

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2011 **(X) Consent** **() Regular**
() Ordinance **() Public Hearing**

Department

Submitted By: Community Services

Submitted For: Division of Senior Services (DOSS)

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 001 to Contract Renewal No. XI312 (R2011-0869) for the Senior Companion Program (SCP) with the Florida Department of Elder Affairs (DoEA) for the period July 1, 2011 through June 30, 2012, to amend the agreement amount to \$4,142 and to revise and replace contract language and attachments.


Summary: This amendment is being processed at the request of the DoEA. The amendment reduces allocated funding from \$4,459 to \$4,142 and modifies various standard contract provisions. There is no change in the scope of the program and/or services. No County match is required. (DOSS) Countywide (TKF)

Background and Justification: SCP was developed to improve the lives of seniors through volunteering. SCP volunteers, age 55 and older, provide in-home respite, companionship, and one-on-one assistance to elders in congregate meal sites and adult day care centers. DoEA provides mileage paid directly to the volunteer and reimburses DOSS for volunteer support services. Supervision for the volunteers is provided by DOSS. Stipends, meals and mileage are provided by DoEA.

Attachments:

Amendment No. 001

Recommended by:  8/3/11
Department Director / Date

Approved By:  8/8/11
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>4,142</u>	_____	_____	_____	_____
External Revenue	<u>(4,142)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u> <i>* See below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget: Yes X No
Budget Account No.: Fund 1006 Department 144 Unit 1452 Object Var.
Program Var.

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

- * State funds through the Department of Elder Affairs. Previous resolution for SCP is Contract Renewal No. X1312 (R2011-0869).

Departmental Fiscal Review: Taunna Malhotra

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 8/3/11
OFMB VA
8/4/11 *or 8/11*

[Signature] 8/5/11
Contract Administration
8-4-11 B. Wheeler

B. Legal Sufficiency:

[Signature] 8/5/11
Assistant County Attorney

**This amendment complies with
our review requirements.**

C. Other Department Review:

Department Director

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

This AMENDMENT, entered into by the State of Florida, Department of Elder Affairs ("Department") and Palm Beach County Board of County Commissioners ("Contractor"), amends contract XI312.

The purpose of this amendment is to: substitute the original contract amount of \$4,459.00 as cited in contract renewal XI312 for the actual program allocation amount of \$4,142.00. Additionally, this amendment (1) revises and replaces the Standard Contract with an updated version; (2) revises and replaces the Index to Contract Attachments; (3) revises and replaces Attachment I, Statement of Work; (4) revises and replaces Attachment III, Exhibit – 1; (5) revises and replaces Attachment VII, Senior Companion Program Budget Summary; (6) revises and replaces Attachment X, Receipts and Expenditures Report; (7) revises and replaces Attachment XIV, Senior Companion Program Volunteer Payroll Schedule; (8) introduces the related ancillary Attachment D; (9) introduces the related ancillary Attachment G; and (10) introduces the related ancillary Attachment H.

The purpose of this amendment is to amend the following contract sections (Paragraphs and Attachments):

STANDARD CONTRACT:

Revise and replace the Standard Contract with an updated version which has incorporated the following changes, and renumbers all affected paragraphs accordingly:

- (1) Introduce Paragraph 6.4;
- (2) Introduce Paragraph 6.5;
- (3) Introduce Paragraph 31.3; and
- (4) Introduce Paragraph 32.2.

INDEX TO CONTRACT ATTACHMENTS:

Revise and replace Index to Contract Attachments.

ATTACHMENT I (STATEMENT OF WORK):

Revise and replace Attachment I, Statement of Work with an updated version which has incorporated the following changes, and renumbers all affected paragraphs accordingly:

- | | |
|--|---|
| (a) Amend to renumber Paragraph 1.1.1 to 1.1.2; | (r) Amend to renumber Paragraph 2.1.9 to Paragraph 2.1.3.6; |
| (b) Introduce new Paragraph 1.1.1 | (s) Amend to renumber Paragraph 2.1.10 to a new Paragraph 2.1.7; |
| (c) Delete Paragraph 1.2.1; | (t) Amend to renumber Paragraphs 2.1.10.1 through 2.1.10.7 to Paragraphs 2.1.7.1 through 2.1.7.7, respectively; |
| (d) Amend Paragraph 1.3.1; | (u) Amend to renumber Paragraph 2.1.11 to new Paragraph 2.1.4; |
| (e) Introduce Paragraph 1.3.2.1; | (v) Amend to renumber Paragraph 2.1.12 to Paragraph 2.1.3.8; |
| (f) Amend to renumber Paragraphs 2.1.3 to Paragraphs 2.1.2.1; | (w) Amend to renumber Paragraph 2.1.13 to new Paragraph 2.1.5; |
| (g) Amend and renumber Paragraph 2.1.4 to Paragraph 2.1.2.2; | (x) Amend and renumber Paragraph 2.3.3 to Paragraph 2.2.4; |
| (h) Introduce Paragraph 2.1.2.3; | (y) Introduce Paragraphs 2.2.4.1; |
| (i) Introduce a new Paragraph 2.1.3; | (z) Amend and renumber Paragraph 2.6.3 to Paragraph 2.6.2; |
| (j) Amend and renumber Paragraph 2.1.5 to Paragraph 2.1.3.1; | (aa) Introduce Paragraph 2.6.2.1; |
| (k) Introduce Paragraphs 2.1.3.2 through 2.1.3.5; | (bb) Amend to renumber Paragraph 3.3 to Paragraph 3.2.4; and |
| (l) Introduce new Paragraph 2.1.5; | (cc) Amend to renumber Paragraph 3.3.1 to Paragraph 3.2.5. |
| (m) Amend and renumber Paragraph 2.1.6 to Paragraph 2.1.3.3; | |
| (n) Amend and renumber Paragraph 2.1.7 to new Paragraph 2.1.6; | |
| (o) Introduce Paragraphs 2.1.6.1 through 2.1.6.5; | |
| (p) Amend and renumber Paragraph 2.1.8 to Paragraph 2.1.3.7; | |
| (q) Introduce a new Paragraph 2.1.8; | |

CONTRACT ATTACHMENTS:

- (1) Revise and replace Attachment III, Exhibit – 1;
- (2) Revise and replace Attachment VII, Senior Companion Program Budget Summary;
- (3) Revise and replace Attachment X, Receipts and Expenditures Report;
- (4) Revise and replace Attachment XIV, Senior Companion Program Volunteer Payroll Schedule;
- (5) Introduce Attachment D;
- (6) Introduce Attachment G; and
- (7) Introduce Attachment H.

_____ Line denotes completion of above summary _____

STANDARD CONTRACT:

The Standard Contract is hereby replaced with the revised Standard Contract and attached hereto.

INDEX TO CONTRACT ATTACHMENTS:

The Index to Contract Attachments is hereby replaced with the revised Index to Contract Attachments and attached hereto.

ATTACHMENT I (STATEMENT OF WORK):

The Attachment I, Statement of Work is hereby replaced with the revised Standard Contract and attached hereto.

ADDITIONAL ATTACHMENTS:

- (1) Attachment III, Exhibit – 1 is hereby replaced with the revised Attachment III, Exhibit – 1 and attached hereto.
- (2) Attachment VII, Senior Companion Program Budget Summary is hereby replaced with the revised Attachment VII, Senior Companion Program Budget Summary, and attached hereto.
- (3) Attachment X, Receipts and Expenditures Report is hereby replaced with the revised Attachment X, Receipts and Expenditures Report and attached hereto.
- (4) Attachment XIV, Senior Companion Program Volunteer Payroll Schedule is hereby replaced with the revised Attachment XIV, Senior Companion Program Volunteer Payroll Schedule and attached hereto.
- (5) Attachment D, Provider's State Contracts List is hereby introduced and attached hereto.
- (6) Attachment G, SCP Payroll Policies and Procedures is hereby introduced and attached hereto.
- (7) Attachment H, Senior Companion Expense Log is hereby introduced and attached hereto.

This amendment shall be effective on the last date that the amendment has been signed by both Parties.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

This amendment and all of its attachments are hereby made a part of this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this 36 page amendment to be executed by their officials there unto duly authorized.

Contractor: **PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

**STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: CHARLES T. CORLEY

TITLE: _____

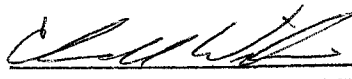
TITLE: INTERIM SECRETARY

DATE: _____

DATE: _____

Federal Tax ID: 59-6000785
Fiscal Year Ending Date: 12/31

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: 
DEPARTMENT HEAD

**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

SENIOR COMPANION PROGRAM

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs, ("Department"), and Palm Beach County Board of County Commissioners, ("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, 2011 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, 2012.

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 \$4,142.00, 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 Contractor 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** In accordance with Appendix A to 2 CFR 215, 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** 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** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will 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 shall 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 will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will 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 Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Contractor shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 7. Compliance with State Law**
- 7.1** 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** The Contractor shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Contractor shall 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 shall 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 shall 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 shall 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 will 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 shall 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, will 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 apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation will be contingent upon the passing of a Level II background check. The background screening will 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, 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, will 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 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2 The Contractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of 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 shall facilitate the duplication and transfer

of any records or documents during the required retention period in Paragraph 10.2.

- 10.4 The Contractor shall assure that the records described in Paragraph 10 will 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), will 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 The Contractor shall provide a financial and compliance audit to the Department as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 10.7 The Contractor shall 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 shall 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 During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).
- 11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will 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 shall provide services in the manner described in **ATTACHMENT I**.

13. **Monitoring by the Department**

The Contractor shall 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 provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Contract Manager.

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

During the term of this contract, the Contractor shall immediately notify the Department if the Contractor, its assignees, subcontractors or affiliates file a claim for bankruptcy. 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 is at all times 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 will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall 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 will 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 are the sole responsibility of the Contractor.

26. Payment

Payments shall be made to the Contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Contractor. The 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 shall 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 will notify the Contractor in writing 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 ensure 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 shall be routinely backed up to ensure 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 ensure all subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.

29. Conflict of Interest

The Contractor shall 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., 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 The Contractor may 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 The Contractor may 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, F.S.

31.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in s. 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

32. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased 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 of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 32.

32.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

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 will 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**
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their 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 of Florida'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 will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will 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 3.2.4 (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 this contract is:	Christine Kucera 4040 Esplanade Way, Suite 335Q 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, D, G and H 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 59 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: _____ *no signature required* _____

SIGNED BY: _____ *no signature required* _____

NAME: _____

NAME: CHARLES T. CORLEY

TITLE: _____

TITLE: INTERIM SECRETARY

DATE: _____

DATE: _____

Federal Tax ID: 59-6000785
Fiscal Year Ending Date: 12/31

Revised Standard Contract
provided as a reference.

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ATTACHMENT I

FLORIDA DEPARTMENT OF ELDER AFFAIRS

STATEMENT OF WORK

SENIOR COMPANION PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

- CNCS Corporation for National and Community Services
- DOEA Department of Elder Affairs
- EFT Electronic Funds Transfer
- SCP Senior Companion Program
- VSH Volunteer Service Hours
- VSX Volunteer Service Years

1.1.2. PROGRAM SPECIFIC TERMS

- Approved Payroll Vendor:** An independent third party company that processes and distributes stipend and volunteer benefit payments either through 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 SCP. The Corporation is sometimes referred to as "CNCS".
- Cost Reimbursement:** 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.
- Department of Elder Affairs (DOEA or Department):** The primary state agency responsible for administering human services programs to benefit Florida's elder population.
- Electronic Funds Transfer (EFT):** The computer-based systems used to transfer electronic financial transactions.
- 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).
- Payment:** Check or direct deposit; i.e., EFT.
- Provider:** The local agency contracted to deliver program services to the community.
- Respite:** In-home assistance for 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 \$5,534.00.

Timely: On or before a due date.

Volunteer Payroll: 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 VSY of 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 elder Floridians. The Department's vision and shared values are to foster a social, economic and intellectual environment for all ages, and especially those age 60 and older, where all can enjoy Florida's unparalleled amenities in order to thrive and prosper. 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.

1.3. GENERAL DESCRIPTION

1.3.1. General Statement

The mission of the SCP is to improve lives, strengthen communities, and foster civic engagement through service and volunteering. 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 430.071, 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.

1.3.2.1 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 provided for informational purposes and are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010;
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.3.3 Scope of Service

The Contractor is responsible for the programmatic, fiscal and operational management of the SCP, including volunteer management, program development and staffing. Volunteer management includes recruitment, retention, training and the processing of related program support expenses in accordance with this contract. The processing of program support expenses shall be limited to the review, approval and timely submittal of volunteer hours, meals and/or mileage reimbursements to the approved payroll vendor. The programmatic responsibility of the Contractor under this contract includes client outreach, publicity and development of collaborative relationships.

1.3.4 Major Program Goals

The major goals of the SCP 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 and persons to be served under the SCP include:

- (1) Home bound persons;
- (2) Primarily older adults; and
- (3) Have one or more physical, emotional or mental health limitations.

1.4.2 Targeted Groups

The Contractor shall ensure that special efforts are to be made to recruit and assign minority, disabled and hard-to-reach individuals and groups, which are under-represented. In addition to serving frail homebound elders at risk of institutionalization, the program volunteers serve the special needs of clients who have Alzheimer's disease or related dementia and clients and caregivers having limited English proficiency.

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

In order to achieve the goals of the SCP, the Contractor shall ensure the following tasks are performed:

- (1) Volunteer recruitment and development; and
- (2) Monitor the performance of its subcontractors.

2.1.2 Volunteer Recruitment

The Contractor shall ensure the recruitment of a sufficient number of volunteers, to support 7 VSYs and meet an annual goal of 7,308 hours of service during the contract period. Recruited volunteers shall be representative of the community they serve and meet program eligibility requirements as outlined in this contract.

2.1.2.1 Volunteer Qualifications

The Contractor shall ensure that all volunteers providing services under this contract are qualified. Volunteer qualifications will be included in all position descriptions and recruitment advertisements. The following are criteria of qualified volunteers:

- (1) Be 55 years of age or older;
- (2) Be determined by a physical examination to be capable with or without reasonable accommodations of

serving adults with special needs without detriment to either himself/herself or the adults served;

- (3) Pass a Level II state criminal registry check and National Sex Offender Public Registry (NSOPR) check;
- (4) Agree to abide by all program requirements; and
- (5) Have an income level that is 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 eligibility criteria may serve as non-stipend volunteers and are entitled to all Senior Companion benefits except the stipend.
- (6) Not be restricted from eligibility to serve as a Senior Companion on the basis on of formal education, experience, race, religion, color, national origin, sex, age, handicap or political affiliation.

2.1.2.2 Volunteer 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 frequency of background checks and reporting arrests is in place and that volunteers comply with the written policy. An individual who is registered, or required to be registered, on a State sex offender registry, is not eligible to serve in the program.

2.1.2.3 Background Screening Confidentiality

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

2.1.3 Volunteer Development

2.1.3.1 Volunteer Orientation

The Contractor shall develop and implement a training plan that includes program pre-service orientation to ensure compliance with requirements. Successful completion of pre-service orientation for each volunteer will be documented in individual volunteer files and updated annually. The following are goals of pre-service orientation:

- (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) Familiarize Senior Companions with the physical health and psychosocial problems of impaired adults and the objectives of their assignment;
- (5) Promote discussion of the roles and activities involved in being a Senior Companion;
- (6) 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
- (7) Provide a general understanding of the economic, social, psychological, and physiological aspects of aging.

2.1.3.2 Volunteer Training Plan

The Contractor shall develop and implement a training plan that includes, but is not limited to, in-service training, meetings and recognition events to ensure compliance with required training hours. The Contractor

shall develop and implement a training policy that outlines participant requirements including, but not limited to, regular tracking of volunteer hours, attendance at mandatory in-service training and meetings. The Contractor shall provide at each volunteer station an in-house procedure that outlines volunteer requirements, such as how missed training sessions will be handled or made up.

2.1.3.3 Volunteer Training

The Contractor shall ensure that each volunteer station provides sufficient training hours annually so that every volunteer can complete an average of four 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.

2.1.3.4 Volunteer Training Documentation

The Contractor shall ensure that each volunteer station documents group volunteer progress toward meeting annual training goals by the agenda and sign-in sheets and properly recorded timesheets. The Contractor shall also document individual progress toward meeting in-service training requirements.

2.1.3.5 Volunteer Service Projects

The Contractor shall ensure that volunteer stations develop and coordinate volunteer 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.

2.1.3.6 Volunteer Assignments

All volunteer assignments must be documented in each individual volunteer's file. In order of priority, assignments should be selected which meet the following criteria:

- (1) 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;
- (2) 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
- (3) 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.

2.1.3.7 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, as well as identifying areas that need improvement. Completed performance reviews must be maintained in each volunteers personnel file. At a minimum, volunteer performance evaluations shall measure the following:

- (1) Performance of tasks/assignments;
- (2) Reliability and promptness;

- (3) Relationships with staff, clients, caregivers and other volunteers;
- (4) Willingness to follow policies and procedures; and
- (5) Attendance at required meetings/training.

2.1.3.8 Volunteer Recognition

The Contractor shall schedule at least one 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 months of the contract year outlining recognition activities and use of budget category.

2.1.4 Volunteer Records

The Contractor shall ensure the collection of current and accurate data for each volunteer. 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 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.

2.1.5 Volunteer Separation

The 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.

2.1.6 Volunteer Stipend and Cost Reimbursement Payments

The Contractor shall ensure Senior Companion volunteers receive a stipend through the approved payroll vendor for the hourly service schedule that Senior Companions spend with clients, paid 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 qualified for stipend. The current rate per hour is \$2.65 as

established by the Corporation. Volunteer may not receive more than \$5,534.00 annually.

- 2.1.6.1** The Contractor shall track and document the number of meals and miles each volunteer incurs on a 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.
- 2.1.6.2** Volunteers receive assistance with the cost of transportation to and from volunteer assignments and official project activities, including orientation, training, and recognition events. 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.
- 2.1.6.3** The Contractor shall ensure complete and accurate SCP timesheets to document all hours qualified for a stipend are reported to the approved payroll vendor in accordance with **ATTACHMENT G**, SCP Payroll Policies and Procedures. The Contractor must use the approved standard SCP timesheet form to 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 before completing and submitting **ATTACHMENT H**, Senior Companion Expense Log for processing.
- 2.1.6.4** 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**) and in accordance with **ATTACHMENT G**, SCP Payroll Policies and Procedures. Volunteers may elect to receive payment via electronic transfer or through check mailed to the Contractor for distribution to volunteers.
- 2.1.6.5** 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 VSH shall be reported in the monthly data report.
- 2.1.7 **Appropriate Senior Companion Activities****
The following activities are appropriate as Senior Companion activities:
- (1) Personal Care;
 - (2) Nutritional Care;
 - (3) Social and Recreational;
 - (4) Home Management;
 - (5) Informative and Advocacy; and
 - (6) Respite care.
- 2.1.7.1 **Personal Care****
Examples of appropriate personal care activities are as follows:
- (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.

2.1.7.2 Nutritional Care

Examples of appropriate nutritional care activities are as follows:

- (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.

2.1.7.3 Social and Recreational

Examples of appropriate social and recreational activities are as follows:

- (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.

2.1.7.4 Home Management

Examples of appropriate home management activities are as follows:

- (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.

2.1.7.5 Informative and Advocacy

Examples of appropriate informative and advocacy activities are as follows:

- (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.

2.1.7.6 Respite Care:

Respite care activities assist homebound clients by providing relief to their caregivers who are in need of respite care to prevent a breakdown in household capability.

2.1.7.7 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.

2.1.8 Monitoring the Performance of Subcontractors

The Contractor shall monitor at least once per year each of its subcontractors, subrecipients, vendors and/or consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

2.2 STAFFING REQUIREMENTS

2.2.1 Staffing Levels

The Contractor shall designate at least one staff member as the Program Coordinator, who is responsible for program and volunteer management and reporting.

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 Contractor. 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 perform the following:

- (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 Contract Manager of any changes in Program Coordinator at each program site within 30 days.

2.2.4 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 Contract Manager and the Department's Chief Financial Officer in writing of such delay.

- 2.2.4.1** 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 21 of the Standard Agreement, the Department will not be responsible or liable for any obligations or claims resulting from such action.

2.3 SERVICE TIMES AND LOCATION

2.3.1 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.

2.3.2 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.

2.4. 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 subcontractors 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; (b) a procedure for conducting a physical inventory of equipment at least once every two years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. Any loss, damage, or theft of equipment shall be investigated and fully documented; and the Contractor shall promptly notify the Contract Manager.

- 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 subcontractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

- 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 Contract Manager. When disposing of property or equipment, the Contractor must submit a written request for disposition instructions to the 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 (e.g., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items).
- 2.4.6** The 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 shall ensure subcontractors 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 one hour of companionship, respite or adult day care services provided by a volunteer to an eligible client. Volunteer orientation, training, monthly meetings, or recognition hours may be included in this measure.

2.5.2 Senior Companion Monthly Service Record Reports

The Contractor shall submit to the Contract Manager a complete and accurate Senior Companion Monthly Service Summary, (**ATTACHMENT XII-g**), by the dates provided in **ATTACHMENT VIII, SENIOR COMPANION INVOICE SCHEDULE**. The summary report serves as verification that the Contractor has reviewed and approved corresponding time logs. Failure to submit timely, accurate monthly reports may result in delay or withholding of reimbursement.

2.6 PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes and Outputs

The success of the Contractor in performing the services described in this contract will be measured by the

following criteria:

- (1) The Contractor has maintained at least 7 VSY or 7,308 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 4 hours of training per month.

2.6.2 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 – 1.4.2, 2.1 – 2.1.5.7, 2.2.1 – 2.3.2 and 2.5.2.

- 2.6.2.1** 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 SCP 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 SCP grant with the Corporation for National and Community Services. As a sponsor, the Department will do the following:

- (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 Contract Manager will conduct at least one 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:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT

3.1 STATEMENT OF METHOD OF PAYMENT

The method of payment for program operating 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. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Department on forms 106SRC (**ATTACHMENT IX**) and 105SRC (**ATTACHMENT X**).

3.2 INVOICE SUBMITTAL AND REQUEST FOR PAYMENT

All requests for payment and expenditure reports submitted to support requests for payment must be on DOE A 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 must 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 of advance requests (when available) and 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 the Standard Contract.

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

3.2.4 Date for Final Request for Payment

The final request for payment will be due to the Department no later than July 20, 2012.

3.2.5 Documentation Supporting Requests for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Department or authorized individuals upon request. Such documentation shall be provided upon request to the Department or the Department of Financial Services.

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	\$4,142.00
TOTAL FEDERAL AWARD			\$4,142.00

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:

Senior Companion Program Budget

XI310 DOSS		FROM:		TO:	
Period Covered:		07/01/11		6/31/2012	
CONTRACT					
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	680.00	0.00	680.00	0.00	680.00
Volunteer Training & Supplies	1,500.00	0.00	1,500.00	0.00	1,500.00
Volunteer Recognition	1,500.00	0.00	1,500.00	0.00	1,500.00
Volunteer Physicals	462.00	0.00	462.00	0.00	462.00
TOTAL REIMBURSEABLE CONTRACT AMOUNT	4,142.00		4,142.00		4,142.00
B. VOLUNTEER BENEFITS TO BE MANAGED BY PAYROLL VENDOR					
Volunteer Expenses:					
Stipends					
7 VSYs @ \$2,767 each	19,369.00	0.00	19,369.00	0.00	19,369.00
	0.00	0.00	0.00	0.00	0.00
Stipends Subtotal:	19,369.00	0.00	19,369.00	0.00	19,369.00
Other Service Related Costs:					
Meals	3,540.00	0.00	3,540.00	0.00	3,540.00
Volunteer Mileage	8,808.00	0.00	8,808.00	0.00	8,808.00
Support Costs Subtotal:	12,348.00	0.00	12,348.00	0.00	12,348.00
Subtotal	31,717.00	0.00	35,859.00	0.00	31,717.00
Total Volunteer Expense:	31,717.00	0.00	\$31,717.00	0.00	31,717.00
Total:		31,717.00			
REQUIRED VOLUNTEER HOURS:					
Total of 7,308 hours funded by Federal Funds					
TOTAL HOURS TO BE PERFORMED: 7,308					

ATTACHMENT X

RECEIPTS AND EXPENDITURE REPORT
SENIOR COMPANION

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

ATTACHMENT XIV

SENIOR COMPANION PROGRAM VOLUNTEER PAYROLL SCHEDULE

BI-WEEKLY SCHEDULE

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

MONTHLY SCHEDULE

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

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone #: _____
Email: _____
Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT G

SCP Payroll Policies and Procedures

1. All volunteer stations will follow the approved annual payroll schedule to be updated each contract year beginning in July.
2. All volunteers must use the approved standard SCP time sheet.
3. Volunteer stations are responsible for collecting, verifying and approving Senior Companion time sheets three days prior to payroll report deadline.
4. The Volunteer Station SCP Coordinator is responsible for reviewing, verifying and approving volunteer time sheets. Time sheets must contain the volunteer and supervisor signature and date to be valid.
5. The Volunteer Station Coordinator is responsible for completing the payroll data report and submitting it along with corresponding time sheets to the Volunteer Station Fiscal Officer or designee for verification and to ensure the data report and time sheets are accurate and contain appropriate signatures.
6. The Volunteer Station Fiscal Officer or designee will review and approve the data report in accordance with the annual payroll schedule.
7. Volunteer stations are responsible for submitting the payroll data report to Amy Mahaffey (ARMahaffey@mainsl.com) at Mains'l Services Inc. and to Scott Marcus (marcuss@elderaffairs.org) at the Department in accordance with the annual payroll schedule.
8. The Volunteer Station Coordinator is responsible for maintaining monthly files that contain signed payroll data reports and corresponding volunteer time sheets.
9. Mains'l Services and the Department staff have a three-day period to review the payroll data report for any discrepancies, budgetary or programmatic issues. Any problems are addressed immediately and corrected before payroll is processed.
10. Mains'l completes payroll processing and forwards a payroll summary report to each volunteer station and the Department staff for additional verification to ensure accuracy and address discrepancies, if any.
11. Mains'l releases payment in accordance with approved schedule. Mains'l mails pay stubs to volunteers with a summary of payroll.
12. On the 20th of each month Mains'l submits a statewide payroll report and contract invoice for the preceding month in accordance with the contract invoice schedule.
13. On the 20th of each month DOEA staff conducts a quality assurance desk review by requesting 3-5 random volunteer time sheets per volunteer station for the preceding month. DOEA staff (SCP Program Coordinator) reconciles hours reported on the payroll data report with volunteer time sheets to ensure compliance with regulations.
14. The DOEA SCP Coordinator reviews the Mains'l contract invoice for accuracy and reconciles expenditures reported on the payroll data reports with volunteer time sheets reviewed as part of quality assurance desk review.
15. The SCP Coordinator submits the Mains'l contract invoice to the supervisor for review and approval and forwards to the Bureau Chief for final review and approval.
16. The DOEA Fiscal office processes the Mains'l contract invoice for payment and forwards the invoice package to the State of Florida Comptroller's Office for release of payment.

