00
O3C2	NSIP			-	0.00	0.00
OA3B	Program Income			-	0.00	0.00
OA3B	Cash Match			-	0.00	0.00
OA3B	In-Kind Match			-	0.00	0.00
OA3E	Program Income			-	0.00	0.00
OA3E	Cash Match			-	0.00	0.00
OA3E	In-Kind Match			-	0.00	0.00

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ATTACHMENT III

STANDARD PROVISIONS

These provisions, incorporated into this agreement, are the successor to Master Agreement Number M004-21, 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 agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Under this agreement, the Provider shall be responsible for its work and shall be accountable to the Agency for work performed by 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 agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the year. If the Agency determines that the Provider is not spending service dollars accordingly, the Agency may transfer funds to other providers during the year and/ or adjust subsequent funding allocations accordingly, as allowable under 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 agreement: (a) paragraph (16) (b) of section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services (<http://www.fldfs.com/aadir/reference%5Fguide/>). The Provider certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables 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 agreement, 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 agreement 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 agreement.

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

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

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

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

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 VII**) must be completed and returned to the Agency with the signed agreement.
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 agreement (including use of the State approved Reimbursement of Travel Expenses form, or an equivalent form developed by the Provider), and comply with the provisions of Chapter 119, F.S., allowing public access to all public records made or received by the Provider in conjunction with this agreement and any agreements and/or contracts incorporating this agreement 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 agreement, comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C.

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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 VIII**) must be completed and returned to the Agency with the signed agreement.

8. **Safeguarding Information:** The Provider is not to use or disclose any information concerning a client who receives services under this agreement or 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 agreement, then the Agency recognizes that Agency and the Provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996. The Provider will signify its acceptance of these terms and its relationship with the Agency by signing **ATTACHMENT IX**.
10. **Grievance and Appeal Procedures:** Ensure through agreement provisions that subcontracts and vendors follow the Minimum Guidelines for Provider Grievance Procedures, **ATTACHMENT VI**, for handling complaints from clients who complain service has been suspended, terminated or reduced. Providers and subcontractors will also establish their own complaint procedures for clients who are dissatisfied with or denied services that include, at minimum, notice of the right to complain and to have their complaint reviewed.

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

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,

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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 X**).
3. The Provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include providing clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
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 agreement 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.

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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 agreement 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 agreement by reference. Upon execution of this agreement, the Provider shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the state of Florida may provide such coverage. The Agency reserves the right to require additional insurance where appropriate.
2. The Provider agrees to furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this agreement 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 agreement.

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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 agreement. 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 agreement 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 agreement. The Provider further assures that the Provider; its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the Provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Agency immediately. Non-compliance with this statute shall constitute a breach of this agreement.

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

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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 agreement 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 agreement.
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 agreement, 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.

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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 agreement and review the quality of services as specified in the Service Provider Application.

By entering into this agreement, 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

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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 agreement and must follow their own procedures to ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

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 XI.**

The Provider agrees:

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Agency under all agreements and/or contacts covered by this agreement. The Provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. Original documentation will be made available upon request for monitoring and auditing purposes.

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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 XII**) must be completed and returned to the Agency with the signed agreement.

PART I: Federally Funded

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

1. In the event that the Provider or subcontractor expends \$500,000 or more in Federal awards in its fiscal year, the Provider or subcontractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the Agency by this agreement, if any, are indicated in section II. A. of the agreement(s) covered by this agreement. 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

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Financial Officer, Department of Financial Services, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Agency by this agreement are indicated in section II. A. of the agreement(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the Provider shall consider all sources of State awards, including State funds received from the 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 agreements identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.

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

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 agreement for a period of at least five (5) years after termination of the agreement 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 agreement, such subcontractors shall be subject to the conditions of this agreement incorporating it by reference. This agreement does not provide any rights to said subcontractor.

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

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

The Provider must submit all fiscal information regarding services contracted to subcontractors pursuant to this agreement 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/agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a)

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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 agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's Board of Directors. Compliance with this provision will be monitored.

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 agreement 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

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terminates an agreement at will, the Provider agrees to submit, at the time it serves notice of the intent to terminate, a plan that identifies procedures to ensure services for clients pursuant to this agreement or any 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 agreement become unavailable, the Agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived by the Agency in writing, or the Provider fails to cure the breach within the time specified by the Agency, the Agency may, by written notice to the Provider, terminate this agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Agency may employ the default provisions in section 60A-1.006(3), F. A. C. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other contracts covered under this agreement. The provisions herein do not limit either party's right to remedies at law or to damages of a legal or equitable nature.

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

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

BB. Renegotiation or Modification

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

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State of Florida's performance and obligation to pay under this agreement 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.

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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 agreement, 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 agreement without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of section 216.348, F. S.
6. Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
7. An amendment to the Service Provider Application must be submitted by the Provider and approved by the Agency's 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 agreement 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 agreement. The Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and federal purposes, and to authorize others to do so. Other rights of the Agency and Provider are described in Title 45 CFR, sec. 74.36, and section 286.021, F.S.

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

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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 agreement and twice yearly thereafter, during the months of February and August, to the community health and human services agency/program database managed by The Center for Information and Crisis Services (211). Compliance with this requirement will be monitored.

II. Partnership for Aging

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

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ATTACHMENT IV

APPLICABILITY CHART

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

ATTACHMENT V**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.

ATTACHMENT VI**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:
 - o a statement of what action is intended to be taken;
 - o the reasons for the intended action;
 - o 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:
 - o the time and place scheduled for the review
 - o the designation of one or more impartial reviewers who have not been involved in the decision at issue

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- o 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
 - o the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review
 - o a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review
 - o 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:
 - o the decision, the reasons therefore in detail
 - o the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted
 - o 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
 - o the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency
 - o the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative
 - o 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:
 - o the time and place scheduled for the appeal
 - o the designation of one or more impartial AAA officials who have not been involved in the decision at issue
 - o 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
 - o the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal
 - o assistance, if needed, in order to attend the appeal
 - o 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:
 - o the decision, and the reasons therefore in detail
 - o the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted
 - o 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.

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ATTACHMENT VII

**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 FEB 18, 2009

Charles D. Cohen, Executive Director
Name and Title of Authorized Individual
(Print or type)

PALM TRAN, INC.
Name of Organization

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ATTACHMENT VIII

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

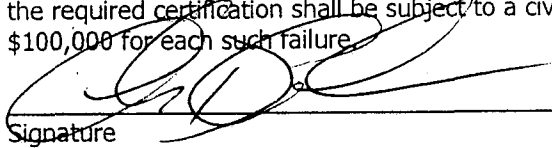
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

FEB 18, 2009
Date

CHARLES D. COHEN, Executive Director IA009-9635
Name of Authorized Individual Application or Agreement Number

PALM TRAN, Inc. 3201 Electronics Way, West Palm Beach, FL 33407
Name and Address of Organization

ATTACHMENT IX

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

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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.

Exhibit III Civil Rights Compliance Checklist

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS

CIVIL RIGHTS COMPLIANCE CHECKLIST		
Program/Facility Name Palm Beach County Division of Senior Services	County Palm Beach	Area Agency on Aging for Palm Beach/Treasure Coast, Inc.
Address 810 Datura Street, Suite 300	Completed By Sylvia Thompson-Gilbert, Director	
City, State, Zip Code West Palm Beach, Florida 33401	Date April 3, 2006	Telephone (561) 355-4750

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

PART 1. 1. Briefly describe the geographic area served by the program/facility and the type of service provided:
Social Services and nutritional services funded under Federal, state, and local funding in Palm Beach County, Florida.

2. POPULATION OF AREA SERVED. Source of data: Claritas & U. S. Census, Senior Population 65+, North Palm Beach County

Total#	%White	%Black	%Hispanic	%Other	%Female
124,502	93.65%	5.90	4.75%	.46	58.24%

3. STAFF CURRENTLY EMPLOYED. Effective Date: 9-8-05

Total#	%White	%Black	%Hispanic	%Other	%Female	%Handicap
66	38%	42%	15%	5%	80%	3%

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective Date: 9-8-05

Total#	%White	%Black	%Hispanic	%Other	%Female	%Handicap	%Over 40 yrs.
4,356	73.13%	20.07%	1.52%	5.28%	72%	53.81%	100%

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total#	%White	%Black	%Hispanic	%Other	%Female	%Handicap	%Over 40 yrs.
7	86%	14%	0%	0%	57%	0%	100%

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

- | | | | |
|--|----|-----|----|
| 6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain
<u>On file with AAA; Filed annually</u> | NA | YES | NO |
| | — | X | — |
| 7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.
<u>Greater minority and female representation on staff than in the population served.</u> | NA | YES | NO |
| | — | — | X |
| 8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If NA or NO, explain
<u>Higher percentage of minority and female representation than in the client populations served</u> | NA | YES | NO |
| | — | X | — |
| 9. Are eligible requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain.
<u>Consumers must be age 60+</u> | NA | YES | NO |
| | X | — | — |
| 10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or handicap? If N/A or NO, explain.
<u>Consumers must be age 60+</u> | NA | YES | NO |
| | X | — | — |

Palm Beach County Division of Senior Services

April 17, 2006

- | | | | |
|---|----------|----------|----|
| 11. For in-patient services, are room assignments made without regard to race, color, national origin or handicap? If NA or NO, explain. | NA | YES | NO |
| <u>No in-patient services provided</u> | <u>X</u> | — | — |
| 12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. | NA | YES | NO |
| — | — | <u>X</u> | — |
| 13. Are employees, applicants and participants informed of their protection against discrimination? If YES how? Verbal <u>X</u> Written <u>X</u> Poster <u>—</u> If N/A or NO, explain. | NA | YES | NO |
| — | — | <u>X</u> | — |
| 14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. | NA | Number | |
| — | — | <u>0</u> | |
| 15. Is the program/facility physically accessible to mobility, hearing and race, color, national origin or handicap? If NA or NO, explain. | NA | YES | NO |
| — | — | <u>X</u> | — |

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

- | | | |
|--|----------|----|
| 16. Has a self-evaluation been conducted to identify and barriers to serving handicapped individuals, and to make any necessary modifications? If NO, explain. | YES | NO |
| <u>—</u> | <u>X</u> | — |
| 17. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain. | YES | NO |
| <u>—</u> | <u>X</u> | — |
| 18. Has a person been designated to coordinates Section 504 compliance activities? If NO, explain. | YES | NO |
| <u>—</u> | <u>X</u> | — |
| 19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of handicap? If NO explain. | YES | NO |
| <u>—</u> | <u>X</u> | — |
| 20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain | YES | NO |
| <u>—</u> | <u>X</u> | — |

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 |
| <u>—</u> | <u>X</u> | — |

DOEA Use Only			
Reviewed By:		In Compliance: YES _____ NO _____	
Program Office:		Notice of Corrective Action Sent: <u> / / </u>	
Date:	Telephone:	Response Due: <u> / / </u>	
On-Site:	Desk Review:	Response Received: <u> / / </u>	

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ATTACHMENT XI

**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 Tran, Inc., 3201 Electronics Way, West Palm Beach, FL 33407
Name and Address of Provider


Signature

Executive Director FEB 18, 2009
Title Date

Charles D. Cohen
Name of Authorized Signer
(Revised February 2004)

January 2009- December 2009

OAA

IA009-9635

ATTACHMENT XII

Oath of Not for Profit Status

Contract or Agreement Number: N/A

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.

Name of Provider entity

Signature of Authorized Representative

Printed name and Title of Authorized Representative

Date of Oath

Revised February 2004

January 2009- December 2009

OAA

IA009-9635

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Older Americans Act funds for the 2009 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2009; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2009. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2009.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Name

Title

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

Date

January 2009- December 2009

OAA

IA009-9635

Attestation Statement

Agreement Number IA009-9635

Amendment Number N/A

I, John F. Koons, Chairman, attest that no changes or revisions have been made to
(*Provider representative*)

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

Approved as to form
And Legal Sufficiency

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

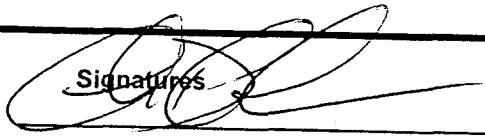
By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 BUDGET AMENDMENT

FUND 1340 PALM TRAN GRANTS

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC AS OF 10/3/05	REMAINING BALANCE
REVENUE								
<u>Palm Tran CONNECTION Revenue</u>								
540 5013 3148	Federal Grant - Indirect Transportation	363,523	363,523		240	363,283		
Total Receipts & Balances		<u>73,242,562</u>	<u>73,360,655</u>	<u>0</u>	<u>240</u>	<u>73,360,415</u>		
APPROPRIATIONS								
<u>Palm Tran CONNECTION Expenses</u>								
540 5013 3401	Other Contractual Services	1,320,454	1,320,454		240	1,320,214	640,855	679,359
Total Appropriations & Expenditures		<u>73,242,562</u>	<u>73,360,655</u>	<u>0</u>	<u>240</u>	<u>73,360,415</u>		

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

Signatures 
 Date 2/18/09

By Board of County Commissioners
 At Meeting of March 17, 2009.

Deputy Clerk to the
 Board of County Commissioners

View All (1 of 1) : Document validated successfully
BGRV - 540- 0213090000000000316- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
2009	1340	540	5013	3148	\$240.00	Decrease

Insert New Line Insert Copied Line First Prev Next Last

Action : **Modify**

Event Type : **BG25**

Name : _____

Start Date : _____

End Date : _____

Dollar Amount : **\$240.00**

Increase/Decrease : **Decrease**

Budget FY : **2009**

Fiscal Year : **2009**

Period : **5**

Fund : **1340**

Department : **540**

Unit : **5013**

Revenue : **3148**

Fed Grnt Indirect-Transportatn

Contact : **6**

Contact Name : **Palm Tran**

Description : **Adj to Actual Award**

House Bill Number : _____

Save Undo Print Validate Submit Close

Menu

View All (1 of 1) : Document validated successfully
BGEX - 540- 0213090000000001060- 1- New- Draft

Action Menu

Budget FY	Fund	Department	Appr Unit	Dollar Amount	Increase/Decrease
2009	1340	540	54050130A	\$240.00	Decrease

Insert New Line Insert Copied Line

First Prev Next Last

Appropriation Budget

Action : Budget FY :

Event Type : Fiscal Year :

Name : Period :

Start Date : Fund :

End Date : Department :

Dollar Amount : Appr Unit :

Increase/Decrease : 1340 Operating Expense

Contact :

Contact Name :

Description :

House Bill Number :

Menu

View All (1 of 1) : Document validated successfully
BGEX - 540- 0213090000000001060- 1- New- Draft

Action Menu

	Budget FY	Fund	Department	Appr Unit	Dollar Amount	Increase/Decrease
✓	2009	1340	540	5405013OA	\$240.00	Decrease
Insert New Line Insert Copied Line						First Prev Next Last

Appropriation Budget

Action :

Event Type :

Name :

Start Date :

End Date :

Dollar Amount :

Increase/Decrease :

Budget FY :

Fiscal Year :

Period :

Fund :

Department :

Appr Unit :

1340 Operating Expense

Contact :

Contact Name :

Description :

House Bill Number :

Menu