

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>50,855</u>	<u>152,564</u>	_____	_____	_____
External Revenue	<u>(34,457)</u>	<u>(103,369)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>16,398</u>	<u>49,195</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

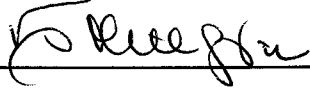
Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1006 Department 144 Unit 1481 Object Var.
 Program Var.

No additional funding is required for FY2009. Required funding has been requested in the FY2010 budget.

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

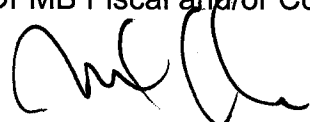
Funding sources are the State of Florida and Palm Beach County.

<u>Funds</u>	<u>09-10 HCE</u>
State	137,826
Program Income	0
Match	0
Addnl. County Funds	<u>65,593</u>
Total	203,419

Departmental Fiscal Review: 

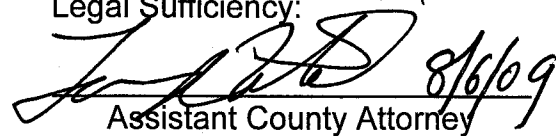
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 8/4/09
 7/30/09 OFMB Director my 7/27/09 7/23/09

 8/5/09
 Contract Administration

B. Legal Sufficiency:

 8/6/09
 Assistant County Attorney

This Contract complies with our contract review requirements.
 The effective date is retroactive.

C. Other Department Review:

 Department Director

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

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

STANDARD AGREEMENT

HOME CARE FOR THE ELDERLY

THIS AGREEMENT is entered into between the Area Agency on Aging of Palm Beach/Treasure, Inc., hereinafter referred to as the “agency,” and Palm Beach County Board of County Commissioners hereinafter referred to as the “provider”, and collectively referred to as the “parties.”

A. Purpose of Agreement

The purpose of this agreement is to provide services in accordance with the terms and conditions specified in this agreement including all attachments and exhibits, which constitute the agreement document.

B. Incorporation of Documents within the Agreement

The agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the agreement, except to the extent that the agreement explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this agreement document and identified attachments.

C. Term of Agreement

This agreement shall begin on July 1, 2009 or on the date on which the agreement has been signed by the last party required to sign it, whichever is later. It shall end on October 1, 2010. Service dates are from July 1, 2009 to June 30, 2010.

D. Agreement Amount

The agency agrees to pay for contracted services according to the statement of work, **ATTACHMENT I** of this agreement in an amount not to exceed \$137,826.00 subject to the availability of funds. Any costs or services paid for under any other agreement or from any other source are not eligible for payment under this agreement. The provider agrees to utilize the approved rate sheet, **ATTACHMENT III** for contracted services the agency agrees to pay for.

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Home Care for the Elderly (HCE)	2009	General Revenue	65.001	\$137,826.00
TOTAL AGREEMENT AMOUNT:				\$137,826.00

E. Renewals

By mutual agreement of both parties, in accordance with s. 287.058(1)(f), F.S., the agency may renew the agreement for a period not to exceed three years, or the term of the original agreement, whichever is longer. The renewal amount, or method for determining a renewal amount, is set forth in the bid, proposal, or reply. Any renewal is subject to the same terms and conditions as the original agreement and contingent upon satisfactory performance evaluations by the agency and the availability of funds. The renewal will be in the form of an agreement amendment or new agreement whichever is deemed appropriate by the agency.

F. 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. The agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of

institutional placement, irrespective of CCSA boundaries. The providers are therefore urged to outreach to consumers in greatest need in their CCSAs.

G. Consumer Choice

The agency is committed to ensuring consumer choice in services and for providing redundancy of services in preparation for disaster/emergency situations. For this reason, the provider must have vendor agreements with no less than two vendors for each service it provides. If the provider is unable to meet this requirement, the provider must document the reason why as well as stipulate plans for comply with this requirement. The provider must provide the following services as required by State statute: case management, homemaker and chore services, respite care, adult day care, personal care services, home delivered meals, counseling, information and referral, and emergency home repair services.

H. Compliance with Federal Law

1. If this agreement contains federal funds the following shall apply:
- 1.2 The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 1.3 If this agreement contains federal funds and is over \$100,000.00, the provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The provider shall report any violations of the above to the agency.
- 1.4 The provider, or agent acting for the provider, may not use any federal funds received in connection with this agreement to influence legislation or appropriations pending before the Congress or any State legislature. If this agreement contains federal funding in excess of \$100,000.00, the provider must, prior to agreement execution, complete the Certification Regarding Lobbying form, ATTACHMENT VI. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Compliance Officer, prior to payment under this agreement.
- 1.5 That if this agreement contains \$10,000.00 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 1.6 That if this agreement contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 1.7 That an agreement with an amount expected to equal or exceed \$25,000.00 and certain other agreement awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The provider will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this agreement.
- 1.8 The provider shall not employ an unauthorized alien. The agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this agreement by the agency.

I. Compliance with State Law

1. That this agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
2. Requirements of s. 287.058, F.S.
 - 2.1. The agreement will provide units of deliverables, including reports, findings, and drafts, as specified in this agreement, which the Grant Manager must receive and accept in writing prior to payment.
 - 2.2. The provider will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 2.3. If itemized payment for travel expenses is permitted in this agreement, the provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this agreement.
 - 2.4. The provider will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the provider in conjunction with this contract except for those records which are made confidential or exempt by law. The provider's refusal to comply with this provision shall constitute an immediate breach of agreement for which the agency may unilaterally terminate agreement.
3. If clients are to be transported under this agreement, the provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
4. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
5. The provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

J. Compliance with Agency Quality Assurance Requirements

This agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with ATTACHMENT IV to this agreement; accurate CIRTS data entry; timely response to APS high risk referrals; adherence to DoEA nutrition program standards; accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

1. The Agency reserves the right to impose sanctions on the Provider within the agreement period, including partial withholding of agreement payments, when repeated deficiencies go uncorrected as follows:
 - 1.1 First Occurrence – written warning.
 - 1.2 Second Occurrence – 10% withheld from any unpaid CCE invoice. Funds withheld will be released upon receipt of acceptable documentation to overcome the previously reported program deficiencies and program performance is considered satisfactory.
 - 1.3 Third Occurrence – 10% withheld from all unpaid CCE invoice until the previously reported program

deficiencies have been cleared and program performance is considered satisfactory. Funds withheld will not be released.

1.4 Fourth Occurrence – Agreement terminated as stated in section YY .

K. Grievance Procedures

The provider shall develop and implement grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).

L. Audits, Inspections, Investigations, Public Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the agency under this agreement.
2. To 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 six (6) years after completion of the agreement or longer when required by law. In the event an audit is required by this agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the agency.
3. Upon demand, at no additional cost to the agency, the provider will facilitate the duplication and transfer of any records or documents during the required retention specified in this agreement.
4. To assure that the records described in this agreement shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the agency.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the agency and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's agreements and related records and documents pertinent to this specific agreement, regardless of the form in which kept.
6. To provide a financial and compliance audit to the agency as specified in this agreement and in ATTACHMENT VI and to ensure that all related party transactions are disclosed to the auditor.
7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
8. The provider must implement the necessary policies and procedures, to promote the security of information, including protection from loss, damage, defacement or unauthorized access.

M. Nondiscrimination-Civil Rights Compliance

1. The provider will execute assurances in ATTACHMENT X that it will not discriminate against any person in the provision of services or benefits under this agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The agreement further assures that all providers, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
2. The provider will retain, on file, during the term of this agreement a timely, complete and accurate

Civil Rights Compliance Checklist in ATTACHMENT XI. The provider will submit to the agency a copy at the time the agreement is executed.

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 notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
4. If this agreement contains federal funds, 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 and activities 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, 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.

N. Provision of Services

The provider will provide services in the manner described in ATTACHMENT I.

O. Monitoring by the Agency

The provider will permit persons duly authorized by the agency to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this agreement, and to interview any clients, employees and subcontractor employees of the provider to assure the agency of the satisfactory performance of the terms and conditions of this agreement. Following such review, the agency will deliver to the provider a written report of its findings and request for development, by the provider, of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. 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 this agreement. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action will also result in the agency taking any of the actions identified in Section YY.

P. 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.

Q. Indemnification

1. The provider shall indemnify, save, defend, and hold harmless the agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the agency for claims, demands, actions or causes of action arising solely out of the agency's negligence.

R. Insurance and Bonding

1. To provide continuous adequate liability insurance coverage during the existence of this agreement and any renewal(s) and extension(s) of it. By execution of this agreement, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this agreement. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this agreement. The

provider shall ensure that the agency has the most current written verification of insurance coverage throughout the term of this agreement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The agency reserves the right to require additional insurance as specified in this agreement. The provider must submit their most recent certificate of insurance at the time the agreement is executed.

2. Throughout the term of this agreement, the provider agrees to maintain 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.
3. Where the provider employs staff credentialed in professions outside their job description, the provider Must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions Which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.

S. Confidentiality of Information

The provider shall not use or disclose any information concerning a recipient of services under this agreement for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

T. Health Insurance Portability and Accountability Act

Where applicable, the provider will comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated there under (45 CFR 160, 162, and 164).

U. Incident Reporting

The provider shall notify the agency immediately, but no later than forty-eight (48) hours from, the provider's awareness or discovery of conditions that may materially affect the provider or subcontractor's ability to perform the services required to be performed under this agreement. Examples of reportable conditions may include, but are not limited to: Proposed client terminations, service quality or service delivery problems, agreement non-compliance, provider or subcontractor financial concerns and/or difficulties and change in management.

Abuse, Neglect and Exploitation: The provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

V. Sponsorship and Publicity

1. As required by s. 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this AGREEMENT, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." shall appear in at least the same size letters or type as the name of the organization.
2. The provider shall not use the words "The State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the agency prior to use.

3. The provider's website must include an active link to the Agency's Aging Resource Center (ARC) website, <http://www.myanswersonaging.org>.

W. Assignments

1. The provider shall not assign the rights and responsibilities under this agreement without the prior written approval of the agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the agency will constitute a material breach of the agreement.
2. The agency shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this agreement to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the agency approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the agreement.
3. This agreement shall remain binding upon the successors in interest of either the provider or the agency.

X. Subcontracts

1. The provider is responsible for all work performed and for all commodities produced pursuant to this agreement, whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the agency deems necessary. The provider further agrees that the agency shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the agency against any such claims.
2. The provider shall promptly pay any subcontractors upon receipt of payment from the agency or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the provider and subcontractor, will result in a penalty as provided by statute.
3. Subcontracts shall include but not limited to the following attachments: Civil Rights Certification, Lobbying Certification, Debarment Certification and Assurance of Compliance. The agency will monitor subcontractor agreements during the provider's yearly monitoring.

Y. Independent Capacity of Provider

It is the intent and understanding of the parties that the provider, or any of its subcontractors, are independent contractors and 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. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider shall be the sole responsibility of the provider.

Z. Volunteers

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

AA. 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 REFER database managed by agency's Aging Resource Center (ARC). Compliance with this requirement will be monitored.

- BB. Partnership for Aging**
Palm Beach County providers will actively participate as members of the Palm Beach County Partnership for Aging, Inc.
- CC. Payment**
Payments will be made to the provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the provider. The agency's Grant Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the provider has met all terms and conditions of the agreement, unless the bid specifications, purchase order, or this agreement specify otherwise. The approved invoice will be submitted to the agency's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. 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. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.
- DD. 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 performance 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 expenditure 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 applicable state and federal laws, rules, or provisions of this agreement.
- EE. Return of Funds**
The provider will return to the agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the agency. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the agency. In the event that the agency first discovers an overpayment has been made, the Grant Manager, on behalf of the agency, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after agency notification or provider discovery.
- FF. Data Integrity and Safeguarding Information**
The provider shall insure an appropriate level of data security for the information the provider is collecting or using in the performance of this agreement. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The provider shall insure all subcontractors maintain written procedures for computer system back up and recovery. The provider shall complete and sign ATTACHMENT VIII prior to the execution of this agreement.
- GG. Conflict of Interest**
The provider will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the provider or subcontractor shall participate in selection, or in the award of an 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) 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 subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential contractors, or parties to 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) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar 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.

HH. Emergency Preparedness and Continuity of Operations

1. The provider shall within thirty (30) calendar days of the execution of this agreement, submit to the Quality Improvement Manager verification of an emergency preparedness plan which includes a continuity of Operations plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the by May 1 of each year. In the event of an emergency, the provider shall notify the agency of emergency provisions.

2. In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs 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, Department of Elder Affairs 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 Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs 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. Relief measures outlined in the Department of Elder Affairs guidelines for providers include the following:
 - a. Pre- and Post-event call down of at-risk clients;
 - b. Evaluate the ability of the provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
 - c. Delivery of services to all elderly in need after the storm, if necessary and possible;
 - d. Dispatch designated Emergency Service directors from the provider to shelters within and outside the disaster area to help elderly evacuees;
 - e. Distribution of meals before or after the event, if possible; and
 - f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field Assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

The above measures are required minimums in provider disaster plans. Any other measures above and beyond should also be taken as necessary. The Area Agency on Aging is to assist as necessary with the providers' implementation of emergency measures.

3. In the event a situation results in a cessation of services by a subcontractor, the provider will retain responsibility for performance under this agreement and must follow procedures to ensure continuity of operations without interruption. 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.

4. In order to receive reimbursement from the appropriate federal or state resources later, the provider shall keep

following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs.

II. Use of Funds for Lobbying

Use of funds for lobbying is 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 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 Quality Improvement Manager, and all disclosure forms as required by the Certification Regarding Lobbying form (ATTACHMENT VI) must be completed and returned to the agency with the signed agreement.

JJ. Public Entity Crime

Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the agency. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a provider, supplier, subcontractor, or consultant under a agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

KK. Purchasing

To procure any recycled products or materials, which are the subject of or are required to carry out this agreement, in accordance with the provisions of s. 403.7065 and 287.045, F.S.

LL. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this agreement, the provider shall refer the discovery, invention or material to the agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S.

MM. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

NN. Dispute Resolution

Any dispute concerning performance of the agreement shall be decided by the agency's President/CEO, who shall reduce the decision to writing and serve a copy to the provider.

OO. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

PP. Venue

If any dispute arises out of this agreement, the venue of such legal recourse will be Palm Beach County, Florida.

QQ. Entire Agreement

This agreement contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the agency or the provider unless expressly contained herein or by a written amendment to this agreement signed by both parties.

- RR. Force Majeure**
Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
- SS. Severability Clause**
The parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable; the other provisions are severable to that void provision and shall remain in full force and effect.
- TT. Condition Precedent to Agreement: Appropriations**
The parties agree that the agency's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.
- UU. Addition/Deletion**
The parties agree that the agency reserves the right to add or to delete any of the services required under this agreement when deemed to be in the State's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.
- VV. Waiver**
The delay or failure by the agency to exercise or enforce any of its rights under this agreement shall not constitute or be deemed a waiver of the agency's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- WW. Final Invoice**
The provider shall submit the final invoice for payment to the agency on August 10, 2010. If the provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the agency.
- XX. Renegotiations or Modifications**
Modifications of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the agency's operating budget.
- YY. Termination**
1. This agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Chief Executive Officer or the representative of the provider responsible for administration of the agreement.
 2. In the event funds for payment pursuant to 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 U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the provider responsible for administration of the agreement. The agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this agreement, the provider will be compensated for any work satisfactorily completed prior to the date of termination.
 3. This agreement may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the

provider. If applicable, the agency may employ the default provisions in Rule 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 and conditions of this agreement. The provisions herein do not limit the agency's or the provider's rights to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the agency in a manner satisfactory to the agency will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have (1) previously failed to satisfactorily perform in a contract with the agency, been notified by the agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the agency; or (2) had a contract terminated by the agency for cause.

ZZ. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The provider name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the payment shall be made is:	Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Faith Martin, Director of Senior Services Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
c.	The name, address, and telephone number of the representative of the provider responsible for administration of the program under this agreement is:	Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
d.	The section and location within the agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Department 4400 N. Congress Avenue West Palm Beach, FL 33401
e.	The name, address, and telephone number of the Program Manager for the agency for this agreement is:	Michelle Bissett, Quality Improvement Manager Area Agency on Aging PB/TC 4400 N. Congress Avenue West Palm Beach, FL 33401 (561) 684-5885
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this agreement.		

AAA. All Terms and Conditions Included

This agreement and its Attachments, I – XIII, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.

By signing this agreement, the parties agree that they have read and agree to the entire agreement.

IN WITNESS THEREOF, the parties hereto have caused this 43-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 and Comptroller

DATE: _____

BY: _____


DATE: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions


Department Director

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**DEPARTMENT OF ELDER AFFAIRS
COMMUNITY CARE FOR THE ELDERLY
STATEMENT OF WORK**

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. AGREEMENT ACRONYMS

Activities of Daily Living (ADL)
Adult Protective Services (APS)
Aging Resource Center (ARC)
Assessed Priority Consumer List (APCL)
Community Care for the Disabled Adult (CCDA)
Community Care for the Elderly (CCE)
Client Information and Registration Tracking System (CIRTS)
Department of Children and Families (DCF)
Home Care for Disabled Adults (HCDA)
Home Care for the Elderly (HCE)
Institutional Care Program (ICP)
Instrumental Activities of Daily Living (IADLS)
Web-based Database System (WebDB)

2. PROGRAM SPECIFIC TERMS

Aging Out Clients: Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Services Community Care for Disabled Adults or Home Care for Disabled Adults services to the Department of Elder Affairs' community-based services.

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and department instructions.

Area Plan Update: A revision to the area plan wherein the area agency on aging enters H specific data in the web-based database system (WebDB). An update may also include other revisions to the area plan as instructed by the department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DoEA Form 701B is used by case managers to conduct the functional assessment.

B. GENERAL DESCRIPTION

1. General Statement

The Home Care for the Elderly Program supports family style living arrangements, on a non-profit basis, as an alternative to nursing homes or other institutional care. Through the program, a caregiver for three or fewer elders living in a private home provides basic services of maintenance and supervision as well as coordinating other necessary specialized services.

2. Authority

The relevant references authority governing the CCE program are:

- (1) Rule 58C-1, Florida Administrative Code
- (2) Sections 430.201 through 430.207, F.S.

3. Scope of Service

The provider is responsible for the programmatic, fiscal, and operational management of HCE. The services shall be provided in a manner consistent with and described in the current provider's Service Provider Application and the current Department of Elder Affairs Program and Services Handbook.

4. Major Program Goals

The major goals of the HCE program are to ensure that:

- (1) Basic Subsidy is provided to the caregiver of each client and;
- (2) Special subsidy is provided when essential to the well-being of the client.

C. INDIVIDUALS TO BE SERVED

1. General Description

The Home Care for the Elderly program serves elders age 60 and older at risk of placement in a nursing home or other institutional settings who can remain in a family style setting through the provision of subsidies.

2. Caregiver Requirements

- (1) Be at least 18 years of age, capable of providing a family-type living environment and willing to accept responsibility for the social, physical and emotional needs of the care recipient;
- (2) Be a relative or a friend who has been accepted by the client as a surrogate family or is a responsible adult with whom the client has made an arrangement to provide home care services;
- (3) Be willing to accept responsibility for the social, physical and emotional needs of the care recipient
- (4) Be physically present to provide supervision and to assist in arrangement of services for the client;
- (5) Maintain the residential dwelling free of conditions that pose a an immediate threat to the life, safety, health and well-being of the home care client; and
- (6) Be without record of conviction of abuse, neglect or exploitation of another person.

3. Targeted Groups

Priority for services provided under this agreement shall be given to those eligible persons assessed to be at risk of placement in an institution.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of the HCEE program, the agency provider shall ensure the following tasks are being performed:

- (1) Client Eligibility as listed in ATTACHMENT I, Section II.A.4;
- (2) 701B Assessment of eligible clients;

(3) Delivery of Services to Eligible Clients;

In addition, the provider shall monitor the performance of its sub-contractors.

1. Assessment and Prioritization of Eligible Clients

The activity of assessing and prioritizing new consumers for delivery service is conducted by the Aging Resource Center (ARC). The comprehensive assessment (701B) is completed by the provider. The following describes the criteria guiding this process.

1.2 Priority Criteria for Service Delivery

- (1) Individuals in nursing homes under Medicaid who could be transferred to the community;
- (2) Individuals in nursing homes whose Medicare Coverage is exhausted and may be diverted to the community;
- (3) Individuals in nursing homes that are closing and can be discharged to the community; or possible; there is no capable caregiver, and institutional placement will occur within 72 hours;
- (4) For the purpose of transitioning individuals receiving Community Care for Disabled Adults (CCDA) and Home Care for Disabled Adults (HCDA) services through the Department of Children and Families (DCF) Adult Services to community-based services provided through the Department of Elder Affairs, when services are not currently available, agency staff and provider case managers shall ensure that "Aging Out" individuals are prioritized for services only after Adult Protective Services (APS) High Risk and Imminent Risk individuals.

1.3 Priority Criteria for Service Delivery for Other Assessed Individuals

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment shall be determined through the Department of Elder Affairs' consumer assessment form, (701B) administered to each applicant. The most frail individuals not prioritized above will receive services to the extent funding is available.

1.4 Delivery of Services to Eligible Clients Core Services

Clients eligible to receive services under this agreement must:

- (1) Be 60 years of age or older;
- (2) Have income less than the Institutional Care Program (ICP) standard;
- (3) Meet the ICP asset limitation;
- (4) Have an approved adult caregiver living with them who is willing and able to provide care or assist in arranging for care; and
- (5) Not be enrolled in the Aged and Disabled Adult Medicaid waiver or a Medicaid capitated long-term care program.

2. Basic Subsidy

The basic subsidy is a cash payment made to an approved caregiver each month to reimburse some expenses incurred in caring for the client. A basic subsidy is provided for support and maintenance of the care recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A basic subsidy shall be paid to the approved caregiver when the client is in the home for any part of the month. If the client is hospitalized or in any other temporary institution for 30 days or less, the full basic subsidy payments shall be provided to the caregiver as if the client were in the home.

2.1 Calculating the Basic Subsidy

The basic subsidy payment shall be based on the financial status of the client receiving care. In the event that both a husband and wife are clients, their combined financial status shall be used to determine the amount of the basic subsidy.

3. Special Subsidy Services

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

(1) Adult Day Care;	(12) Material Aid;
(2) Adult Day Health Care;	(13) Occupational Therapy;
(3) Caregiver Training/Support;	(14) Other;
(4) Chore;	(15) Outreach;
(5) Chore (Enhanced);	(16) Personal Care;
(6) Counseling (Gerontological);	(17) Physical Therapy;
(7) Counseling (Mental Health/Screening);	(18) Respite (Facility Base or In-Home);
(8) Home Delivered Meals;	(19) Skilled Nursing Services;
(9) Home Health Aide Service;	(20) Specialized Medical Equipment, Services and Supplies;
(10) Homemaker;	(21) Speech Therapy; and
(11) Housing Improvement;	(22) Transportation.

4. Access to and Coordination of Services

Through intake, case management and case aide services, the HCE client's needs are documented and need services are planned, arranged and coordinated for the client.

5. Monitoring the Performance of Subcontractors and Vendors

The provider shall perform fiscal, administrative and programmatic monitoring of each subcontractor and vendors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The provider shall conduct at least one monitoring per year of each subcontractor and vendors.

B. SERVICE LOCATION AND EQUIPMENT

1. Service Times

The provider shall ensure the provision of the services listed in the agreement during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2. Changes in Service Delivery Location or Service Times

The provider shall provide the agency's Quality Improvement Manager with 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the agency's Quality Improvement Manager.

3. Equipment

3.1 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 the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds]; or (b) nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 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 \$250.00 or more [for state funds].

3.2. Providers and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (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.

3.3. 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:

- (1) A description of the equipment;
- (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
- (3) Source of the equipment, including the award number;
- (4) Whether title vests in the provider or the Federal Government;
- (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
- (6) 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);
- (7) Location and condition of the equipment and the date the information was reported;
- (8) Unit acquisition cost; and
- (9) 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.

3.4 Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the 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 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these

a threshold is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (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.

- 3.5 The provider shall not dispose of any equipment or materials provided by the agency, or purchased with funds provided through this contract without first obtaining the approval of the agency's Program Manager. When disposing of property or equipment the provider must submit a written request for disposition instructions to the respective Program Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the provider's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 3.6 The agency's Quality Improvement Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 3.7 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 fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.
- 3.8 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.
- 3.9 The provider must adhere to the Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the agency upon request. The provider has the responsibility to require any subcontractors to comply with the agency's ITR procedures.

C. DELIVERABLES

1. Service Unit

The chart below lists the services that can be performed and the unit of measurement:

Service		Unit of Service
Adult Day Care Adult Day Health Care Caregiver Training/Support Case Aide Case Management Chore Chore (Enhanced) Counseling (Gerontological) Counseling (Mental Health/Screening) Home Health Aide Service Homemaker	Housing Improvement Intake Occupational Therapy Other Outreach Personal Care Physical Therapy Respite (Facility Based or In-Home) Skilled Nursing Services Speech Therapy	Hour
Home Delivered Meals		Meal
Material Aid Other Specialized Medical Equipment, Services and Supplies		Episode
Transportation		One-Way Trip

2. Reports

The provider is responsible for responding in a timely fashion to routine and/or special requests for information and reports required by the agency. The provider must establish due dates for any subcontractors that permit the provider to meet the agency's reporting requirements. Reports and information that the provider shall provide to the agency includes, but is not limited to:

2.1 Service Cost Reports

The provider shall submit to the agency semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

2.2 Vendor Minority Report

The provider shall submit to the agency a vendor minority report, the first day after the quarter has ended; no later than October 1, January 1, April 1 and July 1.

2.3 Surplus/Deficit Report

The provider will submit a consolidated surplus/deficit report in a format provided by the agency to the agency's Quality Improvement Manager by the 15th of each month. This report is for all agreements and/or contracts between the provider and the agency. The report shall include the following:

- (1) The provider's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the department will be resolved;

- (2) Recommendations to transfer funds to resolve surplus/deficit spending;
- (3) Input from the provider's Board of Directors on resolution of spending issues, if applicable;
- (4) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and
- (5) Number of clients currently on the APCL designated as Imminent Risk.

2.4 Records and Documentation

The provider will ensure the collection and maintenance of client and service information on a monthly basis for the CIRTS or any such system designated by the agency. Maintenance includes valid exports and backups of all data and systems according to agency standards.

- 2.5 The provider must ensure all data for HCE subsidies are entered into the Client Information and Registration Tracking System (CIRTS) by the 15th of each month. HCE subsidy data entered into CIRTS by the 15th of the month will be for payments incurred between the 16th of the previous month and the 15th of the current month. Case management data entered into CIRTS by the 15th of the month will be for units of service provided during the previous month from the 16th and up to and including the 15th of the current month.
- 2.6 The provider, 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 backup resource 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 agreements and/or contracts with subcontractors. These policies and procedures shall be made available to the agency upon request.
- 2.7 The provider will ensure data entry for HCE subsidies will cease on the 15th of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is generated.
- 2.8 The provider will ensure the Monthly Utilization Report, by consumer and by worker identification is verified corrected, certified no later than the 20th of the month in which the report is generated.

D. PROGRAM EVALUATION AND PERFORMANCE SPECIFICATIONS

- 1. **Outcomes and Outputs**
 - (1) The provider shall timely submit to the agency all reports and all information as required by the agreement.
 - (2) The provider shall ensure services in this agreement are in accordance with the current Department of Elder Affairs Programs and Services Handbook.
- 2. The performance of the provider in providing services described in this agreement shall be measured by the current area plan and contained in the Request For Proposal strategies for the following criteria:
 - (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
 - (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable group clients;
 - (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
 - (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status

- improved;
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved.
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved.
- (7) Percent of family and family-assisted caregivers who self-report they are likely to provide care;
- (8) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

3. Monitoring and Evaluation Methodology

The agency will review and evaluate the performance of the provider under the terms of this agreement. Monitoring shall be conducted through direct contact with the provider through telephone, in writing, or an on-site visit. The agency's determination of acceptable performance shall be conclusive. The provider agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables.

E PROVIDER'S FINANCIAL OBLIGATION

- 1. Special Subsidy payments for each client and for the program overall must be maintained within the amount of program funding available.
- 2. **Use of Service Dollars/Assessed Priority Consumer List Management**
The provider is expected to spend all federal, state and other funds provided by the agency, for the purpose specified in each agreement. 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, for each program managed by the provider. If the agency determines that the provider is not spending service dollars accordingly, the agency may transfer funds to other providers during the year and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

F. AGENCY RESPONSIBILITIES

- 1. **Program Guidance and Technical Assistance**
The agency will provide to the provider guidance and technical assistance as needed to ensure the successful fulfillment of the agreement by the provider.
- 2. **Agreement Monitoring**
The agency shall, at its own discretion, conduct monitoring concerning any aspect of the provider's performance of this agreement.

SECTION III: METHOD OF PAYMENT

A. STATEMENT OF METHOD OF PAYMENT

This is a fixed rate for services agreement. The agency agrees to pay for contracted services according to the terms and conditions of this agreement in an amount not to exceed \$137,826.00, subject to the availability of funds.

B. REQUESTS FOR PAYMENT

The provider shall submit to the agency on agency approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on agency forms.

1. The due date for the request for reimbursement and report(s) shall be no later than the 20th day of the following the month being reported.
2. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement.
3. Any payment due by the agency under the terms of this agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.
4. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VII**. Any changes in the amounts of federal or general revenue funds identified on the **ATTACHMENT VII** require a agreement amendment.
5. **Date for Final Request for Payment**
The final request for payment will be due to the agency no later than August 10, 2010.
6. **Documentation for Payment**
The provider shall maintain documentation to support payment requests that shall be available to the agency or authorized individuals, such as Department of Financial Services, upon request.
7. The provider will enter all required data per the Department of Elder Affairs' CIRTS Policy Guidelines for clients and services in the CIRTS database. Data will be entered into CIRTS before the agency submits their request for payment and expenditure reports to the Department of Elder Affairs.
8. The agency will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report will verify client information provided by the provider and will be reviewed by the provider before the provider's request can be approved by the agency.

ATTACHMENT II

BUDGET SUMMARY

1. HCE Subsidies	\$129,535.00
2. HCE Case Management	\$8,291.00
3. Total	\$137,826.00

SERVICE	2008 AVERAGE UNIT RATE	2008 HIGH CONTRACTED UNIT RATE	2008 REIMBURSEMENT UNIT RATE	2009 REIMBURSEMENT UNIT RATE
BASIC SUBSIDY	\$106.00	\$106.00	\$106.00	\$106.00
CASE AIDE	\$26.72	\$36.56	\$36.56	\$36.56
CASE MANAGEMENT	\$40.72	\$60.27	\$51.30	\$51.30
RESPIRE	\$21.00	\$18.90	\$0.00	\$0.00
SUPPLIES/SERVICES	\$100.00	\$100.00	\$0.00	\$0.00
SUPPLIES/SERVICES MEDICAL-VENDOR PAYMENT	\$100.00	\$100.00	\$0.00	\$0.00

AGREEMENT REPORT SCHEDULE

Report	Based On	Submit to the Agency on this Date
1	July Advance*	June 20
2	August Advance*	June 20
3	July Expenditure Report / Surplus Deficit Report	August 20
4	August Expenditure Report / Surplus Deficit Report	September 20
5	Minority Vendor Report # 1	October 1
6	September Expenditure Report / Surplus Deficit Report	October 20
7	October Expenditure Report / Surplus Deficit Report	November 20
8	November Expenditure Report / Surplus Deficit Report	December 20
9	Minority Vendor Report # 2	January 1
10	December Expenditure Report / Surplus Deficit Report	January 20
11	January Expenditure Report / Surplus Deficit Report	February 20
12	February Expenditure Report / Surplus Deficit Report	March 20
13	Minority Vendor Report # 3	April 1
14	March Expenditure Report / Surplus Deficit Report	April 20
15	April Expenditure Report / Surplus Deficit Report	May 20
16	May Expenditure Report / Surplus Deficit Report	June 20
17	Minority Vendor Report # 4	July 1
18	June Expenditure Report / Surplus Deficit Report	July 20
19	Final Expenditure and Closeout Report	August 10

Note # 1: Report numbers 6 and 7 shall reflect an adjustment of one half of the total advance amount, on each of the two reports respectively, repaying advances for the first two months of the agreement.

Note #2: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the agency, payment is to accompany the report.

EXPENDITURE REPORT

HCE 2009/2010
SUBSIDY

July 09 Invoice

Prepared by: _____

Date: _____

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
9100	BASIC							
9100	SPECIAL							
TOTAL	SUBSIDY							
9100	ADVANCE							

**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-contractors 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Date

John F. Koons

Name of Authorized Individual

Application or Agreement Number

Palm Beach County Board of County Commissioners Division of Senior Services
810 Datura Street, Ste. 300, WPB, FL 32901

Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the agency to the provider may be subject to audits and/or monitoring by the agency, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the agency. In the event the agency determines that a limited scope audit of the contractor is appropriate, the provider agrees to comply with any additional instructions provided by the agency to the contractor regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the contractor expends \$500,000.00 or more in Federal awards during its fiscal year, the contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the agency by this agreement. In determining the Federal awards expended in its fiscal year, the contractor shall consider all sources of Federal awards, including Federal resources received from 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 contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the contractor expends less than \$500,000.00 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 contractor expends less than \$500,000.00 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 resources (i.e., the cost of such audit must be paid from contractor resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 8 months after the end of the contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the contractor expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such contractor (for fiscal years ending September 30, 2004 or thereafter), the contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the agency by this agreement. In determining the state financial assistance expended in its fiscal year, the contractor shall consider all sources of state financial assistance, including state financial assistance received from the agency, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the contractor expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the contractor expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the agency shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 8 months after the contractor's fiscal year end. Notwithstanding the applicability of this portion, the agency retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the contractor directly to each of the following:

The agency at the following address:

**Area Agency on Aging of Palm Beach/Treasure Coast
Attn: Joyce Norris
4400 N. Congress Avenue
West Palm Beach, FL 33407**

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

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

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

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the agency at following address:

**Area Agency on Aging of Palm Beach/Treasure Coast
Attn: Joyce Norris
4400 N. Congress Avenue
West Palm Beach, FL 33407**

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the contractor directly to each of the following:

The agency at the following address:

**Area Agency on Aging of Palm Beach/Treasure Coast
Attn: Joyce Norris
4400 N. Congress Avenue
West Palm Beach, FL 33407**

The Auditor General's Office at the following address:

**State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450**

Any reports, management letter, or other information required to be submitted to the agency pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the agency for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the agency or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the agency, or its designee,

CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the agency.

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

- Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
- Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements) Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 691-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

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

- (1) The contractor and any sub-contractors 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 contractor, sub-contractor(s), or any outside entity on which the contractor 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, contractor(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 contractor (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 contractor 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 contractor and any sub-contractor(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 contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors 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 2 CFR Part 215 (formerly OMB Circular A-110).

Palm Beach County Board of County Commissioners Division of Senior Services
810 Datura Street, Ste. 300, WPB, FL 33401

Name and Address of Contractor

Chairman

Signature

Title

Date

John F. Koons

Name of Authorized Signer

(Revised June 2008)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature
Chairman

Date
Palm Beach County Board of County Commissioners
~~Division of Senior Services~~
Agency/Organization

Title
(Certification signature should be same as Contract signature.)

Instructions for Certification

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the agency may pursue available remedies, including suspension and/or debarment.
- 3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the agency may pursue available remedies, including suspension, and/or debarment.
- 7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

ATTACHMENT X

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman	
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners Division of Senior Services		DATE SUBMITTED

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

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

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

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	%Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	

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

- | | |
|--|--|
| <p>6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>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 NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>11. For in-patient services, are room assignments made without regard to race, color, national origin or handicap? If NA or NO, explain.</p> <hr/> <hr/> | <p>NA YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> |
| <p>12. Is the program/facility accessible to non-English speaking clients?</p> | <p>NA YES NO</p> |

- If NA or NO, explain.
-
13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal _____ Written _____ Poster _____ NA YES NO
- If NA or NO, explain.
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER

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

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

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

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

DOEA USE ONLY	
Reviewed By _____	In Compliance: Yes <input type="checkbox"/> NO* <input type="checkbox"/>
Program Office _____	*Notice of Corrective Action Sent ____/____/____
Date _____ Telephone _____	Response Due ____/____/____
On-Site <input type="checkbox"/> Desk Review <input type="checkbox"/>	Response Received ____/____/____

Oath of Not for Profit Status

Contract or Agreement Number: _____

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

Palm Beach County Board of County Commissioners
Division of Senior Services

Name of Provider entity

Signature of Authorized Representative

John F. Koons, Chairman

Printed name and Title of Authorized Representative

Date of Oath

(Revised February 2004)

Department of Elder Affairs Programs & Services Handbook, provided on CD.
Also, available at the Department's Intranet site under, "Publications".

Attestation Statement

Agreement/Contract Number IH009-9500

Amendment Number N/A

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

content of the above referenced agreement/contract or amendment between the Area Agency on Aging and
_____. The only exception to this statement would be for changes in page
formatting, due to the differences
in electronic data processing media, which has no affect on the agreement/contract content.

Signature of Provider representative

Date

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Home Care for the Elderly Program (HCE) funds for the 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 HCE services to HCE eligible clients beginning July 1, 2009; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 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 July 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

SIMPLIFIED UNIT COST METHODOLOGY
 LINE ITEM BUDGET PROJECTIONS
 BUDGET YEAR: 7/1/09-6/30/10
 BIDDER NAME: Palm Beach County Division of Senior Services

ORIGINAL DATE: 7/1/09
 REVISED DATE:
 REVISION NUMBER:

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

* (Indicate all DOE A funding sources applicable to your agency)

Funding Source Mark which one applies:
 ADI
 CCE
 HCE X

Form Revised July 18, 2003.

(Service Reference) (6) (6)

DESCRIPTION	TOTAL SERVICES	Case Management	Subsidy
1. Total Budgeted Cash Costs	143,011	13,476	129,535
1. (a) Add Inkind Cost			
1. (b) Total Budgeted Costs	143,011	13,476	129,535
2. Total Budgeted Units	162	162	
2.(a) Total Cost Per Unit of Service	N/A	83.38	
3. Less USDA	0		
4. Less Cash Match	0		
5. Less Inkind Match			
6. Less Program Income Used as Match			
Sub-Total Match:	0		
7. Program Income	0	-	
8. Less Other Non-Matching Cash & Co-payments	5,185	5,185	
9. Adjusted Budgeted Costs	137,826	8,291	129,535
10. Adjusted Cost Per Unit of Service	N/A	51.30	
12. Estimated Number of UNDUPLICATED Clients	N/A	40	55