

## AGENDA ITEM SUMMARY

**Meeting Date: June 8, 2010**

**(X) Consent**

☐ Regular

( ) Ordinance

☐ Public Hearing

**Submitted By:** Community Services

**Submitted For:     Division of Senior Services**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Standard Agreement No. IP010-9500 for the Emergency Home Energy Assistance (EHEAP) Program with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period April 1, 2010, through July 1, 2011, in the amount of \$132,865.

**Summary:** This Agreement will allow the Division of Senior Services (DOSS), as AAA Lead Agency, to serve 204 eligible low-income households who meet 150% of the federal poverty guidelines, have at least one (1) person age 60 years or older and are experiencing a home energy emergency. Benefits include emergency assistance to prevent disconnection of utility services. EHEAP services which are funded with \$132,865 in Federal funds provided through the AAA Agreement and additional County funds in the amount of \$44,484 are needed to cover staff salaries and administrative costs not covered by the grant. Sufficient funding is available in the FY 2010 budget to meet County obligations. In the area south of Hypoluxo Road, AAA Lead Agency Volen Center provides EHEAP services under a similar agreement from the AAA. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** EHEAP is a home energy assistance program funded by the U.S. Department of Health and Human Services by way of the AAA. The program operates in accordance with the guidelines of the Low Income Home Energy Assistance Program (LIHEAP) State Plan. The EHEAP program is administered by the DOSS staff, specifically to the elderly population. Eligible households may be provided with one (1) benefit per season up to \$600 per benefit, not-to-exceed two (2) benefits per agreement year.

**Attachments:**

1. EHEAP Standard Agreement No. IP010-9500

**Recommended By:**

**Department Director**

5/24/10  
Date

**Approved By:**

## Assistant County Administrator

Date \_\_\_\_\_

## II. FISCAL ANALYSIS IMPACT

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

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	<u>88,675</u>	<u>88,674</u>			
External Revenue	<u>(66,433)</u>	<u>(66,432)</u>			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>22,242</u>	<u>22,242</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No     
 Budget Account No.: Fund 1006 Dept. 144 Unit. 1483 Obj. Var.  
 Program Code Var.

No additional funding is required for FY 2010. Additional funding is available in the FY 2011 budget.

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

Funding sources are the Federal and Palm Beach County.

<u>Funds</u>	<u>10-11</u>
Federal	\$132,865
Program Income	0
Match (10%)	0
Addnl. County Funds	<u>44,484</u>
<b>Totals</b>	<b>\$177,349</b>

Departmental Fiscal Review: Taruna Malhotra  
5/27/10

## III. REVIEW COMMENTS

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

[Signature] 5/28/10  
5/27/10 OFMB JB 5/27/10 5/27/10

[Signature] 6/12/10  
 Contract Administration  
E. Jones 6/11/10

### B. Legal Sufficiency:

[Signature] 6/3/10  
 Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

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

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

**EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)**

**STANDARD AGREEMENT**

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

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

**The parties agree:**

**I. AGREEMENT TERMS:**

**A. Agreement Amount:**

The Agency will pay the Provider for services according to the conditions of this agreement in an amount not to exceed **\$132,865.00**, subject to the availability of funds.

**B. Effective Date**

1. This agreement shall begin on April 1, 2010 or on the date the contract has been signed by both parties, whichever is later.
2. This agreement shall end on July 1, 2011.
3. The service dates for this agreement are from April 1, 2010 to March 31, 2011.
4. Funding for the current year 2010/2011 cannot be utilized until funding from 2009/2010 is fully expended.
5. This agreement may be extended by the Agency upon written notification, for up to ninety (90) days, and shall include, if applicable, any additional provisions mandated by the Florida Department of Elder Affairs (DOEA).

**C. Obligation to Pay**

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

**D. Source of Funds**

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

Program Title:	Year	Funding Source	CFDA	Amount
Emergency Home Energy Assistance (EHEAP)	2010-2011	U.S. Health and Human Services	93.568	\$132,865.00
<b>TOTAL FUNDS CONTAINED IN THIS AGREEMENT:</b>				<b>\$132,865.00</b>

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

**F. Notice, Contact, and Payee Information**

1. The name, address, and telephone number of the Quality Improvement Manager for the Agency for this agreement is:

Michelle Bissett, Quality Improvement Manager  
4400 N. Congress Avenue  
West Palm Beach, FL 33407  
(561) 684-5885

2. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this agreement is:

Faith Manfra, Director of Senior Services  
Palm Beach County Division of Senior Services  
800 Datura Street, Suite 300  
West Palm Beach, FL 33401  
(561) 355-4753

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

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

Palm Beach County Division of Senior Services  
800 Datura Street, Suite 300  
West Palm Beach, FL 33401  
(561) 355-4753

## II. STATEMENT OF WORK:

### A. Services to be Provided

#### 1. Mission Statements

##### a. Department of Elder Affairs (DOEA) Mission

The department's mission is to foster an optimal quality of life for Floridians age 60 and older that assist them in living independently in their homes and communities. The department's vision and shared values are to foster and nurture a social, economic and intellectual environment where persons of all ages, especially those 60 and older can enjoy living in Florida. Area agencies, lead agencies and local services providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

##### b. Agency Mission

To advocate, plan and promote the independence, dignity, and health and well-being of seniors and their caregivers in a manner that embraces diversity and reflects the communities we serve.

##### c. EHEAP Program Mission

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the department by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

##### d. General Statement

EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency. Eligible households may receive one benefit for a maximum of \$600.00 in the cooling season and one benefit for a maximum of \$600.00 in the heating season. These funds are intended to make payments to utility companies and/or fuel suppliers, make repairs to heating or

cooling equipment, or resolve other heating and cooling emergencies.

## **2. Authority**

The relevant federal and state authority governing EHEAP are:

- i. Low-Income Home Energy Assistance Act of 1981;
- ii. 42 USC 8621 et seq,;
- iii. Title XXVI of Public Law 97-35, as amended;
- iv. 45 CFR part 96;
- v. Section 409.508, F.S.;
- vi. Chapter 9B-65, F.A.C;
- vii. Chapter 91-115, Laws of Florida; and
- viii. Low Income Home Energy Assistance Program State Plan.

## **3. Scope of Service**

The Provider is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may receive one benefit per heating or cooling season, not to exceed \$600.00 each. EHEAP applicants are eligible for one summer crisis benefit during the period from April 1 to September 30 and one winter crisis benefit between October 1 to March 31 each year. An applicant's eligibility for crisis benefits is not related to the agency's agreement periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits. When benefits are distributed for a weather-related/supply shortage emergency, the Provider agrees to comply with directives provided by the Agency as to the allowable expenditures of these funds.

## **4. Incorporation of Program Materials**

The Provider will comply with program requirements as outlined in the following documents, which are incorporated into this agreement by reference.

## **5. Major Program Goals**

The major program goals of EHEAP include:

- i. Consumer Outreach;
- ii. Coordination of Program Partners;
- iii. Benefit Eligibility Determination; and
- iv. Benefit Disbursement.

## **6. Individuals to be Served**

### **a. General Description**

EHEAP serves low-income households with at least one individual age 60 or older, experiencing a home energy heating

or cooling emergency. "Low-income" is defined as a household with income equal to or less than 150% of OMB federal poverty guidelines.

**b. Individual Eligibility**

To be eligible for services under this agreement, and to receive assistance, an applicant must:

- i. Reside in the EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred;
- ii. Complete and return an EHEAP application with all required information and verification to the Provider while funds remain available;
- iii. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs;
- iv. Possess a total household income of not more than 150% of the OMB federal poverty level for the size of the household;
- v. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the state;
- vi. Not be a student living in a dormitory;
- vii. Experience a verifiable home heating or cooling crisis;
  - (1) A home cooling crisis exists when one or more of the following conditions are present:
    - The household's home cooling energy source has been cut off;
    - The household has been notified that the energy source of cooling is going to be cut off;
    - The household has other problems with lack of cooling in the home.
  - (2) A home heating crisis exists when one or more of the following conditions are present:
    - The household's home heating energy source has been cut off;
    - The household has been notified that the energy source of heat is going to be cut off;

- The household is unable to get delivery of heating fuel, is out of heating fuel, or is in imminent danger of being out of heating fuel;
- The household has other problems such as lack of a usable heating source.

The Provider must determine if all or part of the utility costs are paid directly or indirectly by the government if the consumer lives in government subsidized housing. The Provider will proceed as follows:

- i. If total home heating or cooling costs are included in the rent and the consumer has no obligation to pay any portion of the costs, then the consumer is not eligible for assistance.
- ii. If there is an energy allowance or subsidy available to the consumer during the period covered by the utility bill, then the consumer is only eligible for partial assistance. The energy allowance or subsidy must be subtracted from the allowable EHEAP benefit calculated for the household.

Consumers receiving Food Stamps or who have applied and are currently eligible for the Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for EHEAP; however, the benefit level remains the same as that of other qualified applicants.

### **III. MANNER OF SERVICE PROVISION**

#### **1. SERVICE TASKS**

##### **a. Consumer Outreach**

To ensure that households wishing to benefit from the program have the opportunity, the Provider shall undertake various consumer outreach initiatives. These initiatives are designed to inform potentially eligible households in the service area about EHEAP. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- i. Informing all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors;
- ii. Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;



- iii. Making in-person visits to homebound persons and assisting them in completing their application when the assistance cannot be successfully provided via telephone.
- iv. Making visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.
- v. Forwarding information provided by the department concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).

**b. Coordination of Program Partners**

The Provider shall coordinate services with other program partners to prevent the duplication of services, facilitate referrals and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to:

- i. Responsibility for coordinating services with the DCA LIHEAP "Providers" in the respective services areas to prevent the duplication of benefits to consumers. Additionally, the Provider shall check LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- ii. Developing a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the service area. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals. The Provider, in coordination with the local WAP agency, shall develop a system by which EHEAP applicants who have received more than three EHEAP and LIHEAP benefits in the last 18 months and who are homeowners are referred to a WAP provider. The Provider will maintain copies of all MOUs in each subcontractor's contract file.
- iii. Establishing Memoranda of Understanding (MOU) with service area LIHEAP "Providers". The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Provider will maintain copies of all MOUs in each subcontractor's contract file. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs should be applicable

to the Provider's current EHEAP program requirements and guidelines.

- iv. Developing agreements with home energy vendors that benefit consumers. The Provider will maintain copies of all vendor agreements and subcontracts. All agreements between the Provider and home energy vendors must contain, at minimum the following conditions:

(1) No household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

(2) Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

(3) Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the consumer.

(4) Vendors shall be aware that, when the benefit amount to the consumer does not pay for the complete charges owed by a consumer, the consumer is responsible for the remaining amount owed.

(5) The Provider and home energy supplier are bound by all applicable state and federal laws and regulations.

(6) The Provider and home energy supplier shall hold the Agency harmless against all claims of whatever nature arising out of the contractor's performance of work under this agreement, to the extent allowed and required by law.

**c. Benefit Eligibility Determination**

The Provider shall begin taking applications for EHEAP services upon execution of this agreement, and continue taking applications until the agreement expires or funds are exhausted. The Provider will not accept applications when funds are exhausted for a particular time period. The Provider shall, meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

- i. Provide assistance to consumers in completing department provided applications for assistance and determining eligibility;
- ii. Treat homeowners and those who rent equitably under this agreement;
- iii. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- iv. Provide all consumers a written notice of approval within 15 working days of receiving the consumer's application that includes the type and amount of assistance to be paid on their behalf or a Notice of Denial, which includes appeal information.
- v. The Provider will develop written consumer appeal procedures. Any consumer denied EHEAP services must be provided a written notice of the denial, which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the consumer may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Provider. Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all consumers.
- vi. Assist all consumers in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.
- vii. Ensure that all eligible applicants meet the requirements of section II.A.6.b of this agreement.
- viii. Ensure no consumer fees are charged, nor donations accepted, from a consumer in order to receive EHEAP benefits. The Provider will ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head."

## **2. BENEFIT DISBURSEMENT**

- a. The Provider shall implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval. Other benefit disbursement responsibilities of the Provider include, but are not limited to:
  - i. Making vendor payments directly to fuel providers on behalf of eligible consumers, or only in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check.
  - ii. Determining the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the department.
  - iii. Encouraging households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments;
  - iv. Notifying each participating household of the amount of assistance paid on its behalf to home energy suppliers or the reason for no assistance being paid.
  - v. Making payments on behalf of those consumers with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.
  - vi. Refunding to the department, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.
  - vii. Developing adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to

other community agencies when funds budgeted for a particular time period are exhausted and consumers are subsequently denied.

- viii. Developing adequate procedures to address the use of EHEAP funds for clients who are on oxygen support or a "Lifeline Program" and must have power.
- ix. Developing a written procedure regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an applicant is eligible and what constitutes an emergency related to lack of heating or cooling.

### **3. SERVICE LOCATION AND EQUIPMENT**

#### **a. Service Delivery Location**

The Provider shall ensure that the services provided under this agreement are available to residents within the PSA by in-person service, telephone, and/or other electronic means.

#### **b. Service Times**

The Provider shall provide the services listed in this agreement at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

#### **c. Changes in Location**

The Provider must request and receive Agency approval before changing the permanent location of program administration for the PSA. The Provider shall also request and receive Agency approval before the Provider or and subcontractors change the location of any service delivery locations.

#### **d. Equipment**

- i. The Provider will ensure that all equipment and materials provided by the Agency, or purchased with EHEAP funds, are used solely to benefit EHEAP and safeguarded at all times. The Provider shall notify the Agency immediately of stolen or missing equipment provided by the Agency or purchased with EHEAP funds.
- ii. The Provider shall inventory any equipment and materials provided by the Agency or purchased with EHEAP funds. The equipment and materials inventory list shall be made available to the Agency monitors during their site visits. The Provider agrees that all inventories required by the agreement shall be current and accurate.

- iii. The Provider cannot dispose of any property provided by the Agency or purchased with EHEAP funds, without the contract manager's approval.
- iv. Upon termination of this agreement for any reason, any equipment and materials provided by the Agency or purchased with EHEAP funds shall be returned to the Agency and become the property of the Agency.

#### **4. DELIVERABLES**

##### **a. Service Unit**

The service unit for this agreement is the total number of households assisted.

##### **b. Reports**

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Department. The Provider must establish due dates for any subcontractors that permit the Provider to meet the "Agency's" reporting requirements.

##### **c. Program Reports**

The Provider shall submit to the Program Manager the "Emergency Home Energy Assistance for the Elderly Statistical Report," **ATTACHMENT V**, on the due date stated on **ATTACHMENT II**.

##### **d. Program Effectiveness Reports**

The Provider agrees to provide to the Agency other service reports on the effectiveness of the program and include statistics and information that the Agency may require, upon request.

##### **e. Records and Documentation**

The Provider will maintain a separate record for each EHEAP consumer that includes the following:

- i. Application for Emergency Home Energy Assistance for the Elderly, DOEA Form 114, completed and signed by the Provider and the consumer. The Provider is responsible for using the most recent application issued by the department through the Notice of Instruction process.
- ii. Names, ages and identification documentation of all household members;
- iii. Income amount and method of verification for all household members;
- iv. Age and income documentation to support eligibility;
- v. Statement of self-declaration of income, if applicable;
- vi. Statement of maintenance if household income is less than 50% of the Federal Poverty Level;

- vii. Documentation of consumer's obligation to pay an energy bill;
  - viii. Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
  - ix. Copies of approval or denial letters provided to the applicant.
  - x. If preference is given due to a disability, documentation of such, disability income or physician's statement;
  - xi. Documentation of referrals to LIHEAP, CSBG and WAP.
- f. If the Provider approves the application, one elderly member of the household must be registered in the DOE Client Information and Registration System (CIRTS) using DOE Form 114 in accordance with CIRTS Policy Guidelines.

**g. Program Monitoring**

The Provider shall monitor its performance under this agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this agreement, to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this agreement are achieved. Such review shall be made for each function or activity set forth in this agreement, and reported in the quarterly report.

- h. The Provider shall review a sample of completed EHEAP applications in accordance with the Emergency Home Energy Assistance for the Elderly Case Review Sheet, DOE Form 211, **ATTACHMENT VI.**

- i. The Provider will submit to the Program Manager case files for review, two times a month. The case files required will be chosen at random by the Program Manager.

**5. Agency Responsibilities**

**a. Training and Technical Assistance**

The Agency will provide to the Provider training and technical assistance as needed to ensure the successful fulfillment of the agreement by the Provider.

**b. Agreement Monitoring**

The Agency shall, at its own discretion, conduct investigations concerning any aspect of the Provider's performance of this agreement. The Agency shall review a sample of completed EHEAP applications in accordance with the Emergency Home Energy Assistance for the Elderly Case Review Sheet, DOE Form 211, **ATTACHMENT VI.**

#### IV. METHOD OF PAYMENT

##### 1. General Statement of Method of Payment

This is a cost reimbursement agreement. All requests for payment and expenditure reports are submitted monthly to support requests for payment shall be on DOEA forms 106P (**ATTACHMENT III**) and 105P (**ATTACHMENT IV**). Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on the DOEA forms. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement.

2. Reconciliation and recouping of advances made under this agreement are to be completed by the time the final payment is made. All payments are subject to the availability of funds.

3. Interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the Agency together with the payment and expenditure reports. Advances on federal funds must be maintained in interest-bearing accounts in accordance with 45 CFR 74.22(k). Interest amounts earned on federal funds deposited (up to \$250.00 per year) may be retained by the recipient for administrative expenses.

4. Any payment due by the Agency under the terms of this agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in section 22 of this agreement.

5. The Provider agrees to implement the distribution of funds as detailed in **ATTACHMENT I**, Budget Summary. An amendment is required to change the total amount of the agreement.

##### 6. Documentation

The Provider shall maintain documentation to support payment requests that shall be available to the Department or authorized individuals upon request.

7. All payments are subject to the availability of funds. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified on **ATTACHMENT I**, EHEAP Budget Summary.

8. Reimbursement will be on a monthly basis through submission of a properly completed Request for Payment form and Request for Reimbursement Report (**ATTACHMENTS III and IV**) in



accordance with the schedule outlined in **(ATTACHMENT II)**. Requests will include an original request for payment and one copy detailing actual (allowable) expenditures for the period of the reimbursement request.

IN WITNESS THEREOF, the parties hereto have caused this 61 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: \_\_\_\_\_

NAME: Burt Aaronson

TITLE: Chair

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

SIGNED

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

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

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

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

SHARON R. BOCK, Clerk

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

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

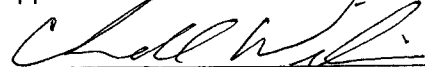
FEDERAL ID NUMBER: 59-6000785

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

Approved as to form and legal sufficiency

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

Approved as to terms and conditions



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

**ATTACHMENT I****EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM****BUDGET SUMMARY**Original X  
Amendment   Provider **Palm Beach County Division of Senior Services**

1.	Admin	\$1,800.00
2.	Crisis/Services	\$122,650.00
3.	Outreach	\$8,415.00
4.	<b>Total</b>	<b>\$132,865.00</b>
5.	Projected minimum number of Consumers to be served:	204

NOTE: Eligible households may be provided with one benefit per season up to six hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.

- Allowable administrative and outreach funds may be used for emergency energy assistance benefits upon approval of the transfer by the Department of Elder Affairs.

**ATTACHMENT II****AGREEMENT REPORT SCHEDULE**

<b>Report</b>	<b>Report Name</b>	<b>Submit to the Agency on this Date</b>
1	April Advances	May 1
2	May Advances	May 1
3	April Expenditure Report	May 10
4	May Expenditure Report	Jun 10
5	June Expenditure Report	July 10
6	EHEAP for the Elderly Statistical Report # 1	July 10
7	July Expenditure Report	Aug 10
8	August Expenditure Report	Sep 10
9	September Expenditure Report	Oct 10
10	EHEAP for the Elderly Statistical Report # 2	Oct 10
11	October Expenditure Report	Nov 10
12	November Expenditure Report	Dec 10
13	December Expenditure Report	Jan 10
14	EHEAP for the Elderly Statistical Report # 3	Jan 10
15	January Expenditure Report	Feb 10
16	February Expenditure Report	Mar 10
17	March Expenditure Report	April 10
18	EHEAP for the Elderly Statistical Report # 4	April 10
19	Final Request for Payment / Closeout Report	May 10
<p style="text-align: center;">Note # 1:</p> <p>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.</p>		

ATTACHMENT III

REQUEST FOR PAYMENT  
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#:		TYPE OF REPORT:  A. PAYMENT REQUEST:  Regular _____ Supplemental _____  B. METHOD OF PAYMENT:  Advance _____		THIS REQUEST PERIOD FOR _____  REPORT# _____  AGREEMENT# _____  PSA# _____		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement.						
Prepared By: _____ Date: _____ Approved By: _____ Date: _____						
PART A: BUDGET SUMMARY:	(1) EHEAP Administration	(2) EHEAP  A. Outreach	(3)  B. EHEAP V. Crisis Services	(4) EHEAP Weather-Related Services	(5) EHEAP Weather-Related Administration	(6) VI. TOTAL
1. Approved Agreement Amount	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Previous Funds Received For Agreement Period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Agreement Balance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Previous Funds Requested For Agreement Period	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Agreement Balance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PART B: AGREEMENT FUNDS REQUEST:						
1. Anticipated cash needs (1st, 2nd Months)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Net Expenditures For Month (DOEA Form 105P, Part B Line 5)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PART C: NET FUNDS REQUESTED:						
1. Less over-advance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Agreement Funds are Hereby Requested (Part B, Line 3 minus Part C, Line 1)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ATTACHMENT IV

RECEIPTS AND EXPENDITURES  
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#:		FUNDING SOURCE: Emergency Home Energy Assistance for the Elderly Program (EHEAP)		THIS REPORT PERIOD: FROM _____ TO _____  AGREEMENT PERIOD _____  AGREEMENT# _____  REPORT# _____  PSA# _____	
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the agreement.					
Prepared By: _____		Date: _____		Approved By: _____	
PART A: BUDGETED INCOME/RECEIPTS:		1. Approved Budget	2. Actual Receipts for This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount		\$ _____	\$ _____	\$ _____	_____ %
2. Interest on Agreement Funds		\$ _____	\$ _____	\$ _____	_____ %
3. Total Agreement Amount		\$ _____	\$ _____	\$ _____	_____ %
PART B: EXPENDITURES:		1. Approved Budget	2. Expenditures for This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. EHEAP Administration		\$ _____	\$ _____	\$ _____	_____ %
2. EHEAP Outreach		\$ _____	\$ _____	\$ _____	_____ %
3. EHEAP Crisis Services		\$ _____	\$ _____	\$ _____	_____ %
4. EHEAP Weather-Related Services		\$ _____	\$ _____	\$ _____	_____ %
5. EHEAP Weather-Related Administration		\$ _____	\$ _____	\$ _____	_____ %
6. TOTAL		\$ _____	\$ _____	\$ _____	_____ %

ATTACHMENT V

Emergency Home Energy Assistance for the Elderly Program - Statistical Report				
PSA#: _____ Area Agency: _____ Contract Year: _____ Contract # _____				
ASSISTED HOUSEHOLD REPORT (Required Data)	April 1 - June 30 (Cooling)	July 1 - September 30 (Cooling)	October 1 - December 31 (Heating)	January 1 - March 31 (Heating)
<b>ASSISTED HOUSEHOLD REPORT DIRECTIONS:</b> Provide statistics on all households <u>assisted</u> through EHEAP. This report is due by the 15 <sup>th</sup> day of the month following the end of the reporting period. Use Total Gross Annualized Income from page 2, #1 of the EHEAP application.				
1. Number of Households Assisted:				
2. Households Assisted with Gross Incomes:				
A. Under 75% Poverty Level				
B. 75% - 100% Poverty Level				
C. 101% - 125% Poverty Level				
D. 126% - 150% Poverty Level				
E. Over 150% Poverty Level				
3. Households with at Least One Member:				
A. 60 Years or Older				
B. Disabled				
C. Age 5 years or under				
4. <u>UNDUPLICATED HOUSEHOLDS ASSISTED:</u>				
During this reporting period, how many households received EHEAP assistance for the <u>first</u> time under this contract. (Count each household only once during the contract period).				
APPLICANT HOUSEHOLD REPORT (Required Data) *See note	April 1 - June 30 (Cooling)	July 1 - September 30 (Cooling)	October 1 - December 31 (Heating)	January 1 - March 31 (Heating)
<b>APPLICANT HOUSEHOLD REPORT DIRECTIONS:</b> Provide statistic on all households <u>applying</u> for EHEAP assistance, whether they did or did not receive assistance.				
1. Number of Applicant Households:				
2. Applicant Households with Gross Income:				

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT VI

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY FILE REVIEW FORM

CASE NAME	PSA#	AGENCY	APPROVAL _____ DENIAL _____		
NAME OF WORKER	APPLICATION DATE	DISPOSITION DATE	DATE MONITORED		
PROGRAM REQUIREMENTS REVIEWED		Yes	No	N/A	COMMENTS
1. Individual case file for the applicant?					
2. Household contains a member 60 or older.					
3. The household is in the Florida county covered by the contract.					
4. All household members and their income(s) are listed.					
5. The applicant file contains official income documents as listed in #1 of the EHEAP Application.					
6. If income is self-declared, is there a self-declaration form signed by the applicant for all adult members lacking income verification or claiming \$0 income?					
7. Household size determined correctly and correct size is on the worksheet.					
8. Checked applicant is not in categories listed in #9 of the EHEAP Application.					
9. All required sections of the application are signed and dated.					
10. Earned income calculated correctly.					
11. Non-earned income calculated correctly.					
12. Total countable income is calculated correctly and is not rounded.					
13. Total income is at or below 150% of the OMB Federal Poverty Level for household size.					
14. Written explanation of household living management when annual household income is less than 50% of the OMB Federal Poverty Level for household size.					
15. Verified household has not received DCA LIHEAP Crisis Assistance.					
16. Copies of fuel bills or other supporting documentation of proof of energy crisis.					
17. Only energy related elements of a utility bill are paid unless required to resolve the crisis.					
18. Only the past due or delinquent portion of a utility bill is paid. If a different amount is required by the utility company, an explanation is provided on page 2, in the space below #7a.					
19. Energy crisis resolved in 48 hours (18 hours if life-threatening situation).					
20. Written notice of approval or denial for services is issued within 15 days of receiving requested information.					
21. Appropriate benefit(s) provided.					
22. Written explanation provided on page 2, #7d when the need exceeds the \$600.00 limit.					
23. Benefit at or below \$600.00.					
24. The application is signed and dated by supervisor/edit staff after it is reviewed or prior to payment for mistakes and appropriate file documentation.					

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Reviewer's Signature

Date



**ATTACHMENT VII****STANDARD PROVISIONS****A. Independent Provider**

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

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

**B. Use of Service Dollars/Wait List Management**

The Provider is expected to spend all federal, state and other funds provided by the Agency, for the purpose specified in this agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the year. If the Agency determines that the Provider is not spending service dollars accordingly, the Agency may transfer funds to other providers during the year and/ or adjust subsequent funding allocations accordingly, as allowable under federal and state law.

**C. Payment Requirements**

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

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

**D. Funding Obligations**

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

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

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

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

**E. Return of Funds**

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

**Federal and State Laws and Regulations**

The Provider shall:

1. **Abuse Neglect and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of the Provider or its subcontractors who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96ABUSE).
2. Comply with the cost principles, administrative requirements, and other provisions of all applicable state and federal laws and regulations including, but not limited to: the Older Americans Act of 1965, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), whichever is applicable to the Provider's organization.
3. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act [42 United States Code (U.S.C.) 7401 et seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Provider shall report any violations of the above to the Agency.
4. The Provider must insure its organization and its subcontractors are eligible to conduct business in the state of Florida and receive Federal and State funding. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form (**ATTACHMENT X**) must be completed and returned to the Agency with the signed agreement.
5. Comply with section 112.061, F. S., and any policies of the Agency regarding any and all business travel pursuant to agreements covered by this agreement (including use of the State approved Reimbursement of Travel Expenses form, or an equivalent form developed by the Provider), and comply with the provisions of Chapter 119, F.S., allowing public access to all public records made or received by the Provider in conjunction with this agreement and any agreements and/or agreements incorporating this agreement by reference. In addition, section 20.41(9), F.S., requires that all providers of the Agency are subject to Chapter 119, F.S., relating to public records, and, when considering any agreements requiring the expenditure of funds, are subject to section 286.011-286.012, F.S., relating to public meetings.
6. **Transportation Disadvantaged:** If clients are to be transported under this agreement, comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C.

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

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

8. **Safeguarding Information:** The Provider is not to use or disclose any information concerning a client who receives services under this agreement for any purpose not in compliance with federal and state regulations, except upon written consent of the client or the client's authorized representative, or as needed by the Agency for auditing and monitoring purposes.
9. **HIPAA Compliance:** If the Provider will receive client's protected health information as a result of this agreement, then the Agency recognizes that Agency and the Provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996. The Provider will signify its acceptance of these terms and its relationship with the Agency by signing **ATTACHMENT XII**.
10. **Grievance and Appeal Procedures:** Ensure through agreement provisions that subcontracts and vendors follow the Minimum Guidelines for Provider Grievance Procedures, **ATTACHMENT XXIV** for handling complaints from clients who complain service has been suspended, terminated or reduced. Providers and subcontractors will also establish their own complaint procedures for clients who are dissatisfied with or denied services that include, at minimum, notice of the right to complain and to have their complaint reviewed.

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

#### **F. Civil Rights Certification**

1. The Provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, awards, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance and also assures compliance with all federal, state and local regulations, statutes and ordinances relating to nondiscrimination in programs or activities receiving or benefiting from state, federal, or local financial assistance, whichever apply. These include, but are not limited to: (a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at Title 41 CFR Part 60; (b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis

of race, color, or national origin; (c) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1686 et seq., which prohibits discrimination on the basis of sex in education programs; (d) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps; (e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age; and with any and all other applicable regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes.

2. The Provider agrees to complete and return to the Agency the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers (**ATTACHMENT XIII**).
3. The Provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include providing clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
4. These assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs or activities have represented to the Provider that they are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

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

**G. Withholdings and Other Benefits**

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

**H. Indemnification**

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

1. Provider agrees to indemnify, defend, and hold harmless the Agency and all of the Agency's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the Provider, its agents, employees, or subcontractors in connection with the performance of all

agreements and/or contracts incorporating this agreement by reference, whether direct or indirect, and whether to any person or property to which the Agency or said parties may be subject, except that the Provider will not indemnify the Agency or its officers, agents or employees for that portion of any loss or damages proximately caused by the negligent or intentional act or omission of the Agency or any of its officers, agents, or employees.

2. Provider's obligation to indemnify and defend shall be triggered on the seventh (7th) day following the Agency's notice of claim for indemnification to Provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify the Agency, within seven (7) calendar days following notice by the Agency. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision by Provider. The Provider's obligations under this paragraph are contingent upon the Agency giving the Provider: (1) prompt written notice of any action or threatened action for which the Agency is seeking indemnification; (2) the opportunity to take over and settle or defend any such action at the Provider's sole expense, and (3) assistance in defending the action at the Provider's sole expense. The Provider shall not be liable for any cost, expense or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld.
3. It is the intent and understanding of the parties that the Provider, or any of its subcontractors, are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the parties that the Agency does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors.

#### **I. Insurance and Bonding**

1. The Provider agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of any and all agreements and/or contracts incorporating this agreement by reference. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under agreements and/or contracts incorporating this agreement by reference. Upon execution of this agreement, the Provider shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage. A self-insurance program established and operating under the laws of the state of Florida may provide such coverage. The Agency reserves the right to require additional insurance where appropriate.

2. The Provider agrees to furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

**J. Purchasing**

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

1. Procedures must include the intent to obtain bids for services or items manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
2. Procurement of products or materials with recycled content shall be used where economically and technically feasible.
3. The Agency is committed to embracing diversity in the provision of services to Florida's elders and in providing fair and equal opportunities for all qualified minority businesses in Florida. The Provider shall report information to the Agency on utilization of certified minority and non-certified minority subcontractors and/or vendors receiving funds pursuant to this agreement. This report shall be submitted to the Agency by the 25th of the month following the end of each quarter.

**K. Sponsorship**

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

**L. Public Entity Crime**

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

**M. Employment**

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

**N. Reporting**

1. The Provider agrees to file reports with the Agency as requested, such as, progress, fiscal, inventory and other reports as the Agency may require, pursuant to this agreement.
2. The Provider agrees to provide client information and statistical data when requested by the Agency for program management and required federal or state reporting.
3. Pursuant to this agreement, the Provider must assure, through contract provisions in subcontracts with subcontractors, program specific data is recorded and submitted in accordance with DOEA Client Information Registration and Tracking System (CIRTS) Policy Guidelines.

**O. Management Information Systems**

Where collection of client data in electronic format is required:

1. The Agency shall employ a Local Area Network (LAN) Administrator who shall assure the Provider's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the DOEA. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The Provider shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the DOEA the operational status of their LAN and Wide Area



Network (WAN) in accord with the frequency and format directed in these "Guidelines".

2. The Agency will ensure the collection and maintenance of client and service information on a monthly basis from CIRTIS or any such system designated by the DOEA. Maintenance includes valid exports and backups of all data and systems according to DOEA standards.
3. Providers must enter all required data per the DOEA CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into CIRTIS before the subcontractors submit their request for payment and expenditure reports to the Provider. The Provider shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Agency.
4. The Provider will run monthly CIRTIS reports and verify that client and service data in CIRTIS is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report and must be approved by the Agency prior to payment.
5. Failure to ensure the collection and maintenance of the CIRTIS data may result in the Agency enacting the "Termination" clause in Section AA of this attachment, including delaying or withholding payment until the problem is corrected.
6. The Provider and its subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the Agency upon request.

**P. Monitoring**

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

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

1. The Provider will be responsible for implementing all corrective actions from previous and current monitoring reports in a timely manner. The Provider must assign a high priority to the resolution of monitoring findings and recommendations

to ensure corrective action(s) addressing programmatic, fiscal and/or operational deficiencies are fully and timely implemented.

2. The Provider will be responsible for at least one monitoring per year of its subcontractors. The Provider will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
3. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in Section AA of this attachment.

**Q. Incident Reporting**

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

1. Proposed client terminations
2. Service quality or service delivery problems
3. Contract non-compliance;
4. Provider or subcontractor financial concerns and/or difficulties.

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

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

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

**R. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of this Provider or any subcontractor and referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental

agency, the Provider shall notify the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation whether in the possession of the Provider or subcontractor, must be sent to the Agency with a summary of the investigation and allegations.

#### **S. Financial Records**

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

The Provider agrees:

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

#### **T. Audits**

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

#### **PART I: Federally Funded**

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

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

Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider or subcontractor conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Provider or subcontractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Provider or subcontractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).
4. Information regarding audit requirements contained in OMB Circular A-133 and section 215.97, F.S., can be obtained from the following web-sites:

<http://www.whitehouse.gov/omb/circulars/>

and

<http://www.leg.state.fl.us/>

## **PART II: State Funded**

This part is applicable if the Provider is a non-state entity as defined by section 215.97, F.S..

1. In the event that the Provider expends a total amount of State awards (i.e., State financial assistance provided to the Provider to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of such provider, the Provider must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer, Department of Financial Services, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Agency by this agreement are indicated in section II. A. of the agreement(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the Provider shall consider all sources of State awards, including State funds received from the Agency, other state agencies, and other non-state entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 2, the Provider shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a reporting package as defined by section 215.97, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations) Rules of the Auditor General, to include an auditor's examination attestation report, management assertion report (alternatively,

management's assertion may be included in the management representation letter), and a schedule of State financial assistance.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects: activities allowed or disallowed; allowable costs/cost principles; matching (if applicable), and; reporting.

3. If the Provider expends less than \$500,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Provider expends less than \$500,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

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

1. The DOEA requires a supplemental schedule of functional expenses be prepared in a specific format, which presents costs by service (as defined by the Agency), including units of service delivered, for providers or subcontractors expending state or federal awards for services performed by their employees, providers, and other payees who receive payment for units of service recorded in CIRT. This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement. The functional expense format can be provided by the Agency upon request.
2. If an audit is not required or performed, the Provider must provide a written attestation, under penalty of perjury, that the Provider has complied with the allowable cost provisions (congruent with the Reference Guide for State Expenditures and Cost Principles 225 (A-87) and 230 (A-122), and Federal Acquisition Regulation 31.2, whichever is applicable).
3. Interest earned on federal funds or general revenue funds must be returned to the Agency. A chart is included in all contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
4. Specific requirements for match, co-payments, and program income applicable to programs administered by the Agency are outlined in ATTACHMENT III.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this section shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of Provider's fiscal year end:

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

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

- c. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of audits and reporting packages required by **PART II** of this section shall be submitted by or on behalf of the Provider directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of Provider's fiscal year end:
    - a. The State of Florida Auditor General
    - b. Two copies of the audit report with any management letter issued by the auditor to the Agency's Chief Financial Officer at following address:

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

3. Any reports, management letters, or other information required to be submitted to the Agency pursuant to this section shall be submitted timely in accordance with OMB Circular A-133, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable and should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the package.

#### **U. Retention of Records**

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

**V. Assignments and Subcontracts**

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

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

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

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

**W. Conflict of Interest**

The Provider will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or its subcontractors shall participate in selection, or in the award or administration of a 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 its subcontractors' officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts and/or subcontracts. The Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the

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

#### **X. Contingency Plan**

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

The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

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

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

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

#### **Y. Vendor Ombudsman**

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

#### **Z. Termination**

##### **1. Termination for Convenience**

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



by the termination. In the event that a agreement between the Provider and its subcontractor is terminated, the Provider shall require the subcontractor to submit to the Provider and the Agency a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

2. Termination Due to Lack of Funds

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

3. Termination for Breach

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

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

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

**AA. Renegotiation or Modification**

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

performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.

**BB. Property & Equipment**

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

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

**CC. 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.

**DD. 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.

**EE. Consumer Outcomes**

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

**FF. Management Objectives**

The Provider shall:

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

**GG. Community Resource Update**

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

**HH. Partnership for Aging**

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

**ATTACHMENT VIII**

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-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 and not more than \$100,000 for each such failure.

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Signature	Date
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Name of Authorized Individual	Application or Agreement Number
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Name and Address of Organization

DOEA Form 103  
(Revised Nov 2002)

**ATTACHMENT IX****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 Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The 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 CFR Part 215 and Part 215 (formerly OMB Circular A-110).

\_\_\_\_\_  
Name and Address of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Signer

(Revised February 2004)

**ATTACHMENT X****CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

1. Each Recipient of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Department of Elder Affairs nor its contract recipients can contract with subrecipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The Recipient shall provide immediate written notice to the contract manager at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The Recipient further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The Recipient further agrees by submitting this certification that it will require each subrecipient of agreements referencing this contract whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each subagreement.
7. The Department of Elder Affairs may rely upon a certification by a Recipient/subrecipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the department knows that the certification is erroneous.
8. The Recipient may rely upon a certification by a subrecipient entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the Recipient knows that the certification is erroneous.
9. The signed certifications of all subrecipients shall be kept on file with Recipient.



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

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This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective Recipient certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Department of Elder Affairs by any federal department or agency.
- (2) Where the prospective Recipient is unable to certify to any of the statements in this certification, such prospective Recipient shall attach an explanation to this certification.

Signature\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Individual  
(Print or type)

\_\_\_\_\_  
Name of Organization

**ATTACHMENT XI****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 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	
APPLICANT ORGANIZATION		DATE SUBMITTED

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

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

- (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.
- (i) That each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.

- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- (l) That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- (p) That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.

ATTACHMENT XIII

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.**

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

NA      YES      NO

☐      ☐      ☐
7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.

NA      YES      NO

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

NA      YES      NO

☐      ☐      ☐
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.

NA      YES      NO

☐      ☐      ☐
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.

NA      YES      NO

☐      ☐      ☐

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

NA YES NO  
☐ ☐ ☐

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

NA YES NO  
☐ ☐ ☐

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

NA YES NO  
☐ ☐ ☐

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

YES NO



sight impaired individuals? If NO, explain.

☐ ☐

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 __/__/__

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

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

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

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

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

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

- o a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review
  - o the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.
- The reviewer(s) must provide written notification to the requester, within 7 calendar\* days after the grievance review, stating:
  - o the decision, the reasons therefore in detail
  - o the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted
  - o the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar\* days, except in decisions involving the professional judgment of a legal assistance provider
  - o the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency
  - o the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative
  - o for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided

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

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

- Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision; and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.
- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

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

**ATTACHMENT XXV**

**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.

\_\_\_\_\_  
Name of Provider entity

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

\_\_\_\_\_  
Printed name and **Title** of Authorized Representative

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

(Revised February 2004)

**EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Emergency Home Energy Assistance Program (EHEAP) Act funds for the 2010-2011 program year. The purpose of these funds is providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. 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 EHEAP services to EHEAP eligible clients beginning April 1, 2010; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to April 1, 2010. 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 April 1, 2010.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## Attestation Statement

Agreement/Contract Number IP010-9500

Amendment Number N/A

I, \_\_\_\_\_, attest that no changes or revisions have been made to  
(Provider Representative)

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

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Signature of Provider Representative

Date