

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>4,459</u>	_____	_____	_____	_____
External Revenue	<u>(4,459)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u> *see below	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Budget Account No.: Fund 1006 Dept. 144 Unit 1452 Obj. VAR.
 Program Code VAR

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

State funds through the Department of Elder Affairs.

Departmental Fiscal Review: Taruna Malhotra
9/10/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No Fiscal impact.

[Signature]
 OFMB VA

9/16/10
9/15/10

[Signature] *9/20/10*
 Contract Administration
E. Jones 9/16/10

B. Legal Sufficiency:

[Signature] *9/21/10*
 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.

**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

SENIOR COMPANION PROGRAM

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs, hereinafter referred to as the "Department," and Palm Beach County Board of County Commissioners, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary.

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Department.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

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

3. Term of Contract

This contract shall begin on July 1, 2010 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2011.

4. Contract Amount

The department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$4,459.00, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

By mutual agreement of the parties, in accordance with s. 287.058(1)(f), F.S., the department may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the department and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:

6.1.1 The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the contractor shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The contractor shall report any violations of the above to the department.

- 6.1.3 The contractor, or agent acting for the contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000.00, the contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this contract.
- 6.1.4 That if this contract contains \$10,000.00 or more of federal funds, the contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.1.5 That if this contract contains federal funds and provides services to children up to age 18, the contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 6.1.6 That a contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The contractor shall complete and sign **ATTACHMENT V** prior to the execution of this contract.
- 6.2 The contractor shall not employ an unauthorized alien. The department shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the department.
- 6.3 If the contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the contractor must notify the department in writing within thirty (30) days of receiving the IRS notice of revocation.

7. **Compliance with State Law**

- 7.1 That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2 Requirements of s. 287.058, F.S. as amended.
- 7.2.1 The contractor will provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2 The contractor will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3 If itemized payment for travel expenses is permitted in this contract, the contractor will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4 The contractor will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The contractor's refusal to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.
- 7.3 If clients are to be transported under this contract, the contractor shall comply with the provisions of Chapter 427, F.S.,

and Rule 41-2, F. A. C.

- 7.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5 The contractor will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
8. **Background Screening**
The contractor shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.
- 8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
9. **Grievance Procedures**
The contractor shall develop and implement, and ensure that its subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).
10. **Audits, Inspections, Investigations, Public Records and Retention**
- 10.1 To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
- 10.2 To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.
- 10.3 Upon demand, at no additional cost to the department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4 To assure that the records described in Paragraph 10 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 To provide a financial and compliance audit to the department as specified in this contract and in **ATTACHMENT III** and to ensure that all related party transactions are disclosed to the auditor.
- 10.7 To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the

office of the Inspector General pursuant to s. 20.055, F.S.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The contractor will execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2** The contractor will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).
- 11.3** The contractor agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the contractor understands that the department 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.

12. Provision of Services

The contractor will provide services in the manner described in **ATTACHMENT I**.

13. Monitoring by the Department

The contractor will permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the contractor to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the contractor a written report of its findings and request for development, by the contractor, a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

14. Coordinated Monitoring with Other Agencies

If the contractor receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification

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

- 15.1** Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 15 is not applicable to contracts executed between the department and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

- 16.1 To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the contractor do not limit the contractor's liability and obligations under this contract. The contractor shall ensure that the department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.
- 16.2 Throughout the term of this agreement, the contractor agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

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

19. Incident Reporting

- 19.1 The contractor shall notify the department immediately, but no later than forty-eight (48) hours from, the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the contract manager (by telephone) with an email to immediately follow.
- 19.2 To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the contractor and its employees.

20. New Contract(s) Reporting

The contractor shall notify the department within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the contractor shall complete and provide the information in ATTACHMENT D.

21. Bankruptcy Notification

If, at any time during the term of this contract, the contractor, its assignees, subcontractors or affiliates files a claim for bankruptcy, the contractor must immediately notify the Department of Elder Affairs. Within ten (10) days after notification, the contractor must also provide the following information to the Department of Elder Affairs: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity

- 22.1 As required by s. 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.
- 22.2 The contractor shall not use the words "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the department prior to use.
23. **Assignments**
- 23.1 The contractor shall not assign the rights and responsibilities under this Contract without the prior written approval of the department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the department will constitute a material breach of the contract.
- 23.2 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract.
- 23.3 This contract shall remain binding upon the successors in interest of either the contractor or the department.
24. **Subcontracts**
- 24.1 The contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the department deems necessary. The contractor further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the department against any such claims.
- 24.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the department or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.
25. **Independent Capacity of Contractor**
It is the intent and understanding of the parties that the contractor, or any of its subcontractors, are independent contractors and are not employees of the department and shall not hold themselves out as employees or agents of the department without specific authorization from the department. It is the further intent and understanding of the parties that the department does not control the employment practices of the contractor and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the contractor shall be the sole responsibility of the contractor.
26. **Payment**
Payments will be made to the contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the contractor. The department's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.
27. **Return of Funds**
The contractor will return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the

contractor by the department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the Contract Manager, on behalf of the department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after department notification or contractor discovery.

28. Data Integrity and Safeguarding Information

The contractor shall insure an appropriate level of data security for the information the contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The contractor shall insure all subcontractors maintain written procedures for computer system back up and recovery. The contractor shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.

29. Conflict of Interest

The contractor 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 contractor or subcontractor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The contractor's board members and management must disclose to the department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The contractor's employees and subcontractors must make the same disclosures described above to the contractor's board of directors. Compliance with this provision will be monitored.

30. Public Entity Crime

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

31. Purchasing

- 31.1** To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
- 31.2** To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065 and 287.045, F.S.

32. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the contractor shall refer the discovery, invention or material to the department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

32.1 If the primary purpose of this contract is the creation of intellectual property, the state shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 32.

33. Emergency Preparedness and Continuity of Operations

33.1 If the tasks to be performed pursuant to this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the contractor shall notify the department of emergency provisions.

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

34. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

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

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

36. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the contractor.

37. Financial Consequences of Non-Performance

If the contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the department must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

37.1 The contractor shall not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the department.

38. No Waiver of Sovereign Immunity

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

39. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.

40. Entire Contract

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

41. **Force Majeure**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

42. **Severability Clause**

The parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

43. **Condition Precedent to Contract: Appropriations**

The parties agree that the department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

44. **Addition/Deletion**

The parties agree that the department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

45. **Waiver**

The delay or failure by the department to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

46. **Compliance**

The contractor agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The parties agree that failure of the contractor to abide by these laws shall be deemed an event of default of the contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the department.

47. **Final Invoice**

The contractor shall submit the final invoice for payment to the department as specified in Paragraph 3.3 (date for final request for payment) of **ATTACHMENT I**. If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the department may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the contractor and necessary adjustments thereto have been approved by the department.

48. **Renegotiations or Modifications**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

49. **Termination**

- 49.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the contract.
- 49.2 In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the

Contract Manager or the representative of the contractor responsible for administration of the contract. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed prior to the date of termination.

49.3 This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's or the contractor's rights to remedies at law or in equity.

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

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

a.	The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners 810 Datura Street, Suite 300 West Palm Beach, FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Maggie Longoria 810 Datura Street, Suite 300 West Palm Beach, FL 33401
c.	The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:	Faith Manfra 810 Datura Street, Suite 300 West Palm Beach, FL 33401 (561) 355-4746
d.	The section and location within the department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, FL 32399-7000
e.	The name, address, and telephone number of the Contract Manager for the department for this contract is:	Christine Kucera 4040 Esplanade Way Office 335W Tallahassee, FL 32399-7000 (850) 414-2000

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

51. **All Terms and Conditions Included**
This contract and its Attachments, I – XIV, A, B and D, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the parties.

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

IN WITNESS THEREOF, the parties hereto have caused this 55 page contract, to be executed by their undersigned officials as duly authorized.

Contractor: PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: _____

SIGNED BY: _____

NAME: Burt Aaronson _____

NAME: CHARLES T. CORLEY

TITLE: Chair _____

TITLE: INTERIM SECRETARY

DATE: _____

DATE: _____

Federal Tax ID: 596000785

Fiscal Year Ending Date: 12/31

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**SCOPE OF SERVICE
SENIOR COMPANION PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 PROGRAM SPECIFIC TERMS

Approved Payroll Vendor – An independent third party company (Mains'l) that processes and distributes stipend and volunteer benefit payments either through electronic funds transfers (EFTs) or issuance of checks at the conclusion of each bi-weekly payment cycle.

Corporation – The Corporation for National and Community Service established under the National Community Service Act (NCSA), as amended, 42 U.S.C. 1201 et seq., which administers the Senior Companion Program. The Corporation is sometimes referred to as "CNCS."

Cost Reimbursements – Reimbursements provided to volunteers such as stipends to cover incidental costs, meals, and transportation, to enable them to serve without cost to themselves. Also included are the costs of annual physical examinations, volunteer insurance and recognition, which are budgeted as volunteer expenses.

In-home – The non-institutional assignment of a Senior Companion in a private residence.

Letter of Agreement – A written agreement between a volunteer station, the sponsor, the Senior Companion and the adult served or the persons legally responsible for that adult. It authorizes the assignment of a Senior Companion in the client's home, defines the Senior Companion's activities and delineates specific arrangements for supervision.

National Sex Offender Public Registry – A name-based search of the Department of Justice (DOJ) National Sex Offender Public Registry (NSOPR).

Provider – The local agency contracted to deliver program services to the community.

Respite – In-home assistance for a homebound elderly individual from someone who is not a member of the family unit, which allows the family unit the ability to leave the homebound elderly individual for a period of time. (F.S. 430.071).

Sponsor – A public agency or private non-profit organization, either secular or faith-based, that is responsible for the operation of a Senior Companion project.

Stipend – A payment to Senior Companions to enable them to serve without cost to themselves. The amount of the stipend is determined by the Corporation for National and Community Service and is payable in regular installments. The minimum amount of the stipend is set by law and shall be adjusted by the Corporation's CEO from time to time. The maximum allowable annual stipend is \$5,534. In accordance with the Domestic Service Act, the stipend is not taxable income.

Volunteer Payroll Period – The official time frame covered by each regular volunteer payroll as outlined in the approved volunteer payroll schedule.

Volunteer Service Hours (VSH) – The total hours provided by volunteers on behalf of the program, including direct service, travel, and training. A Senior Companion must serve a minimum of 15 hours per week and a maximum of 40 hours per week.

Volunteer Service Year (VSY) – Is equivalent to 1,044 hours of service. A Senior Companion may not serve more than two VSYs or 2,088 hours.

Volunteer Station – A public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Senior Companions in health, education, social service or related settings such as multi-purpose centers, home health care agencies, or similar establishments. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government. Private homes are not volunteer stations.

1.2 DEPARTMENT MISSION STATEMENT

The department's mission is to foster an optimal quality of life for Floridians age 55 and older and 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 55 and older can enjoy living in Florida. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

1.2.1 Senior Companion Program Mission Statement

The mission of the Senior Companion Program is to improve lives, strengthen communities, and foster civic engagement through service and volunteering.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

Senior Companions are individuals age 55 or over who want to help adults with special needs remain independent and living in their own home. The Senior Companion volunteers provide many types of services to frail elders and caregivers to help them maintain independence including: respite (in-home); escorted transportation; shopping assistance; homemaking; and companionship. The Senior Companions may also provide one-on-one assistance to elders in center-based respite programs, in congregate meal sites, adult day care centers, and assisted living facilities.

1.3.2 Authority

- (1) Section 430.07-430.071, Florida Statutes;
- (2) Domestic Volunteer Service Act of 1973, as amended, Pub. L. 93-113, Oct. 1, 1973, 87 Stat. 396, 42 U.S.C. 4950 et seq.; and
- (3) 45 CFR, Part 2551.

1.3.3 Incorporation of Reference Memoranda

In accordance with s. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are incorporated by reference:

- (1) CFO Memo No. 01: Release date, July 6, 2010;
- (2) CFO Memo No. 05: Release date, June 30, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.3.4 Scope of Service

The contractor shall be responsible for the programmatic, fiscal and operational management of the Senior Companion Program. The services provided under this contract shall be in a manner consistent with and described in **ATTACHMENT I, SECTION II: MANNER OF SERVICE PROVISION.**

In fulfilling the terms of this agreement, the contractor's scope of work shall include ensuring the following service tasks are completed: (1) Program Coordination and Administration; (2) Volunteer Staff Training, Orientation and Development; (3) Delivery of Companion Services to Program Beneficiaries; (4) Compilation and Submission of Volunteer Transactional Data; (5) Documentation and Submission of Volunteer Reimbursable Costs; and (6) Submission of Required Reports.

1.3.5 Major Program Goals

The major goals of the Senior Companion program are to:

- (1) Engage persons 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs;
- (2) Provide benefits to volunteers (stipends to those who qualify and reimbursement) which enables the volunteers to provide services at no cost to themselves;
- (3) Provide supportive services to elders in an effort to maintain independent living; and
- (4) Provide a high quality experience that will enrich the lives of the volunteers.

1.4 INDIVIDUALS TO BE SERVED**1.4.1 Individual Eligibility (Program Beneficiaries)**

Program beneficiaries and persons to be served under the Senior Companion Program shall include:

- (1) Home bound persons;
- (2) Primarily older adults;
- (3) Persons having one or more physical, emotional or mental health limitations; And
- (4) Special need clients with Alzheimer's disease or related dementias.

SECTION II: MANNER OF SERVICE PROVISION**2.1 SERVICE TASKS**

In order to achieve the goals of the Senior Companion Program, the contractor shall perform the following tasks:

- (1) Program Coordination and Administration;
- (2) Volunteer Staff Training, Orientation and Development;
- (3) Delivery of Companion Services to Program Beneficiaries;
- (4) Compilation and Submission of Volunteer Transactional Data;
- (5) Documentation and Submission of Volunteer Reimbursable Costs; and
- (6) Submission of Required Reports.

2.1.2 PROGRAM COORDINATION AND ADMINISTRATION

The contractor shall ensure the recruitment of a sufficient number of volunteers, to support five (5) VSYs and meet an annual goal of 5,220 hours of service during the contract period.

Recruited volunteers shall be representative of the community they serve and meet program eligibility requirements as referenced in Paragraph 2.1.2.2.

2.1.2.1 Volunteer Recruitment, Assignment and Management

- (1) Recruitment and Outreach will target eligible volunteer candidates.
- (2) Special efforts will be made to recruit and assign minority, disabled and hard-to-reach individuals and groups, which are under-represented.
- (3) Volunteer Assignments
All volunteer assignments shall be documented in volunteer file. In order of priority, assignments should be selected which:
 - a. Assist in preventing or delaying institutionalization of homebound adults with mental, emotional, and/or physical impairments who need outside assistance to achieve and maintain their fullest potential to manage their lives;
 - b. Assist in the discharge of adults from residential health-care facilities, especially acute care hospitals, who, by means of the support of Senior Companions, can resume a greater degree of independent living; and
 - c. Provide care to households in which the burden of care for aged persons rests with household members who find it difficult to provide the level of support needed to prevent institutionalization.

(4) Volunteer Performance Reviews

The contractor shall ensure performance reviews for each volunteer are conducted at least once each calendar year to ensure that volunteers meet the needs of clients. The contractor shall ensure volunteers are informed of the timing, content and process of performance reviews before placement with a client. Performance reviews shall acknowledge volunteer work done well, and also assist in identifying areas that need improvement. Completed performance reviews shall be maintained in each volunteer's personnel file. At a minimum, performance evaluations shall measure each volunteer's:

- a. Performance of tasks/assignments;
- b. Reliability and promptness;
- c. Relationships with staff, clients, caregivers and other volunteers;

- d. Willingness to follow policies and procedures; and
- e. Attendance at required meetings/training.

(5) **Volunteer Separation**

A contractor may separate a volunteer for cause, including but not limited to, extensive or unauthorized absences, misconduct, inability to perform assignments or having income in excess of the eligibility level. Separation should not occur until the Senior Companion is given opportunity to file a grievance and/or appeal the action in accordance with the contractor's service policy.

2.1.2.2 Volunteer Qualifications, Eligibility Determination and Screening
Qualifications and Screening

- (1) Volunteers must be 55 years of age or older;
- (2) Volunteers must pass a physical examination to serve;
- (3) Volunteers must pass a Level II criminal background screening;

All potential volunteers must undergo a Level II criminal background screening (s. 435.04 F.S.) and National Sex Offender Public Registry check in order to determine if an individual possesses a prior history that may prove harmful to vulnerable elders or children. The contractor shall ensure that a written policy, related to, (1) frequency of background checks and (2) reporting arrests, is in place and that volunteers comply with the procedure. An individual who is registered, or required to be registered, on a State sex offender registry, is not eligible to serve in the program.

The contractor must maintain the confidential results of the criminal background screening and National Sex Offender Public Registry check in secured individual volunteer files.

- (4) Volunteers must agree to abide by program requirements;
- (5) Volunteers must meet a certain income level within Department of Health and Human Services Poverty Guidelines:
 - a. Some volunteers may qualify based on the deduction of allowable medical expenses. "Allowable medical expenses" are annual out-of-pocket medical expenses for health insurance premiums, health care services, and medications (prescription or over-the-counter) provided to the applicant, enrollee, or spouse which were not and will not be paid by Medicare, Medicaid, other insurance, or other third party, and which do not exceed 50 percent of the applicable income guideline. Long term care insurance premiums are considered to be an allowable medical expense.
 - b. Volunteers age 55 or older that do not meet the income criteria may serve as non-stipend volunteers and are entitled to receive all Senior Companion benefits except the stipend.
- (6) Volunteers' eligibility to serve as a Senior Companion shall not be restricted on the basis of formal education, experience, race, religion, color, national origin, sex, age, handicap or political affiliation.

2.1.3 VOLUNTEER STAFF ORIENTATION, TRAINING AND DEVELOPMENT

The contractor shall develop and ensure the implementation of a training plan that includes program orientation, in-service training, meetings and recognition events to ensure compliance with required training hours. Volunteer stations shall develop an orientation and training policy that outlines participant requirements including regular tracking of volunteer training hours, attendance at mandatory in-service training and meetings, as well as procedures for addressing or making up missed training sessions. Supporting documentation of group volunteer progress toward meeting annual training goals shall include agenda, sign-in sheets, and time properly recorded on timesheets. The contractor shall also document individual progress toward meeting in-service training requirements.

2.1.3.1 Pre-Service Orientation

The contractor shall ensure that pre-service orientation achieves the following objectives:

- (1) Introduce the Senior Companions to the Corporation and all of its programs, the sponsor, and the project;
- (2) Provide information on project policies, appeal procedures, timesheets, insurance, and other administrative details;

- (3) Acquaint Senior Companions with project sponsor staff, station staff, and with other Senior Companions;
- (4) Give Senior Companions the opportunity for on-site visits to volunteer stations prior to assignment. This enables them to make an informed choice about the types of volunteer stations and assignments they are best suited for;
- (5) Familiarize Senior Companions with the physical health and psychosocial problems of impaired adults and the objectives of their assignment;
- (6) Promote discussion of the roles and activities involved in being a Senior Companion;
- (7) Provide new Senior Companions with information about available community services, which will enable them to be better advocates for their clients and help with their personal needs; and
- (8) Provide a general understanding of the economic, social psychological, and physiological aspects of aging.

2.1.3.2 Training and Development

The contractor shall ensure that each volunteer station provides sufficient training hours annually so that every volunteer can complete an average of four (4) hours of monthly training. The following is a suggested list of subjects intended to clarify program objectives and enhance Senior Companions' skills:

- (1) Policies and Procedures;
- (2) Team Building Exercises and Leadership Skill Building;
- (3) Psychological, Physiological, and Social Aspects of Aging;
- (4) Community Resources and Services;
- (5) Advocacy/Household Management;
- (6) Health and Personal Care Assistance; and
- (7) Emergency Management, Shelter Management and Disaster Preparedness.

Volunteer development shall include the development and coordination of service projects during national days of observance such as Make a Difference Day and Martin Luther King Jr. Day of Service. Volunteer Stations are required to conduct at least one annual service project as identified, coordinated and executed by Senior Companions and community volunteers.

2.1.3.3 Volunteer Recognition

The contractor shall schedule at least one (1) event during the term of this contract that recognizes the work and accomplishments of volunteers and participate in the department's annual Golden Choices Awards Volunteer Recognition Event. Recognition events may be included in the annual training plan. The contractor shall develop an annual recognition plan within the first three (3) months of the contract year outlining recognition activities and use of budget category.

2.1.4 DELIVERY OF COMPANION SERVICES TO PROGRAM BENEFICIARIES

The contractor shall utilize Senior Companion Volunteers to deliver companion services to program beneficiaries. These services shall include, but not be limited to the following:

2.1.4.1 Personal Care:

- (1) Feeding, dressing, grooming;
- (2) Assisting client with walking, getting out of bed, getting to bathroom;
- (3) Assisting with medical or physical therapy and/or monitoring medication;
- (4) Accompanying a person to a doctor or nurse for treatment;
- (5) Providing grief support;
- (6) Assisting in reality orientation/awareness; and
- (7) Encouraging exercise, taking walks with client, providing information on exercise or recreation.

2.1.4.2 Nutrition:

- (1) Preparing food, planning meals, doing light grocery shopping, labeling, and organizing food;
- (2) Providing health or nutrition information; and
- (3) Accompanying client to a nutrition site.

2.1.4.3 Social/Recreation:

- (1) Providing companionship, talking, listening, cheering up, and playing games or cards;
- (2) Providing peer support;
- (3) Fostering client contact with family and friends; and
- (4) Accompanying client to a recreational or social event.

2.1.4.4 Home Management:

- (1) Light shopping, doing errands;
- (2) Writing letters, reading, and filling out forms;
- (3) Doing light housekeeping;
- (4) Doing light gardening;
- (5) Assisting with money management, helping budget funds; and
- (6) Making non-strenuous home repairs/weatherization improvements.

2.1.4.5 Information and Advocacy:

- (1) Providing information about community services, eligibility for services;
- (2) Helping clients receive a needed service (food stamps, visiting nurse, Supplemental Security Income, Medicaid, Medicare, etc.); and
- (3) Bringing unmet needs to the attention of community leaders, volunteer station staff, and other care providers.

2.1.4.6 Respite Care

Assisting homebound clients served by caregivers who are in need of respite care to prevent a breakdown in household capability.

2.1.4.7 Inappropriate Senior Companion Activities

Some examples of inappropriate activities include, but are not limited to:

- (1) Activities usually performed by doctors, nurses, or other professionals;
- (2) Brief, casual contact with a large number of clients;
- (3) Custodial services normally provided by paid staff;
- (4) Advance funds to clients;
- (5) Deposit cash in banks;
- (6) Major household repair;
- (7) Window washing;
- (8) Snow shoveling, lawn mowing;
- (9) Large furniture moving;
- (10) Heavy lifting (e.g. heavy boxes);
- (11) Major house cleaning;
- (12) Extensive shopping;
- (13) Food preparation for persons other than adult served;
- (14) Clean up after guests; and
- (15) Leading group recreational or social activities.

2.1.5 COMPILATION AND SUBMISSION OF VOLUNTEER TRANSACTIONAL DATA

The contractor shall submit Senior Companion volunteers' transactional data to the approved payroll vendor (Mains'l Services, Inc.) for the hourly service schedule that Senior Companions spend with clients, for earned leave, if applicable, and for attendance at official events, e.g., orientation, in-service training, recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered part of the service schedule and is not stipended. The current rate per hour is \$2.65 as established by the Corporation. Volunteer may not receive more than \$5,534.00 annually.

The contractor shall ensure complete and accurate volunteer timesheets to document all stipended hours reported to the approved payroll vendor. Timesheets must record the date and number of service, training and leave hours plus any mileage or meal reimbursement. The contractor shall verify reported hours and confirm timesheets are signed

and dated by both the volunteer and designated supervisor.

The contractor will provide to the payroll vendor a complete and accurate electronic file that identifies each volunteer, the type and number of hours, number of meals and number of miles to be reimbursed. Payment to volunteers will be made according to the established volunteer payroll schedule (**ATTACHMENT XIV**). Volunteers may elect to receive payment via electronic transfer or through check mailed to the contractor for distribution to volunteers.

Eligible volunteers who do not meet income requirements may serve in the program as non-stipend Senior Companions. Non-stipend Senior Companions may receive meal, mileage and recognition benefits. Non-stipend volunteer service hours shall be reported in the monthly data report.

2.1.5.1 The contractor shall ensure the timely submission of all volunteer work hours and transactional data related to expenditures including but not be limited to:

- (1) List of Volunteers;
- (2) Type of service (R-Respite, C-Companionship, ADC-Adult Day Care and Leave Hours);
- (3) Total service hours per reporting period;
- (4) Total training hours per reporting period; and
- (5) Total hours to be reimbursed at \$2.65 per hourly rate.

2.1.5.2 Volunteer Records

The contractor shall ensure the collection of current and accurate time and volunteer benefits data for each volunteer, as referenced in Paragraph 2.1.7 of **ATTACHMENT I**. Time sheets must record the number of service, training and leave hours and must be signed and dated by both the volunteer and the designated supervisor. The contractor shall store volunteer records in locked files. Personal information contained on the enrollment forms, such as home address, may be disclosed only with the express prior written permission of the volunteer. Records may also be subject to state law or local ordinance governing access to records. The Senior Companion Volunteer File Checklist (**ATTACHMENT XIII**) shall be used as reference to ensure each file contains the following signed and/or completed information:

- (1) Volunteer application;
- (2) Signed and dated Position Description;
- (3) Reference Check documentation;
- (4) Senior Companion's service schedule and time log of hours served signed/dated by volunteer and supervisor.
- (5) Copy of the current written volunteer assignment plan (Volunteer/clients letter of agreement);
- (6) Certification of fitness to serve, based on the most recent annual physical examination (must have been updated within past 12 months);
- (7) Recent annual income eligibility review (must have been updated within the past 12 months);
- (8) Senior Companion's annual performance appraisal;
- (9) Documentation of Level II criminal background screening and National Sex Offender Public Registry check;
- (10) Confidentiality Statement;
- (11) Signed statement of understanding of allowable and prohibited activities;
- (12) Certification of Orientation, training log to track progress toward meeting required hours;
- (13) Copy of grievance procedures; and
- (14) Copy of current driver license and current certificate of auto liability insurance.

2.1.6 COMPILATION AND SUBMISSION OF VOLUNTEER REIMBURSABLE COSTS

2.1.6.1 Total Reimbursable Miles Per Reporting Period

Volunteers receive assistance with the cost of transportation to and from volunteer assignments and official project

activities, including orientation, training, and recognition events. The contractor shall track and document the number of miles each volunteer incurs on a bi-monthly schedule. Mileage should be documented by odometer readings and/or through web based map. The current maximum cost per mile rate is \$0.445 subject to availability of funds.

2.1.6.2 Total Meals To Be Reimbursed Per Reporting Period

The contractor shall track and document the number of meals each volunteer incurs on a bi-monthly schedule. Meal time may be part of the service schedule only if meals are part of the volunteer assignment plan, are taken with the individual served and if the sponsor and the volunteer station deem the taking of meals together to be appropriate to the client. Meals will be reimbursed through the approved payroll vendor at the current rate per meal of \$2.50 subject to the availability of funds.

2.1.7 SUBMISSION OF REQUIRED REPORTS

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

2.2 STAFFING REQUIREMENTS

2.2.1 Staffing Levels

The contractor shall designate at least one staff member responsible for program oversight and technical assistance to subcontractors.

2.2.2 Supervision of Volunteers

The contractor shall ensure volunteers receive proper supervision to maintain a high and consistent level of performance and to ensure that the volunteer operates within the guidelines established by the Corporation and the provider. Volunteer position descriptions will include the name of the staff member(s) authorized to supervise volunteer activities. The contractor's general responsibility in supervision of Senior Companions is to:

- (1) Ensure that volunteer stations designate a staff member to provide supervision of Senior Companions while on assignment and that supervision is effective;
- (2) Concur with the volunteer station staff's assignment of each Senior Companion to each client;
- (3) Ensure the maintenance of a person-to-person relationship between the Senior Companions and the adults to whom they are assigned;
- (4) Provide orientation and regular in-service training to explain policies, enhance skills related to assignments, and provide information concerning community services; and
- (5) Complete periodic on-site visits to monitor the volunteer's satisfaction with the assignment and the progress of the client to determine the appropriateness of the assignment.

2.2.3 Staffing Changes

The contractor shall notify the department's Contract Manager of any changes in the Program Coordinator at the program site within 30 days.

2.3 SERVICE LOCATION AND EQUIPMENT

2.3.1 Service Delivery Location

The contractor shall ensure that the services provided under this contract are available to all residents within the Planning and Service Area (PSA). The primary physical location for the services provided under this contract is where the program can best serve the client's needs.

2.3.2 Service Times

The contractor shall ensure the provision of the services listed in this contract is available at times appropriate to meet client service needs.

2.3.3 Use of Subcontractors

If this contract involves the use of a subcontractor or third party, then the contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the contractor shall notify the department's Contract Manager and the department's Chief Financial Officer in writing of such delay.

The contractor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Paragraph 25 of the Standard Agreement, the department will not be responsible or liable for any obligations or claims resulting from such action.

2.4 EQUIPMENT

- 2.4.1** Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 2.4.2** Contractors and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the department upon request.
- 2.4.3** The contractor's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
- (1) A description of the equipment;
 - (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
 - (3) Source of the equipment, including the award number;
 - (4) Whether title vests in the contractor or the Federal Government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
 - (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a contractor compensates the Federal awarding agency for its share.
- 2.4.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the area plan approved by the department is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (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 to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.
- 2.4.5** The contractor shall not dispose of any equipment or materials provided by the department, or purchased with funds provided through this contract without first obtaining the approval of the department's Contract Manager. When disposing of property or equipment the contractor must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding

source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

- 2.4.6** The department's Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the contractor is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 2.4.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.
- 2.4.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 2.4.9** The contractor must adhere to the department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the department upon request. The contractor has the responsibility to require any subcontractors to comply with the department's ITR procedures.

2.5 DELIVERABLES

2.5.1 Service Unit

The service unit for this contract shall be measured as:

- (1) One hour of companionship, respite or adult day care services provided by a volunteer to an eligible client;
- (2) Volunteer orientation;
- (3) Training, monthly meetings, or recognition hours may be included in this measure; and
- (4) Documentation of completion of physicals and Level II criminal background screenings.

2.5.2 Senior Companion Monthly Service Record Reports

2.6 PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes and Outputs

The success of the contractor in performing the services described in this contract shall be measured by the following criteria:

- (1) The contractor has maintained at least five (5) Volunteer Service Years or 5,220 hours of service of companionship, caregiver respite care, and/or adult day care;
- (2) All volunteers have completed volunteer orientation prior to providing services to clients; and
- (3) All volunteers have completed an average of four (4) hours of training per month.

2.6.2 Performance Definitions

2.6.3 Remedies-Nonconforming Services

The contractor shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in 1.4.1, 2.1 – 2.1.4.7, and 2.2.1 – 2.3.3.

Any nonconforming program services, performance reports or financial records not meeting the aforementioned

requirements shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the contractor. The department requires immediate notice of any significant and/or systemic infractions that compromise the contractor's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.7 **PARTICIPATION: TRAINING, CONFERENCES OR CERTIFICATION PROGRAMS**

The contractor shall ensure that Volunteer Station Coordinators attend the annual Senior Companion Program Coordinators Meeting and participate in quarterly teleconferences. The contractor is strongly encouraged to allow its staff to participate in volunteer management certification programs offered by local volunteer centers.

2.8 **CONTRACTOR'S FINANCIAL OBLIGATIONS**

The contractor shall expend the funds provided in this contract in accordance with **ATTACHMENT VII**, Senior Companion Program Budget Summary.

2.9 **DEPARTMENT RESPONSIBILITIES**

2.9.1 **Department Obligations**

The department is the sponsor of a Senior Companion Program grant with the Corporation for National and Community Services. As a sponsor, the department will:

- (1) Designate a Program Director;
- (2) Furnish adequate accident and liability insurance coverage as required by Corporation for National and Community Services guidelines for the Senior Companions. Senior Companions are not eligible for Worker's Compensation pursuant to section 417 of the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C. 5058), or other employment related benefits; and
- (3) Provide statewide program coordination and support such as technical assistance, training, and other assistance as needed to the recipient including guidance and technical assistance with centralized payroll for volunteers

2.9.1.1 **Program Guidance and Technical Assistance**

The department will provide to the contractor guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the contractor. The Senior Companion Contract Manager will conduct at least one (1) site visit to the contractor's site.

2.9.1.2 **Program/Contract Monitoring**

The department will review and evaluate the performance of the contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the contractor through telephone, in writing, or an on-site visit. The department's determination of acceptable performance shall be conclusive. The contractor agrees to cooperate with the department in monitoring the progress of completion of the service tasks and deliverables. *The department may use, but is not limited to, one or more of the following methods for monitoring:*

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT

3.1 **STATEMENT OF METHOD OF PAYMENT**

The method of payment for volunteer expenses is cost reimbursement. The contractor shall ensure fixed rates for reimbursable services include only those costs that are in accordance with all applicable state and federal statutes and

regulations and are based on audited historical costs in instances where an independent audit is required.

3.2 INVOICE SUBMITTAL AND REQUEST FOR PAYMENT

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106SRC (**ATTACHMENT IX**) and 105SRC (**ATTACHMENT X**) in accordance with the contract budget (**ATTACHMENT VII**). Detail back-up information must be included with the invoice to document all expenses and must be in accordance with the contract budget.

3.2.1 All payment requests shall be based on the submission of actual timely and accurate monthly expenditure reports beginning with the first month of the contract. The schedule for submission requests for payment is **ATTACHMENT VIII** to this contract.

3.2.2 Any payment due by the department under the terms of this contract may be withheld pending the receipt and approval by the department of all financial and programmatic reports due from the contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of this contract.

3.2.3 Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in **ATTACHMENT VII**.

3.3 Date for Final Request for Payment

The final request for payment will be due to the department no later than July 20, 2011.

**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.

Signature	Date
Burt Aaronson	

Name of Authorized Individual	Application or Agreement Number
Palm Beach County Board of County Commissioners	810 Datura Street, WPB, FL 33401
Name and Address of Organization	

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Elder Affairs by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs. 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 conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the provider 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 resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Section 310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Elder Affairs by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Elder Affairs, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Elder Affairs retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Department of Elder Affairs at each of the following addresses:

**Department of Elder Affairs
Attn: Christine Kucera
4040 Esplanade Way Office 335W
Tallahassee, FL 32399-7000**

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

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

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

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

**Department of Elder Affairs
Attn: Christine Kucera
4040 Esplanade Way Office 335W
Tallahassee, FL 32399-7000**

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

The Department of Elder Affairs at each of the following addresses:

**Department of Elder Affairs
Attn: Christine Kucera
4040 Esplanade Way Office 335W
Tallahassee, FL 32399-7000**

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

**ATTACHMENT III
EXHIBIT - 1**

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Senior Companion	CNCS	94.016	\$4,459.00
TOTAL FEDERAL AWARD			\$4,459.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$0

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

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

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

- (1) The contractor and any sub-contractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the contractor (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

Palm Beach County Board of County Commissioners 810 Datura Street, WPB, FL 33401

Name and Address of Contractor

Chair

Signature

Title

Date

Burt Aaronson

Name of Authorized Signer

(Revised June 2008)

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

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

Signature	Date
Chair	<u>Palm Beach County Board of County Commissioners</u>
Title	Agency/Organization

(Certification signature should be same as Contract signature.)

Instructions for Certification

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

(Revised June 2008)

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. 3551 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 Chair
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners	DATE SUBMITTED

**SENIOR COMPANION PROGRAM
BUDGET SUMMARY**

XI311 DOSS

FROM:

TO:

Period Covered:

07/01/10

CONTRACT

6/31/2011

A. CONTRACT BUDGET

			Contract Total	Local Funds	Total Outlays
Volunteer Support Expenses:	0.00	0.00	0.00	0.00	0.00
Level II Background Checks	400.00	0.00	400.00	0.00	400.00
Volunteer Training & Supplies	2,857.00	0.00	2,857.00	0.00	2,857.00
Volunteer Recognition	988.00	0.00	988.00	0.00	988.00
Volunteer Physicals	214.00	0.00	214.00	0.00	214.00
TOTAL REIMBURSEABLE CONTRACT AMOUNT	4,459.00		4,459.00		4,459.00

B. VOLUNTEER BENEFITS TO BE MANAGED BY PAYROLL VENDOR

Volunteer Expenses:					
Stipends					
6 VSys @ \$2,767 each	13,835.00	0.00	13,835.00	0.00	13,835.00
	0.00	0.00	0.00	0.00	0.00
Stipends Subtotal:	13,835.00	0.00	13,835.00	0.00	13,835.00
Other Service Related Costs:					
Meals	3,540.00	0.00	3,540.00	0.00	3,540.00
Volunteer Mileage	9,808.00	0.00	9,808.00	0.00	9,808.00
Support Costs Subtotal:	13,348.00	0.00	13,348.00	0.00	13,348.00
Subtotal	27,183.00	0.00	31,642.00	0.00	27,183.00
Total Volunteer Expense:	27,183.00	0.00	\$27,183.00	0.00	27,183.00
Total:	27,183.00				

REQUIRED VOLUNTEER HOURS:

Total of 5,220 hours funded by Federal Funds
TOTAL HOURS TO BE PERFORMED: 5,220

**SENIOR COMPANION PROGRAM
 REPORT AND PAYMENT SCHEDULE**

Report Number	Based On	Submit to State On This Date
1	July Expenditure Report and Monthly Service Record	August 20 th
2	August Expenditure Report, Monthly Service Record	September 20 th
3	September Expenditure Report and Monthly Service Record	October 20 th
4	October Expenditure Report and Monthly Service Record	November 20 th
5	November Expenditure Report and Monthly Service Record	December 20 th
6	December Expenditure Report and Monthly Service Record	January 20 th
7	January Expenditure Report and Monthly Service Record	February 20 th
8	February Expenditure Report and Monthly Service Record	March 20 th
9	March Expenditure Report and Monthly Service Record	April 20 th
10	April Expenditure Report and Monthly Service Record	May 20 th
11	May Expenditure Report and Monthly Service Record	June 20 th
12	June Expenditure Report and Monthly Service Record	July 20 th
13	Final Expenditure Report and Close out Report	August 20 th

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

**REQUEST FOR PAYMENT
SENIOR COMPANION**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : Advance Request _____ Cost Reimbursement Request _____	This Request Period : From: _____ To: _____ Report #: _____ Contract #: _____ Contract Period: _____ PSA #: _____
---	---	---

CERTIFICATION: I hereby certify that this request conforms with the terms of the above contract.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

PART A: BUDGET SUMMARY	GENERAL REVENUE	FEDERAL FUNDING	TOTAL
1. Approved Contract Amount	\$ _____	\$ _____	\$ _____
2. Previous Funds Received for Contract Period	\$ _____	\$ _____	\$ _____
3. Contract Balance	\$ _____	\$ _____	\$ _____
4. Previous Funds Requested and not Received for Contract Period	\$ _____	\$ _____	\$ _____
5. Contract Balance	\$ _____	\$ _____	\$ _____
PART B: CONTRACT FUNDS REQUEST			
1. Net Expenditures For Month (DOEA Form 105SCP, Part B Line 2)	\$ _____	\$ _____	\$ _____
2. TOTAL	\$ _____	\$ _____	\$ _____

**RECEIPTS AND EXPENDITURE REPORT
SENIOR COMPANION**

PROVIDER NAME, ADDRESS, PHONE# and FEID# 	PROGRAM FUNDING SOURCE: GENERAL REVENUE _____ FEDERAL FUNDS _____	This Report Period: FROM _____ TO _____ Contract Period : _____ Contract # _____ Report # _____ PSA # _____
---	--	--

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and correct and all the outlays herein are for the purposes set forth in the above contract.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A: BUDGETED INCOME/ RECEIPTS	1. Approved Contract Budget	2. Actual Receipts for this Report	3. Total Receipts YTD	4. Percent of Approved Budget
1. Federal Funds.....				
2. State Funds.....				
3. Program Income.....				
4. TOTAL RECEIPTS				

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approve Budget
1. Volunteer Support Expenses.....				
Background Checks.....				
Volunteer Training & Orientation.....				
Volunteer Recognition.....				
Volunteer Physicals.....				
2. TOTAL EXPENDITURES				

# of Clients Served This Month	Companionship Hours	Caregiver Respite Hours	Adult Day Care Hours	Volunteer Leave Hours	Pre-Service Training Hours	In-Service Training Hours	Total Service Volunteer Hours

Total # of Volunteer Physicals Completed: _____	Volunteer Recognition Event Date(s): _____
Total # of Volunteer Recognition Event(s): _____	

Instructions for Completing Senior Companion Monthly Reports

Information contained in the monthly service record and monthly service summary is used to prepare the Senior Companion grant application, program progress reports and other reports required by the Corporation for National and Community Service.

The Monthly Service Record, in Excel format, is used by each volunteer station to track the number of volunteers, service type and number of hours, and the number of clients being served by the program. The Monthly Service Record contains the following workbook tabs: Service Hours, Volunteer Demographics, Client Demographics, Expense Totals and Fund Source, Budget and Invoices, and Program Narrative.

Direct contract providers must email the Monthly Service Record directly to the department's Senior Companion Program Director. A certified and signed original copy must be submitted with the monthly financial report for approval of payment.

The Monthly Service Summary, in Excel format, is used by the Area Agency on Aging (AAA), to summarize area wide progress and to indicate review and approval of monthly service records submitted by providers. The sub-provider must complete the Monthly Service Record electronically and email it to the AAA. The AAA will use the sub-provider's Monthly Service Records to create the Monthly Service Summary. **The AAA will email the Monthly Service Summary and the sub-provider's Monthly Service Records to the Department of Elder Affairs Senior Companion Program Director. A certified and signed original copy must be included in the monthly financial report for approval of payment.**

Completing Monthly Service Record (Attachment XII)
(To be completed by volunteer station)

Excel workbook tab labeled "Service Hours": (Attachment XII-a)

Enter your Organization's name address, phone number, fax number and email address of point of contact

Enter the Local Program Director's Name

Enter the Type of Station

Enter the PSA and County Served

Enter the number Unduplicated Clients Served for the month for each assigned volunteer

Enter the data for each assigned volunteer:

Companionship, Respite, Adult Day Care Hours

Volunteer Leave, Pre-service training and In-service Training Service Hours

Do not leave any fields blank. If no service was provided enter "0". Totals are automatically generated. If you need to add volunteers contact the Department's Senior Companion Program Director.

Click on the Next tab in the Excel workbook

Excel workbook tab labeled "Volunteer Demographics" (Attachment XII)

This spreadsheet counts unduplicated volunteers, meaning the volunteer is only counted once for the month or year. A volunteer is counted as active if he or she performed service or attended training in the current month or current year.

In the monthly block enter "1" for active or "0" for inactive for each volunteer assigned.

In far right block labeled for "Year # active volunteer unduplicated", manually enter "1" for active or "0" for inactive the first month the volunteer became active or is first assigned.

If the volunteer is absent due to health or other reasons and performed service once during the course of the grant year he or she is counted (unduplicated count) only once for the year. **Do not leave any fields blank.**

Enter "volunteer demographics" information in the fields provided for each category. This information will only change as you add or delete volunteers. Enter this information in July of each grant year. Each month make changes as necessary.

Click on the Next tab in the Excel workbook

Excel workbook tab labeled "Client Demographics" (Attachment XII-c)

This worksheet is the same as "Volunteer Demographics" except it is used for "active client unduplicated".

Enter client's last name, initials or first name. To protect the client's privacy it is not necessary to enter the full name.

Enter "1" for active "0" for inactive. **Enter this information based on type of service received (companionship, respite, adult day care).**

In the "Year # active client unduplicated" block manually enter "1" for active or "0" for inactive the first month the client became active.

Enter the client demographics data as indicated.

Click on the Next tab in the Excel workbook

Excel workbook tab labeled "Expense Totals and Fund Source" (Attachment XII-d)

This worksheet is used to track monthly spending by stipends, benefits (travel, meals, physicals, recognition, other) and the types of funds (local, federal, state, other) used.

Enter information in each category for each month. Totals are automatically formulated.

Click on the Next tab in the Excel workbook

Excel workbook tab labeled "Budget and Invoices" (Attachment XII-e)

DO NOT ENTER ANY DATA. The department's Senior Companion Program Director will complete sheet. **Once the data is validated, the spreadsheet will be emailed back to you. This worksheet provides you with an overview of monthly invoices and your overall budget. You may also use this worksheet to project future spending.**

Click on the Next tab in the Excel workbook

Excel workbook tab labeled "Program Narrative" (Attachment XII-f)

The information in this worksheet is used to prepare the Senior Companion grant application, program progress reports and other reports to the Corporation for National and Community Service, our grantor. Enter monthly program narrative on program highlights, client waiting lists, volunteer awards and other program challenges and accomplishments.

SAMPLE MONTHLY SERVICE RECORD – SERVICE HOURS

SAMPLE MONTHLY SERVICE RECORD									
Reporting Station (Name and Address)		This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and statutes. It is intended only for the individuals or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this communication in error, please do not distribute it. Please notify Karen Santos by E-Mail at santosk@eldersaffairs.org and delete the original message. Thank You.							
Your Organization, Inc. 11: N. Surny Florida Avenue Happy, Florida 33111 112-222-1112 Fax: mail:yougon@you.r.org		Phone: E-							
Contract# F-111		Director's Name Here							
Person Completing Report		Director's Name Here							
Total Number of Volunteers Assigned		11							
FSA and/or County (s) Served		PSA 30- Ray of Light County		Type of Station		Companionship, Respite, Adult Day Care, RELIEF, APS		Budget: \$46,226 \$3,387 GR: \$12,839	
						9 YSY		% of YSH spent YTD	
						Volunteer Service Hours (VSH)		10,006	
								44.53%	
Total Number of Faith-Based Stations/Volunteers		Stations							
Stations		0							
Volunteers		0							
Volunteer Hours (date started SCP)		# of Clients Served this Month	Companionship Hours	Caregiver Respite Hours	Adult Day Care Hours	Volunteer Leave Hours	Pre-Service Training Hours	In-Service Training Hours	Total Service Volunteer Hours
SAMPLE VOLUNTEER									
July-07	2	57	0	0	4	0	4	65	
August-07	2	59	0	0	4	0	4	77	
September-07	2	26	0	0	4	0	0	30	
October-07	2	20	0	0	12	0	8	40	
November-07	3	26	0	0	8	0	4	38	
December-07	2	46	0	0	15	0	4	66	
January-08								0	
February-08								0	
March-08								0	
April-08								0	
May-08								0	
June-08								0	
	13	244	0	0	48	0	24	316	
SAMPLE VOLUNTEER									
July-07	2	70	0	0	15	0	4	90	
August-07	2	25	0	0	33	0	4	67	
September-07	0	0	0	0	0	0	0	0	
October-07	0	0	0	0	0	0	0	0	
November-07	0	0	0	0	0	0	0	0	
December-07	0	0	0	0	0	0	0	0	
January-08								0	
February-08								0	
March-08								0	
April-08								0	
May-08								0	
June-08								0	
	4	95	0	0	54	0	8	157	
YTD TOTALS	130	3783.25	13	0	441	3.68	2145	4455.43	

SAMPLE MONTHLY SERVICE RECORD – VOLUNTEER DEMOGRAPHICS

SAMPLE MONTHLY SERVICE RECORD

Requesting Station (Name and Address) Youth Development Inc. 1101 3rd Ave. South Hollywood, FL 33021 Phone: 305-422-1122 Fax: 305-422-1122 Email: youthdev@youthdev.org		This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and directives. It is intended only for the individual(s) to whom it is addressed and may contain information that is privileged, confidential and/or exempt from disclosure under applicable laws. Any unauthorized review, copying, disclosure, or distribution is prohibited. If you have received this communication in error please do not distribute it. Please notify Youth Services by e-mail at YouthServices@youthdev.org and delete the original message. Thank You.																																																																			
Person Completing Report		Director's Name Here																																																																			
FBA and/or County ID Number		FLA 00 - Polk County																																																																			
Type of Station		Charter/Member, Recruit, Other Use, Co., 7th DE, AP2																																																																			
Total Number of Volunteers Assigned		<table border="1"> <tr> <td></td> <td>July-07</td> <td>August-07</td> <td>September-07</td> <td>October-07</td> <td>November-07</td> <td>December-07</td> <td>January-08</td> <td>February-08</td> <td>March-08</td> <td>April-08</td> <td>May-08</td> <td>June-08</td> <td>2008</td> </tr> <tr> <td>Active Volunteers Unassigned</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Active Volunteers Unassigned</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Active Volunteers Unassigned</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> </table>													July-07	August-07	September-07	October-07	November-07	December-07	January-08	February-08	March-08	April-08	May-08	June-08	2008	Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0	Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0	Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0
	July-07	August-07	September-07	October-07	November-07	December-07	January-08	February-08	March-08	April-08	May-08	June-08	2008																																																								
Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0																																																								
Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0																																																								
Active Volunteers Unassigned	0	0	0	0	0	0	0	0	0	0	0	0	0																																																								
Volunteer Station Report		Volunteer Demographics																																																																			
Volunteer, Sample		1																																																																			
Volunteer, Sample		1																																																																			
Volunteer, Sample		1																																																																			
Volunteer, Sample		1																																																																			
TOTALS		4																																																																			
Volunteer Age Group		2008																																																																			
Age 18		0																																																																			
Age 19 - 24		0																																																																			
Age 25 - 34		0																																																																			
Age 35 and Over		0																																																																			
TOTALS		0																																																																			
Sex		0																																																																			
Female		0																																																																			
Male		0																																																																			
TOTALS		0																																																																			
Ethnicity		0																																																																			
Hispanic or Latino		0																																																																			
Non-Hispanic or Non-Latino		0																																																																			
TOTALS		0																																																																			
Race		0																																																																			
American Indian or Alaska Native		0																																																																			
Asian		0																																																																			
Black or African American		0																																																																			
Native Hawaiian or other Pacific Islander		0																																																																			
Other		0																																																																			
TOTALS		0																																																																			
Total Number of Non-Signed Volunteers		0																																																																			
Total Volunteers Who Served in Public Homes		0																																																																			
Applications Turned Away as Over 18 years		0																																																																			
Applications Turned Away as Age 18 or Younger		0																																																																			
Reason for Separation		0																																																																			
Exploitation, sexual, family, other interests		0																																																																			
Health problems, death		0																																																																			
Transportation problems		0																																																																			
Injury sustained in previous activities		0																																																																			
Total		0																																																																			
Volunteer Hours Served		0																																																																			
0 - 19 Hours per month		0																																																																			
20 - 29 Hours per month		0																																																																			
30 - 49 Hours per month		0																																																																			
TOTALS		0																																																																			
Volunteer Client Status		0																																																																			
Some Client Status		0																																																																			
Every 2 Months or Monthly		0																																																																			
Every 3 - 6 Months or Monthly		0																																																																			
None		0																																																																			
TOTALS		0																																																																			
Number of Reader Complaints Led by		0																																																																			
SC Leaders		0																																																																			
TOTALS		0																																																																			
Reader Complaints Received by Senior Campaign Leaders		0																																																																			
Community Volunteers Recruited by Senior Campaign Leaders		0																																																																			

SAMPLE MONTHLY SERVICE RECORD – CLIENT DEMOGRAPHICS

SAMPLE MONTHLY SERVICE RECORD						
Reporting Station (Name and Address) Your Organization, Inc. 111N. Sunny Florida Avenue Happy, Florida 33111 Phone: 112-222-1122 Fax: E-mail:yourgor@your.org			This document, including attachments, is subject to the Federal Information Security Act (FISMA) of 2002 and other applicable information security rules, laws and statutes. It is intended only for the individuals or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this communication in error, please do not distribute it. Please notify Karen Santos by E-Mail at santosk@elderaffairs.org and delete the original message. Thank You.			
Person Completing Report		Director's Name				
PSA and/ or County (s) Served		PSA 50-- Ray of Light County		Companionship		
		July-07		August-07		
		Active Clients Unduplicated		Active Clients Unduplicated		
		September-07		October-07		
		Active Clients Unduplicated		Active Clients Unduplicated		
		November-07		Active Clients Unduplicated		
		Active Clients Unduplicated		Active Clients Unduplicated		
Total Number of Clients Served		19	22	30	19	23
(Category of Service) Companionship						
Insert last Name of Client for Unduplicated Count						
Sample, Client		1	1	0	1	1
Sample, Client		1	1	1	1	0
Sample, Client		0	1	0	1	1
Sample, Client		1	0	1	0	0
Sample, Client		1	0	0	1	1
Respite						
Adult Day Care		0	0	0	0	0
TOTALS		4	3	2	4	3
Ages of Clients Served						
Ages 45-64						
Ages 65 - 74						
Ages 75 - 84						
Ages 85 or higher						
TOTALS		0	0	0	0	0

Monthly Service Activity – Monthly Expense Totals And Funding Source

Signatures	2007			1st Qtr Sub Total	2007				3rd Qtr Sub Total	2008			4th Qtr Sub Total	YTD Total
	July	August	September		October	November	December	January		February	March	April		
Contracts F	\$ 1,646.39	\$ 3,089.05	\$ 2,424.24	\$ 6,159.68	\$ 3,426.91	\$ 3,477.05	\$ 3,369.53	\$ 7,303.49						\$ 15,163.17
Contracts-NF	\$ 857.13	\$ 1,059.88	\$ 908.88	\$ 2,725.89	\$ 818.97	\$ 825.68	\$ 789.84	\$ 2,424.49						\$ 5,154.18
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other														
TOTAL	\$ 3,528.52	\$ 4,118.73	\$ 3,232.32	\$ 10,879.57	\$ 3,275.88	\$ 3,302.73	\$ 3,159.37	\$ 9,737.68						\$ 20,167.56
Minors														
Federal		\$ 9.79	\$ 25.50	\$ 35.29	\$ 17.63	\$ 17.04	\$ 18.00	\$ 33.23						\$ 88.54
N Federal		\$ 3.36	\$ 8.30	\$ 11.76	\$ 5.88	\$ 5.88	\$ 6.00	\$ 17.76						\$ 29.32
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other		\$ 4.50		\$ 7.50		\$ 135.00	\$ 9.35	\$ 144.25						\$ 186.75
TOTAL	\$	\$ 17.55	\$ 34.00	\$ 51.55	\$ 23.51	\$ 158.50	\$ 33.25	\$ 212.24						\$ 266.81
Travel														
Federal														
N Federal														
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other														
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Physicians														
Federal														
N Federal														
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other														
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recognition														
Federal			\$ 45.75	\$ 45.75										\$ 45.75
N Federal			\$ 15.25	\$ 15.25										\$ 15.25
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other														
TOTAL	\$	\$	\$ 61.00	\$ 61.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$ 61.00
Other														
Federal														
N Federal														
Med Waiver														
CCE														
ADI														
Title III														
RELIEF														
Private														
Title VII (APS)														
Other														
TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total	\$ 7,528.52	\$ 4,136.28	\$ 3,327.32	\$ 10,992.12	\$ 3,299.39	\$ 3,461.23	\$ 3,192.62	\$ 9,953.24						\$ 20,945.36
Approved by:		Date:		Title:		Agency Name:								

MONTHLY SERVICE ACTIVITY – BUDGET AND INVOICES

SAMPLE---- MONTHLY SERVICE ACTIVITY

2010-2011 Annual Budget & Invoices		
Insert Name of Agency Here		
Contract #:	Federal	General Revenue
	\$0.00	\$0.00
	MONTHLY INVOICES	
July	\$0.00	\$0.00
August	\$0.00	\$0.00
September	\$0.00	\$0.00
October	\$0.00	\$0.00
November	\$0.00	\$0.00
December	\$0.00	\$0.00
January	\$0.00	\$0.00
February	\$0.00	\$0.00
March	\$0.00	\$0.00
April	\$0.00	\$0.00
May	\$0.00	\$0.00
June	\$0.00	\$0.00
YTD Expended	\$0.00	\$0.00
YTD % Expended	%	%
YTD Total Expended	\$0.00	
Total % Expended		
Remaining Balance	\$0.00	\$0.00
% Remaining	%	%

**[Insert Station Name]
2010-2011 Senior Companion Program Narrative**

July

August

September

October

November

December

January

February

March

April

May

June



SENIOR COMPANION FILE CHECKLIST

Senior Companion Name _____

- Signed position description indicating: responsibilities, goals, time commitment, employee responsible for supervision of volunteer, qualification required, training required
- Completed Volunteer Application
- Completed Reference Check
- Completed FDLE Level II Criminal History screening with results and National Sex Offender Public Registry Check www.nsopr.gov
- Signed confidentiality statement
- Signed statement of understanding for allowable and prohibited activities
- Signed statement of understanding that stipend payments may be considered taxable income (for volunteers who are not Senior Companions)
- Assignment sheet for each client assigned to volunteer indicating frequency and duration of service, actual days and times of service, notes on client condition in enough detail to inform volunteer of what will be found in home, signatures by volunteer and caregiver and agency staff indicating acceptance/agreement
- Service schedule and time log of hours served signed and dated by volunteer and supervisor.
- Certification of orientation and training log including dates with training topics.
- Signed copy of grievance procedures
- Income Verification within the last 12 months
- Age Verification
- Physical and other health screenings (e.g. TB test) within the last 12 months as required.
- Annual Performance Review
- Current Driver License
- Current Certificate of Auto Liability Insurance

ATTACHMENT XIV

**DOEA SENIOR COMPANION PROGRAM
VOLUNTEER PAYROLL SCHEDULE**

	PAY PERIODS		Volunteer Time Log Due For Approval	PAYROLL REPORT DUE	Pay Date
	Begin Date	End Date			
1.	07/01/10	07/17/10	07/19/10	07/22/10	07/30/10
2.	07/18/10	07/31/10	08/02/10	08/05/10	08/13/10
3.	08/01/10	08/14/10	08/16/10	08/19/10	08/27/10
4.	08/15/10	08/28/10	08/30/10	09/02/10	09/10/10
5.	08/29/10	09/11/10	09/13/10	09/16/10	09/24/10
6.	09/12/10	09/25/10	09/27/10	09/30/10	10/08/10
7.	09/26/10	10/09/10	10/11/10	10/14/10	10/22/10
8.	10/10/10	10/23/10	10/25/10	10/28/10	11/05/10
9.	10/24/10	11/06/10	11/08/10	11/11/10	11/19/10
10.	11/07/10	11/20/10	11/22/10	11/25/10	12/03/10
11.	11/21/10	12/04/10	12/06/10	12/09/10	12/17/10
12.	12/05/10	12/18/10	12/20/10	12/23/10	12/31/10
13.	12/19/10	01/01/11	01/03/11	01/06/11	01/14/11
14.	01/02/11	01/15/11	01/17/11	01/20/11	01/28/11
15.	01/30/11	02/12/11	02/14/11	02/17/11	02/25/11
16.	02/13/11	02/26/11	02/28/11	03/03/11	03/11/11
17.	02/27/11	03/12/11	03/14/11	03/17/11	03/25/11
18.	03/13/11	03/26/11	03/28/11	03/31/11	04/08/11
19.	03/27/11	04/09/11	04/11/11	04/14/11	04/22/11
20.	04/10/11	04/23/11	04/25/11	04/28/11	05/06/11
21.	04/24/11	05/07/11	05/09/11	05/12/11	05/20/11
22.	05/08/11	05/21/11	05/23/11	05/26/11	06/03/11
23.	05/22/11	06/04/11	06/06/11	06/09/11	06/17/11
24.	06/05/11	06/18/11	06/20/11	06/23/11	07/01/11
25.	06/19/11	06/30/11	07/02/11	07/05/11	07/13/11

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

CIVIL RIGHTS COMPLIANCE CHECKLIST		
Program/Facility Name <u>Palm Beach County Division of Senior Services</u>	County <u>Palm Beach</u>	AAA/Contractor
Address <u>810 Datura Street, Suite 300</u>	Completed By <u>Faith R. Manfra, Director</u>	
City, State, Zip Code <u>West Palm Beach, FL 33401</u>	Date <u>8/3/2010</u>	Telephone <u>(561) 355-4750</u>

PART I. READ THE ATTACHED INSTRUCTIONS 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:

Social Services and nutritional services funded under Federal, State, and local funding in Palm Beach County, Florida.

2. POPULATION OF AREA SERVED. Source of data:

Total # <u>1,294,654</u>	% White <u>73%</u>	% Black <u>16%</u>	% Hispanic <u>17%</u>	% Other <u>7%</u>	% Female <u>51%</u>		
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3. STAFF CURRENTLY EMPLOYED. Effective date: 4/3/08

Total # <u>64</u>	% White <u>37%</u>	% Black <u>46%</u>	% Hispanic <u>15%</u>	% Other <u>3%</u>	% Female <u>84</u>	% Disabled <u>0</u>	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total # <u>4,953</u>	% White <u>64.61%</u>	% Black <u>22.37%</u>	% Hispanic <u>4.72%</u>	% Other <u>5.47%</u>	% Female <u>68.00%</u>	% Disabled <u>87.28%</u>	% Over 40 <u>100%</u>
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total # <u>7</u>	% White <u>71%</u>	% Black <u>14%</u>	% Hispanic <u>0%</u>	% Other <u>14%</u>	% Female <u>42%</u>	% Disabled <u>0%</u>	
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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
On file with AAA; Filed annually

7. Compare the staff composition to the population. Is staff representative of the population? NA YES NO
 If NA or NO, explain.
Greater minority and female representation on staff than in the population served.

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
Higher percentage of minority representation than in the client populations served

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA YES NO
Consumers must be age 60+

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 disability? If NA or NO, explain. NA YES NO
Consumer must be age 60+

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

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
 0
-
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 disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in 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 disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO

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

21. Do you have a written affirmative action plan? 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 ___/___/___	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Provider's State Contracts List

REPORT PERIOD: From 10/1/2010
To 9/30/2011

PROVIDER INFORMATION:

Name: Palm Beach County Board of County Commissioners Phone #: (561) 355-4707
 Address: 810 Datura Street, WPB, FL 33401 Email: shrodger@pbcgov.org
 FEID: 596000785 Contact: Sharon Rodgers

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1	Y1119	Adult CareFood Program (ACFP)	DOEA	10/1/10	9/30/11	Provides meal reimbursements for seniors attending Adult Day Care. ACFP provides breakfast, lunch and snacks.			\$ 82,835.00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7	LD919	Brief Intervention Treatment for Elders (BRITE)	DCF	3/1/10	2/28/11	BRITE educates, screens, and provides brief intervention and referral for substance abuse treatment. BRITE focuses on providing services within primary and emergency healthcare settings, public health clinics, elder homes and at sites coordinated by aging services.			\$150,000.00
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									232,835.00

SIGNATURE: _____
 TITLE: Chair

DATE: _____

RECEIPTS AND EXPENDITURE REPORT SENIOR COMPANION

PROVIDER NAME, ADDRESS, PHONE# and FEID# 	PROGRAM FUNDING SOURCE: GENERAL REVENUE _____ FEDERAL FUNDS _____	This Report Period: FROM _____ TO _____ Contract Period : _____ Contract # _____ Report # _____ PSA # _____
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CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and correct and all the outlays herein are for the purposes set forth in the above contract.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A: BUDGETED INCOME/ RECEIPTS	1. Approved Contract Budget	2. Actual Receipts for this Report	3. Total Receipts YTD	4. Percent of Approved Budget			
1. Federal Funds..... 2. State Funds..... 3. Program Income..... 4. TOTAL RECEIPTS							
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approve Budget			
1. Volunteer Support Expenses..... Background Checks..... Volunteer Training & Orientation..... Volunteer Recognition..... Volunteer Physicals..... 2. TOTAL EXPENDITURES							
# of Clients Served This Month	Companionship Hours	Caregiver Respite Hours	Adult Day Care Hours	Volunteer Leave Hours	Pre-Service Training Hours	In-Service Training Hours	Total Service Volunteer Hours
Total # of Volunteer Physicals Completed: _____				Volunteer Recognition Event Date(s): _____			
Total # of Volunteer Recognition Event(s): _____							

Attestation Statement

Agreement/Contract Number _____

Amendment Number _____

I, Burt Aaronson, Chair, attest that no changes or revisions have been made to the
(Recipient/Contractor representative)

content of the above referenced agreement/contract or amendment between the Department of Elder Affairs
and

Palm Beach County Board of County Commissioners.
(Recipient/Contractor name)

The only exception to this statement would be for changes in page formatting, due to the differences in
electronic data processing media, which has no affect on the agreement/contract content.

Signature of Recipient/Contractor representative

Date

DOEA Contract Manager to initial and date indicating signatures/initials appropriate on all documents; ready
for DOEA Secretary/designee signature

initial

date