

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2012 ☒ 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:


- A) Standard Contract No. XI313 for the Senior Companion Program (SCP) with the Florida Department of Elder Affairs (DoEA) for the period July 10, 2012, through June 30, 2013, in an amount not to exceed \$2,200 for volunteer support expenses.
- B) Downward Budget Amendment of \$32,324 in the DOSS Administration fund to reconcile the budget to the actual grant award.

Summary: This contract will reimburse DOSS \$2,200 to pay for volunteer level II background checks, training, supplies, recognition, and physicals. Stipends, meals and mileage will be provided by DoEA. Supervision of the Senior Companion volunteers will be provided by DOSS. The downward Budget Amendment is necessary to recognize that the Area Agency on Aging will be responsible for direct payment of client service vendors. No County match is required. (DOSS) Countywide (TKF)

Background and Justification: DoEA Senior Companion Program was developed to improve the lives of seniors through volunteering. Senior Companion volunteers are individuals, age 55 and older, who want to help frail, homebound, at-risk elders and their caregivers to assist them in remaining independent and living in their own homes. The Senior Companion volunteers provide many types of services including: in-home respite, companionship, and one-on-one assistance to elders in center-based respite programs, congregate meal sites, and adult day care centers.

Attachments:

- 1. Standard Contract No. XI313
- 2. Budget Amendment

Recommended by:  Date 6/27/12
 Department Director Date

Approved By:  Date _____
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	2,200				
External Revenue	(2,200)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
--	--	--	--	--	--

Is Item Included In Current Budget? Yes X No _____

Budget Account No.:

Fund 1006 Dept 144 Unit 1452 Object VAR Program Code VAR Program Period _____

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

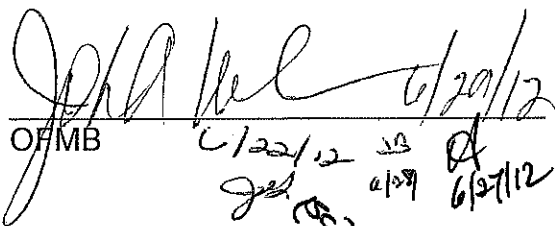
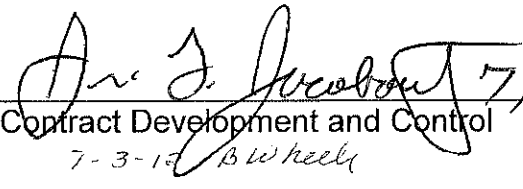
State funds through the Department of Elder Affairs

C. Departmental Fiscal Review:


Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

 6/29/12
OFMB 6/22/12 JB
Jed 6/27/12
 7/3/12
Contract Development and Control
7-3-12 B.W. Kelly

B. Legal Sufficiency:

Senior Assistant County Attorney

C. Other Department Review:

Department Director

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT
FUND 1006 DOSS - Administration

Page 1 of 1 pages

BGRV - 144- 061912*551
BGEX - 144- 061912*1644

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 6/27/12	REMAINING BALANCE
<u>REVENUES</u>								
<u>DOSS-Sr. Companion</u>								
144-1452-3469	State Grant Other Human Services	38,666	38,666		32,324	6,342		
	Total Receipts and Balances	7,701,308	7,741,075	0	32,324	7,708,751		
<u>EXPENDITURES</u>								
<u>DOSS-Sr. Companion</u>								
144-1452-4801	Promotional Activities (Ord 86-19)	17,916	17,916		12,574	5,342	485	4,857
144-1452-4931	Allowances	20,750	20,750		19,750	1,000	0	1,000
	Total Appropriations & Expenditures	7,701,308	7,741,075	0	32,324	7,708,751		

OFMB

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of July 10, 2012

Deputy Clerk to the
Board of County Commissioners

**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.

1.2 Department Mission Statement

To foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The Department's vision is of all Floridians aging with dignity, purpose, and independence. 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.

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, 2012 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, 2013.

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 \$2,200.00, 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)(g), 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 this section 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 2006 Pension Protection Act or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4 The Contractor shall comply with Title 2 CFR Part 175 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.
- 6.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall

include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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.
- 7.6** In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this contract contains \$1 million or more, the Contractor shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

8. Background Screening

The Contractor shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not excepted from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435, F.S.

Further information concerning the procedures for background screening are found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

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 this section 10.2.
- 10.4** The Contractor shall assure that the records described in this section 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, this section 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 of Elder Affairs 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 shall 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. Computer Use and Social Media Policy

The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube (ATTACHMENT E).

30. 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.

31. 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.

32. Purchasing

- 32.1** 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.
- 32.2** 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.
- 32.3** 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.

33. 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.

- 33.1** 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 this section 33.
- 33.2** If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

34. Emergency Preparedness and Continuity of Operations

- 34.1** 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.
- 34.2** In the event a situation results in a cessation of services by a subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

If the contract tasks to be performed require the purchase of equipment with state or federal funds, the following paragraphs apply:

- 35.1** 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].
- 35.2** Contractors and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Department upon request
- 35.3** 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.
- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the area plan approved by the Department is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74
- 35.5** 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 respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** 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).

- 35.7 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.
- 35.8 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
- 35.9 The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Contractor has the responsibility to require any subcontractors to comply with the Department's ITR procedures.
- 36 **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.
37. **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.
38. **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.
39. **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.
- 39.1 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.
40. **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.
41. **Venue**
If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Compliance

The Contractor shall 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.

49. Final Invoice

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

50. 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.

51. Termination

51.1 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.

51.2 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 will 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.

51.3 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.

52. **Electronic Records and Signature**

The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this Agreement.

52.1 The Department's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Department. The Contractor is authorized to conduct electronic transactions with the Department only upon further written consent by the Department.

52.2 Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

53. **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) 414-2062
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.		

54. All Terms and Conditions Included
This contract and its Attachments, I – X, A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R 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 76 page contract, to be executed by their undersigned officials as duly authorized.

Contractor: PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: _____

SIGNED BY: _____

NAME: Shelley Vana

NAME: CHARLES T. CORLEY

TITLE: Chair

TITLE: SECRETARY

DATE: _____

DATE: _____

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

APPROVED AS TO TERMS
AND CONDITIONS

BY: 
DEPARTMENT HEAD

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	15-30
ATTACHMENT II	CERTIFICATION REGARDING LOBBYING	31
ATTACHMENT III	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	32-36
ATTACHMENT IV	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	37
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	38
ATTACHMENT VI	ASSURANCES – NON-CONSTRUCTION PROGRAMS	39-40
ATTACHMENT VII	SENIOR COMPANION PROGRAM BUDGET SUMMARY	41
ATTACHMENT VIII	SENIOR COMPANION PROGRAM INVOICE REPORT SCHEDULE	42
ATTACHMENT IX	REQUEST FOR PAYMENT	43
ATTACHMENT X	RECEIPTS AND EXPENDITURES	44
ATTACHMENT A	SENIOR COMPANION SEMI-ANNUAL DATA REPORT	45-49
ATTACHMENT B	VOLUNTEER PAYROLL SCHEDULE	50
ATTACHMENT C	SCP PAYROLL POLICIES AND PROCEDURES	51
ATTACHMENT D	VOLUNTEER ENROLLMENT FILE CHECKLIST	52
ATTACHMENT E	VOLUNTEER APPLICATION ENROLLMENT & INCOME REVIEW FORM	53-56
ATTACHMENT F	VOLUNTEER PHYSICAL EXAMINATION FORM	57
ATTACHMENT G	VOLUNTEER PRE-SERVICE TRAINING CERTIFICATE	58
ATTACHMENT H	VOLUNTEER ALLOWABLE AND PROHIBITED ACTIVITIES	59-60
ATTACHMENT I	VOLUNTEER PAYROLL ENROLLMENT FORM	61
ATTACHMENT J	CLIENT LETTER OF AGREEMENT	62-63
ATTACHMENT K	VOLUNTEER ASSIGNMENT PLAN	64-65
ATTACHMENT L	VOLUNTEER TIME SHEET AND ACTIVITY LOG	66-67
ATTACHMENT M	SENIOR COMPANION EXPENSE LOG	68
ATTACHMENT N	SAMPLE STATE OF FLORIDA TRAVEL REIMBURSEMENT FORM	69
ATTACHMENT O	VOLUNTEER LEAVE REQUEST FORM	70
ATTACHMENT P	VOLUNTEER PERFORMANCE EVALUATION	71-72
ATTACHMENT Q	SCP DEMOGRAPHICS REPORT (PRS)	73-75
ATTACHMENT R	SCP ANNUAL COMPANIONSHIP SURVEY	76

ATTACHMENT I

**SCOPE OF SERVICE
SENIOR COMPANION PROGRAM**

SECTION I: SERVICES TO BE PROVIDED**1.1 DEFINITIONS OF TERMS AND ACRONYMS****1.1.1 PROGRAM SPECIFIC TERMS**

Approved Payroll Vendor – The independent third party company (Mains'l) that processes and distributes stipends and volunteer benefits through electronic funds transfers (EFTs) or issuance of checks at the conclusion of each payroll cycle.

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

Cost Reimbursements – Stipends to cover incidental costs, meals, and transportation, to enable volunteers to serve without cost to themselves. Also included are the costs of annual physical examinations, volunteer background checks and recognition, which are budgeted as volunteer operation expenses.

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

Letter of Agreement – A written agreement between a volunteer station, the sponsor, the Senior Companion and the homebound elderly individual served or the person legally responsible for the homebound elderly individual. 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) required of all Senior Companion volunteers as a condition of eligibility for participation in the program.

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

Service Learning – A method that allows volunteers to reflect on their volunteer experiences and apply their insights, as outlined in the Senior Companion Program Operations Handbook.

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. The Department of Elder Affairs is the sponsor.

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 at \$2.65 and shall be adjusted by the Corporation's CEO from time to time. The maximum allowable annual stipend is \$5,534, in accordance with the Domestic Service Act, the stipend is not taxable income.

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

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

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

Volunteer Station – The Contractor or 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

To foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The Department's vision is of all Floridians aging with dignity, purpose, and independence. 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 Senior Companion Program improves lives, strengthens communities and fosters civic engagement through service and volunteering. Senior Companions are individuals age 55 and over who help adults with special needs remain independent and living in their own homes. The Senior Companion volunteers provide services including: respite (in-home); escorted transportation; shopping assistance; homemaking; and companionship. The Senior Companions may also provide one-on-one assistance to elders in center-based respite programs, in congregate meal sites, adult day care centers, and assisted living facilities.

1.3.2 Authority

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

1.3.3 Scope of Service

The volunteer station is responsible for volunteer recruitment, training assignments, performance evaluation and the processing of programmatic and financial reports 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 (Mains'l).

1.3.4 Major Program Goals

The major goals of the Senior Companion program are to:

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

1.4 INDIVIDUALS TO BE SERVED

1.4.1 Individual Eligibility

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

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

1.4.2 Targeted Groups

The Volunteer Station 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 dementias 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 Senior Companion Program, the Volunteer Station shall ensure the following tasks are performed:

2.1.2 VOLUNTEER RECRUITMENT

The Volunteer Station 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. The Department reserves the right to adjust VSYs based on local and statewide performance.

Recruited volunteers shall be representative of the community they serve and meet program eligibility requirements as outlined in this contract.

2.1.3 VOLUNTEER ELIGIBILITY

- (1) The Volunteer Station shall screen volunteers for eligibility in accordance with following qualifications required to serve as a Senior Companion:
 - A. Be 55 years of age or older;
 - B. Annually 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;
 - C. Pass a Level II criminal background check and National Sex Offender Public Registry (NSOPR) check; and
 - D. Meet income eligibility requirements. In determining income eligibility, consideration should be given to the following, as set forth in 45 CFR 2551-2552 dated October 1, 1999, as amended per the Federal Register, Vol. 67, No. 188, Friday, September 27, 2002, Vol. 69, No.72, Wednesday, April 14, 2004, and Vol. 69, No. 75, Monday, April 19, 2004:
 - i. Allowable medical expenses are annual out-of-pocket expenses for health insurance premiums, health care services, and medications provided to the applicant, enrollee, or spouse, which were not and will not be paid for by Medicare, Medicaid, other insurance, or by any other third party, and which do not exceed 50 percent of the applicable Corporation income guideline;
 - ii. Annual income is counted for the past 12 months, for serving SCP volunteers, and is projected for the subsequent 12 months for applicants to become SCP volunteers; and
 - iii. Annual income includes the applicant or enrollee's income and the applicant or enrollee's spouse's income, if the spouse lives in the same residence. Sponsors must count the value of shelter, food, and clothing, if provided at no cost by persons related to the applicant, enrollee or spouse.
 - iv. Any person whose income is not more than 100 percent of the DHHS Poverty Guideline for her/his specific family unit shall be given special consideration for participation in the Senior Companion Program. **Clarification regarding Food Stamps:** For eligibility purposes, income does not include the value of food stamps provided under the Food Stamp Act of 1977, as amended.

SCP Income Eligibility Levels
[Based on 200 percent of DHHS poverty guidelines]

Family units of:	One	Two	Three	Four
	\$21,780	\$29,420	\$37,060	\$44,700

*For family units with more than four members, add \$7,640 for each additional member

2.1.4 VOLUNTEER BACKGROUND SCREENING CONFIDENTIALITY

The Volunteer Station must maintain the confidential results of the criminal background screening and document successful passing of the level II screening and National Sex Offender Public Registry check in the volunteer enrollment file.

2.1.5 VOLUNTEER ENROLLMENT

The Volunteer Station must ensure all volunteer eligibility documentation is submitted to the Department for review and approval before a volunteer is enrolled in the payroll system. A Volunteer Enrollment File is required for each volunteer organized in accordance with the Volunteer Enrollment File Checklist (ATTACHMENT F). The volunteer station is required to maintain a full copy of all required volunteer enrollment documentation including:

- (1) Application;
- (2) Proof of age;
- (3) Income Review;
- (4) Criminal Background Screening/NSOPR;
- (5) Physical;
- (6) Pre-Service Training Certification;
- (7) Letter of Agreement;
- (8) Assignment Plans;
- (9) Payroll Enrollment;
- (10) Acknowledgement of Allowable and Unallowable Activities;
- (11) Orientation Certification; and
- (12) Annual Performance Appraisal.

Additional volunteer documentation to be maintained on file at the volunteer station include:

- (13) Proof of Valid Insurance for volunteers who transport clients;
- (14) Confidentiality Statement;
- (15) Publicity Release Statement; and
- (16) In-Service Training certification.

Annual Enrollment

The volunteer station must ensure annual screening and updating of eligibility documentation are submitted for review and approval by the Department. Volunteers whose eligibility documentation has not been updated and approved by June 30 will be placed on payroll suspension and will not be eligible to continue in the program until all eligibility requirements have been met.

2.1.6 VOLUNTEER PRE-SERVICE ORIENTATION

The volunteer station must ensure that enrolled volunteers complete a minimum of 40 hours of orientation of which 20 hours must be pre-service orientation. The goals of pre-service orientation are to

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

administrative details;

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

Volunteers who successfully complete the required 40-hour pre-service orientation will be awarded a certificate (**ATTACHMENT I**) and copies maintained as part of the volunteer's permanent file.

Pre-Service training hours must be recorded on the DOEA SCP standard time sheet and reported on the Volunteer Station Payroll Expense Log for reimbursement to the volunteer in accordance with the payroll schedule.

2.1.7 VOLUNTEER IN-SERVICE TRAINING AND DEVELOPMENT

Mandatory Training

The Volunteer station must ensure volunteers attend monthly four-hour mandatory in-service training sessions or 48 hours of training annually. In-service training should be designed to enhance the volunteers' knowledge, skills and abilities in providing program services. While general information topics may be included as part of in-service 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.

Service Learning

Volunteer stations should adopt Service Learning methods as part of regular in-service meetings as outlined in the Senior Companion Program Operations Handbook found at <http://www.nationalserviceresources.org/files/FY-2010-Handbooks-Annual-Supplement.pdf>. Service Learning allows volunteers to reflect on their volunteer experiences and apply their insights through the following forms:

- (1) Writing, including journal entries, letters, or group summaries;
- (2) Videotaping or audio taping, then playing back for discussion and comment;
- (3) Creative outlets such as drawing, making scrapbooks or commemorative albums; and
- (4) Group projects and discussions.

National Days of Service Observance

Volunteer development shall include the development and coordination of service projects during national days of observance such as "Make a Difference Day" and "Martin Luther King Jr. Day of Service". Volunteer

Stations are required to conduct at least one annual service project as identified, coordinated and executed by Senior Companions and community volunteers. Hours provided during service projects are non-reimbursable.

Reporting Orientation, Pre-Service and In-Service Training Hours

The Volunteer Station must maintain in-service training documentation such as the agenda and sign-in sheet. In-service training hours must be recorded on the DOEA SCP standard time sheet (**ATTACHMENT N**) and reported on the Volunteer Station Payroll Expense Log (**ATTACHMENT O**) for reimbursement to the volunteer in accordance

2.1.8 VOLUNTEER STIPENDS, MEALS AND MILEAGE PAYMENTS

Reimbursements for meals may be provided to volunteers through the approved payroll vendor for meals taken with the client served if the sponsor and the volunteer station deem the taking of meals together to be appropriate to the client and is justified in the volunteer assignment plan. A maximum of one meal per day may be reimbursed at the current rate of \$2.50 per meal, subject to the availability of funds. All meals must be recorded on the DOEA SCP standard time sheet (**ATTACHMENT N**) and reported on the Monthly Payroll Expense Log (**ATTACHMENT O**) for reimbursement to the volunteer in accordance with the payroll schedule.

Volunteers may receive reimbursements for mileage between volunteer assignments and for official service related travel. Travel time between the volunteer's home and place of assignment may not be considered part of the service schedule and is not stipend. Mileage should be documented by odometer readings and through a web-based map which is included in the volunteer assignment plan. All travel mileage permitted under this contract, must be in accordance with s. 112.061, F.S., which requires that mileage be recorded using the State of Florida Travel Reimbursement Request Form (**ATTACHMENT P**). One form may be used per pay period with detailed mileage reports attached and maintained with time sheets. The current maximum cost per mile rate is \$0.445 subject to the availability of funds.

Standard Time Sheets and Payroll

A stipend will be provided to volunteers through the approved payroll vendor for the hourly service schedule that Senior Companions spend with clients, for earned leave, if applicable, and for attendance at official events, e.g., orientation, in-service training, recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered part of the service schedule and is not stipended. The current hourly stipend rate is \$2.65 as established by the Corporation for National and Community Service. Volunteers must serve a minimum of 15 hours and a maximum of 40 hours per week for a maximum 2,088 hours of service and a stipend cap of \$5,534.00 annually. The following policies are required to process SCP payroll:

- (1) All volunteer stations will follow the approved annual payroll schedule;
- (2) Volunteer stations are responsible for collecting, verifying and approving Senior Companion time sheets three days prior to payroll report deadline;
- (3) The Volunteer Station Coordinator is responsible for completing the payroll expense log 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;
- (4) The Volunteer Station Fiscal Officer or designee will review and approve the expense report in accordance with the annual payroll schedule;
- (5) Volunteer stations are responsible for submitting the Monthly Payroll Expense Report to Sara Otkin (SAOtkin@mainsl.com) at Mains'l Services Inc., Affairs in accordance with the annual payroll schedule;

- (6) A copy of the Volunteer Expense Log and corresponding volunteer time sheets and mileage documentation must be submitted to Scott Marcus (marcuss@elderaffairs.org) at the Department of Elder Affairs in accordance with the annual payroll schedule;
- (7) The Volunteer Station Coordinator is responsible for maintaining monthly files that contain scopes of Volunteer Expense Logs, volunteer time sheets and mileage documentation;
- (8) Mains'l Services and the Department of Elder Affairs staff have a three-day period to review the payroll data report for any discrepancies or budgetary issues. Any problems will be addressed immediately and corrected before payroll is processed;
- (9) Mains'l completes payroll processing and forwards a payroll summary report to each volunteer station and the Department of Elder Affairs staff for additional verification to ensure accuracy and address discrepancies, if any;
- (10) Mains'l releases payment in accordance with approved schedule; and
- (11) The DOEA SCP Coordinator will review and reconcile volunteer time sheets with hours reported on expense logs.

The volunteer station shall ensure volunteers submit timely, complete and accurate volunteer timesheets for all stipend hours on the approved DOEA SCP Standard Time Sheet (**ATTACHMENT N**). The volunteer station shall verify reported hours and confirm timesheets are signed and dated by both the volunteer and designated supervisor, prior to approving the Payroll Expense Report. The Volunteer Station will record approved hours served on the Payroll Expense Report and submit to the approved payroll vendor and the Department in accordance with the payroll schedule.

The volunteer station 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**).

Volunteer Leave

The Volunteer Station must ensure that paid leave for Senior Companions is requested in writing by the volunteer and approved for absence under certain conditions. Leave may be granted for the following purposes:

- (1) Vacation – leave for a maximum of a two-week period;
- (2) Annual Leave for transaction of personal business which cannot be conducted during off duty hours;
- (3) Religious holiday leave other than designated holidays. To be eligible for stipended holidays:
 - (a) The holiday must be a regularly scheduled service day for the Senior Companion volunteer;
 - (b) If the volunteer serves a client on a scheduled holiday, regular pay will be provided and the holiday pay is forfeited;
 - (c) The volunteer may not substitute the holiday for another day;
 - (d) The following nine state designated holidays shall be observed:
 - January – New Year's Day and Martin Luther King Day;
 - May – Memorial Day;
 - July – Independence Day;
 - September – Labor Day;
 - November - Veterans Day, Thanksgiving Day and the day after; and
 - December – Christmas Day.
- (4) Illness – absence from duty because of personal illness, doctor's appointments, dental appointments and legal quarantine for the Senior Companion or their immediate family (spouse, minor children, minor stepchildren, child or step-child incapable of self care or parents). A Senior Companion claiming sick

leave should either be at home, in the hospital, at the doctor's office or any other location directly related to the illness or injury for which the leave is being taken. An absence from duty for more than 5 days may require medical documentation upon return to service;

- (5) Bereavement – Leave to attend memorial services resulting from the death of a family member or a client may be granted up to eight (8) hours stipend leave;
- (6) Hazardous weather days – Leave when the volunteer is notified by the volunteer station if the following occurs:
 - (a) Radio or television announcement of local government closings due to unique road and weather conditions. Volunteers should adhere to these notices;
 - (b) The National Weather Service/Volunteer station declares a hazardous weather day, volunteers should stay home that day.

Note: Applicable only if the volunteer is scheduled to serve on that particular day.

Senior Companions will be allotted one hundred (100) hours of stipend leave beginning July 1st of each year. Balances as of June 30th, each year will not roll over into the next year and there is no payout for unused leave. The following policies are required:

- (1) Volunteers must serve a minimum of ninety (90) days before they are eligible for paid leave. New volunteers will receive a prorated amount of paid leave based on the number of months remaining in the program year. (Example: a volunteer who begins service in October will be eligible for leave in January but will only receive 50 hours of leave for 6 remaining months or half of the 100 hours);
- (2) All leave must be approved in writing at least two (2) weeks in advance using the SCP Volunteer Leave Request Form (**ATTACHMENT Q**) and reported on time sheets. For unexpected absences due to illness or other reasons, a volunteer leave request form must be completed and submitted for approval upon return to service;
- (3) Leave hours must be documented on DOEA SCP time sheets with the approved leave request form. Volunteer Station supervisors are responsible for verifying leave balances before approving leave requested or reported on time sheets and expense logs. DOEA staff will review leave hours on a monthly basis and monitor leave use and balances;
- (4) Volunteer stations must provide in-service training to volunteers regarding attendance, reporting to service and on how to report service, training and leave hours on time sheets;
- (5) Volunteer Station Supervisors will report leave recorded on time sheets and on the Volunteer Payroll Expense Log. The payroll vendor will track leave used and leave balances and will include balance information on the volunteer payroll pay stub and reports to volunteer stations and the Department; and
- (6) Adjustments to leave balances due to new volunteer proration will be communicated in writing to the payroll vendor: Mains'l Services, Inc. and DOEA.

2.1.9 VOLUNTEER ASSIGNMENT

The Volunteer Station must ensure that all volunteer assignments are documented using the approved DOEA Standard SCP Volunteer Assignment Plan Form (**ATTACHMENT M**) for the specific service type. The assignment plan must document each client to be served and the times of service. In general hours reported on time sheets should reconcile with schedules established in the assignment plans. Assignment plans must be reviewed and updated annually to ensure the service being provided is needed and appropriate. All volunteer assignments will be reviewed and approved by the Department as part of the annual enrollment process

In order of priority, assignments should be selected which:

- (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.

Client Letter of Agreement

Volunteer stations must secure Letters of Agreement for In-Home placement authorizing and describing the Senior Companion's activities in each home. Attachment L, (See Appendix 7 for a sample Letter of Agreement.) The requirement for Letters of Agreement is incorporated in the Memorandum of Understanding with the volunteer station. This agreement constitutes an individual volunteer assignment plan and contains a statement authorizing a Senior Companion assignment in the client's home and designating the activities to be performed. The statement also defines arrangements for days and hours of service and specifies the plan for supervision of the Senior Companion. The client or his/her legal representative(s), the Senior Companion, and the volunteer station supervisor sign the statement.

Termination of Assignments

Volunteer station staff should be alert to changes or problems which may lead to assignment termination, such as the following:

- (1) The client develops acute functional difficulties;
- (2) The client's condition improves to the point where Senior Companion services are no longer needed;
- (3) A helping network of family and friends revitalizes, assuming the Senior Companion's care giving role;
- (4) The relationship is no longer meaningful or satisfying to the Senior Companion or the client; and
- (5) When the Senior Companion's physical or mental condition is detrimental to himself or herself or to the client served.

APPROPRIATE SENIOR COMPANION ACTIVITIES

The Volunteer station must ensure compliance with the standards of service provision for the following activities as discussed in volunteer pre-service orientation.

2.1.10.1 Personal Care:

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

2.1.10.2 Nutrition:

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

2.1.10.3 Social/Recreation:

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

2.1.10.4 Home Management:

- (1) Light shopping, doing errands;

- (2) Writing letters, reading, and filling out forms;
- (3) Doing light housekeeping;
- (4) Doing light gardening; and
- (4) Making non-strenuous home repairs/weatherization improvements.

2.1.10.5 Information and Advocacy:

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

2.1.10.6 Respite Care:

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

2.1.10.7 Inappropriate Senior Companion Activities

The volunteer station shall ensure Senior Companions do not perform inappropriate 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;
- (15) Leading group recreational or social activities;
- (16) Clerical work or other office assistance to the volunteer station; and
- (17) Political activity:
 - (a) No part of program funds or volunteer time may be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office or any voter registration activity;
 - (b) No project may be conducted in a manner involving use of funds, the provision of services, space or facilities, or the employment or assignment of personnel in a manner that identifies the project with:
 - i. Any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election; or;
 - ii. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or;
 - iii. Any voter registration activity except that voter registration applications and nonpartisan voter registration information may be made available to the public on the premise of the sponsor. But in making registration applications and nonpartisan voter information available, employees of the sponsor and volunteers may not express preferences to seek to influence decisions concerning any candidate, political party, election issue or voting decision.
 - (c) No Senior Companion or employee of the volunteer station may take any action, when serving in

- such capacity with respect to a partisan or non-partisan political activity that would result in the identification or apparent identification of the Senior Companion Program with such activity; and
- (d) The volunteer station may not use grant funds in any activity that influences the passage or defeat of legislation or proposals by initiative petition, except as follows:
- i. In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests a Senior Companion, or project staff draft, review, or testify regarding measures or to make representation to such legislative body, committee, member; or
 - ii. In connection with an authorization or appropriations measure directly affecting the operation of the Senior Companion Program.

2.1.11 VOLUNTEER RECOGNITION

The Volunteer Station shall schedule at least one event during the term of this contract that recognizes the service and accomplishments of volunteers and participate in the Department's annual Golden Choices Awards Volunteer Recognition. Appropriate recognition for Senior Companions:

- (1) At least annually, the volunteer station plans and arranges for formal public recognition of Senior Companions' service to the community;
- (2) Informal recognition should be on-going. This includes listening to and acting upon recommendations by Senior Companions, offering honest praise, and providing assignments that are increasingly satisfying;
- (3) Recognition events may consist of special ceremonies, teas, breakfasts, luncheons, and recreational outings at which pins and certificates for stipulated terms of service are awarded; and
- (4) To emphasize the importance of the occasion, Department Corporation Field and Headquarters staff, as well as city and county officials and officers of local organizations, may be invited to recognition events.

2.1.12 VOLUNTEER PERFORMANCE REVIEWS

The Volunteer Station shall ensure performance reviews for each volunteer are conducted using the standard DOE A SCP Performance Appraisal Form (**ATTACHMENT R**) at least annually to determine performance, progress and program continuation. The Volunteer Station 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. Volunteer annual performance reviews must be conducted between May and June 15 and submitted to the Department along with updated eligibility documentation for re-enrollment in the program's payroll system.

2.1.13 VOLUNTEER SEPERATION

A Volunteer Station may separate a volunteer for cause, including but not limited to, extensive or unauthorized absences, misconduct, and 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 Volunteer Station's service policy.

2.1.14 PROGRAM EVALUATION

The volunteer station agrees to conduct client surveys (**ATTACHMENT T and U**) developed by the DOE A to measure service impact, evaluate progress towards meeting community need and to assist in reporting outcomes. In addition to client surveys, the Volunteer Station will participate in any additional program evaluations that assess future service needs or evaluate the efficiency of the program.

2.2 STAFFING REQUIREMENTS

2.2.1 Staffing Levels

The Volunteer Station shall designate at least one staff member responsible for program coordination.

2.2.2 Supervision of Volunteers

The Volunteer Station 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. Volunteer position descriptions will include the name of the staff member(s) authorized to supervise volunteer activities. The Volunteer Station's general responsibility in supervision of Senior Companions is to:

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

2.2.3 Staffing Changes

The Volunteer Station shall notify the Department's Contract Manager of any changes in Program Coordinator within 30 days.

2.3 SERVICE LOCATION AND EQUIPMENT

2.3.1 Service Delivery Location

The Volunteer Station shall ensure that the services provided under this contract are available to all residents within the service area. The primary physical location for the services provided under this contract is where the program can best serve the client's needs.

2.3.2 Service Times

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

2.4 DELIVERABLES

2.4.1 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.

2.4.2 Semi-Annual Data Reports

The Volunteer Station shall submit to the Department's Contract Manager a complete and accurate Senior Companion Data Report, (**ATTACHMENT A**), by the dates provided in **ATTACHMENT VIII, SENIOR COMPANION INVOICE REPORT SCHEDULE**. Failure to submit timely, accurate monthly reports may result in delay or withholding of reimbursement.

Semi-Annual Demographics Report

The Volunteer Station shall submit to the Department's Contract Manager a complete and accurate Demographics report (**ATTACHMENT S**), by the dates provided in (**ATTACHMENT VIII**), **SENIOR COMPANION INVOICE REPORT SCHEDULE**. Failure to submit timely, accurate monthly reports may result in delay or withholding of reimbursement.

2.4 PERFORMANCE SPECIFICATIONS

2.5.1 Outcomes and Outputs

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

- (1) The Volunteer Station has maintained at least 7 Volunteer Service Years 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.

2.5.2 Performance Definitions

2.5.3 Remedies-Nonconforming Services

The Volunteer Station 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 – 2.1.13, and 2.2.1 – 2.3.3.

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

2.6 PARTICIPATION: TRAINING, CONFERENCES OR CERTIFICATION PROGRAMS

The Volunteer Station shall ensure that Volunteer Station Coordinators participate in quarterly teleconferences. The Volunteer Station is strongly encouraged to allow its staff to participate in volunteer management certification programs offered by local volunteer centers.

2.7 VOLUNTEER STATION'S FINANCIAL OBLIGATIONS

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

2.8 DEPARTMENT RESPONSIBILITIES

2.8.1 Department Obligations

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

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

Manage the Senior Companion program budget for volunteer stipends, meals and mileage payment through the management of the centralized payroll system.

2.8.1.1 Program Guidance and Technical Assistance

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

2.8.1.2 Program/Contract Monitoring

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

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

Other procedures as deemed necessary fulfillment of the contract by the Contractor. The Senior Companion Contract Manager will conduct at least one site visit to the Contractor's site.

2.8.1.3 Budget Management

The Department will allocate funds in accordance with Budget (**ATTACHMENT VII**) to the volunteer station for operational expenses including volunteer physicals, background screenings, training and recognition as a working budget. Operational expenses are reimbursed to the Volunteer Stations through monthly contract invoices as outlined in Section III 3.1 Method of Payment.

The Department will also allocate estimated funds for volunteer benefits including stipends, meals and mileage to the volunteer station Budget (**ATTACHMENT VII**) and reimburse to the payroll vendor for payment to volunteers.

The Department reserves the right to move funds between categories and among volunteer stations as needed to ensure full expenditure of grant funds.

SECTION III: METHOD OF PAYMENT**3.1 STATEMENT OF METHOD OF PAYMENT**

The method of payment in this agreement is cost reimbursement for the following operation expenses: Physicals; Background check; training/supplies; and volunteer recognition. The Department allocates funds to the Contractor on a cost reimbursement basis, for actual (allowable) expenditures incurred pursuant to the terms of the agreement for a total dollar amount not to exceed the availability of funds. The Volunteer Station shall consolidate all requests for payment from Volunteer Stations 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 shall be on DOEA forms 106SRC (**ATTACHMENT IX**) and 105SRC (**ATTACHMENT X**) in accordance with the contract budget (**ATTACHMENT VII**). Detail back-up information must be included with the invoice to document all expenses and must be in accordance with the contract budget.

3.2.1 All payment requests shall be based on the submission of actual, timely and accurate monthly expenditure reports beginning with the first month of the contract.

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 Volunteer Station and any adjustments thereto, including any disallowance not resolved as outlined in section 22 of this contract.

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

3.3 Date for Final Request for Payment

The final request for payment will be due to the Department no later than July 13, 2013.

3.3.1 Documentation Supporting Requests for Payment

The Contractor shall submit and maintain documentation to support payment requests. Payment will be authorized only for allowable expenses, which are in accordance with the approved line item budget and supported with adequate documentation. The Department of Elder Affairs reserves the right to require further documentation on an as needed basis. The following is a list of items frequently included on invoices and the type of documentation required:

- (1) **Postage and Reproductive Services** - Purchases made from outside vendors must be supported by invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation;
- (2) **Volunteer Training:**
 - a) Expenses related to training facilitators or courses are also allowable under this budget category. For reimbursement of training expenses, a training agenda and sign-in sheet must accompany the vendor invoice (or purchase receipt) and documentation that the invoice was paid; and
 - b) Meals may be provided for training within the allowable meal time frames and as follows: \$6/breakfast (6am – 8am,), \$11/lunch (12pm - 2pm), \$19/dinners (6pm – 8pm). Refreshments may not exceed the maximum allowable meal reimbursement per volunteer.
- (3) **Volunteer Recognition** - Volunteer recognition expenses may include recognition items such as awards, certificates, and other program promotional materials at a reasonable per volunteer cost. A vendor invoice and proof of payment to the vendor is required for reimbursement;
- (4) **Background Screenings** - Documentation related to background screenings includes the official request for the screening per volunteer, an invoice, and proof of payment and documentation of completed check; and
- (5) **Supplies** - Supplies purchased in support of volunteer recruitment, training and management of volunteer files must be documented with a purchase order request that states the purpose in which the supplies will be used to support the SCP, the invoice and proof of payment for the expenses.

ATTACHMENT II

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Date

Shelley Vana, Chair

Name of Authorized Individual

Application or Agreement Number

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

Name and Address of Organization

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

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

Monitoring

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

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the Contractor expends \$500,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through the Department of Elder Affairs by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of federal awards, including federal resources received from the Department of Elder Affairs. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the Contractor expends less than \$500,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

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

PART II: STATE FUNDED

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

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

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

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

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

PART III: REPORT SUBMISSION

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

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

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

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

Federal Audit Clearinghouse

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

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

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

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

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

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

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

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

ATTACHMENT III
EXHIBIT – 1

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Senior Companion	CNCS	94.016	\$2,200.00
TOTAL FEDERAL AWARD			\$2,200.00

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			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$0

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

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

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

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

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

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

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

The Contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

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

Palm Beach County Board of County Commissioners, 810 Datura Street, WPB, FL 33401
Name and Address of Contractor

Signature Shelley Vana	Chair Title	Date
---------------------------	----------------	------

Name of Authorized Signer

(Revised June 2008)

ATTACHMENT V

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

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

Signature
Chair

Date
Palm Beach County Board of County Commissioners

Title

Agency/Organization

(Certification signature should be same as Contract signature.)

Instructions for Certification

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

(Revised June 2008)

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chair	
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners		DATE SUBMITTED

Senior Companion Program Budget

XI313 DOSS		FROM:	TO:	
Service Type: Companionship		Period Covered:	CONTRACT	
		07/01/12	6/31/2013	
A. CONTRACT BUDGET			Contract Total	Local Funds Total Outlays
Volunteer Support Expenses:	0.00	0.00	0.00	0.00
Level II Background Checks	600.00	0.00	600.00	600.00
Volunteer Training & Supplies	800.00	0.00	800.00	800.00
Volunteer Recognition	300.00	0.00	300.00	300.00
Volunteer Physicals	500.00	0.00	500.00	500.00
TOTAL REIMBURSEABLE CONTRACT AMOUNT	2,200.00		2,200.00	2,200.00
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	19,369.00
	0.00	0.00	0.00	0.00
Stipends Subtotal:	19,369.00	0.00	19,369.00	19,369.00
Other Service Related Costs:				
Meals	3,500.00	0.00	3,500.00	3,500.00
Volunteer Mileage	6,808.00	0.00	6,808.00	6,808.00
Support Costs Subtotal:	10,308.00	0.00	10,308.00	10,308.00
Subtotal	29,677.00	0.00	31,877.00	29,677.00
Total Volunteer Expense:		29,677.00	0.00	29,677.00
Total:		29,677.00		
REQUIRED VOLUNTEER HOURS:				
Total of 7,308 hours funded by Federal Funds				
TOTAL HOURS TO BE PERFORMED: 7,308				

ATTACHMENT VIII

SENIOR COMPANION PROGRAM INVOICE REPORT SCHEDULE

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

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

REQUEST FOR PAYMENT
SENIOR COMPANION

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT :	This Request Period :	
	Advance Request _____ Cost Reimbursement Request _____	From: _____ To: _____ Report #: _____ Contract #: _____ Contract Period: _____ PSA #: _____	
CERTIFICATION: I hereby certify that this request conforms with the terms of the above contract.			
Prepared by: _____ Date: _____ Approved by: _____ Date: _____			
PART A: BUDGET SUMMARY	GENERAL REVENUE	FEDERAL FUNDING	TOTAL
1. Approved Contract Amount	\$ _____	\$ _____	\$ _____
2. Previous Funds Received for Contract Period	\$ _____	\$ _____	\$ _____
3. Contract Balance (line 1 minus line 2)	\$ _____	\$ _____	\$ _____
4. Previous Funds Requested and not Received for Contract Period	\$ _____	\$ _____	\$ _____
5. Contract Balance (line 3 minus line 4)	\$ _____	\$ _____	\$ _____
PART B: CONTRACT FUNDS REQUEST			
1. Net Expenditures For Month (DOEA Form 105SCP, Part B Line 2)	\$ _____	\$ _____	\$ _____
2. TOTAL	\$ _____	\$ _____	\$ _____

RECEIPTS AND EXPENDITURE REPORT SENIOR COMPANION

PROVIDER NAME, ADDRESS, PHONE# and FEID# 				PROGRAM FUNDING SOURCE: GENERAL REVENUE _____ FEDERAL FUNDS _____		This Report Period: FROM _____ TO _____ Contract Period : _____ Contract # _____ Report # _____ PSA # _____	
				CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and correct and all the outlays herein are for the purposes set forth in the above contract.			
Prepared by : _____ Date : _____ Approved by : _____ Date : _____							
PART A: BUDGETED INCOME/ RECEIPTS 1. Federal Funds..... 2. State Funds..... 3. Program Income..... 4. TOTAL RECEIPTS				1. Approved Contract Budget	2. Actual Receipts for this Report	3. Total Receipts YTD	4. Percent of Approved Budget
PART B : EXPENDITURES 1. Volunteer Support Expenses..... Background Checks..... Volunteer Training & Orientation..... Volunteer Recognition..... Volunteer Physicals..... 2. TOTAL EXPENDITURES				1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approve Budget
# 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): _____							

Contract No. XI313

Detailed Monthly Senior Corps Project Information Report
Community Service System By Senior Corps Action Program
Grant Number: 07SC3P001
Reporting Periods July 1, 2012 - June 30, 2013

[illegible]

Detailed Monthly Status Report
Community Improvement Program
Reporting Period: July 1, 2012 - June 30, 2013

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enter Volunteer Station Name
Senior Companion Program
Monthly Narrative Report

July:
August:
September:
October:
November:
December:

Enter Volunteer Station Name
Senior Companion Program
Monthly Narrative Report

January:

February:

March:

April:

May:

June:

ATTACHMENT B

SENIOR COMPANION PROGRAM VOLUNTEER PAYROLL SCHEDULE

BI-WEEKLY SCHEDULESENIOR 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.	07/01/12	07/13/12	07/16/12	07/19/12	07/27/12
2.	07/14/12	07/27/12	08/01/12	08/03/12	08/11/12
3.	07/28/12	08/10/12	08/13/12	08/16/12	08/24/12
4.	08/11/12	08/24/12	08/27/12	08/30/12	09/07/12
5.	08/25/12	09/07/12	09/10/12	09/13/12	09/21/12
6.	09/08/12	09/21/12	09/24/12	09/27/12	10/05/12
7.	09/22/12	10/05/12	10/08/12	10/11/12	10/19/12
8.	10/06/12	10/19/12	10/22/12	10/25/12	11/02/12
9.	10/20/12	11/02/12	11/05/12	11/08/12	11/15/12
10.	11/03/12	11/16/12	11/19/12	11/22/12	12/01/12
11.	11/17/12	11/30/12	12/02/12	12/05/12	12/13/12
12.	12/01/12	12/14/12	12/19/12	12/22/12	12/30/12
13.	12/15/12	12/28/12	01/02/13	01/05/13	01/13/13
14.	12/29/12	01/11/13	01/14/13	01/18/13	01/27/13
15.	01/12/13	01/25/13	01/29/13	02/02/13	02/10/13
16.	01/26/13	02/08/13	02/11/13	02/14/13	02/23/13
17.	02/09/13	02/22/13	02/25/13	03/01/13	03/08/13
18.	02/23/13	03/08/13	03/11/13	03/14/13	03/23/13
19.	03/09/13	03/22/13	03/25/13	03/29/13	04/08/13
20.	03/23/13	04/05/13	04/08/13	04/12/13	04/20/13
21.	04/06/13	04/19/13	04/22/13	04/26/13	05/04/13
22.	04/20/13	05/03/13	05/06/13	05/10/13	05/18/13
23.	05/04/13	05/17/13	05/20/13	05/24/13	06/01/13
24.	05/18/13	05/31/13	06/03/13	06/07/13	06/15/13
25.	06/01/13	06/14/13	06/17/13	06/21/13	06/29/13
26.	06/15/13	06/30/13	07/02/13	07/05/13	07/13/13

MONTHLY SCHEDULE

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

ATTACHMENT C

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 Sara Otkin (SAOtkin@mainsl.com) at Mains'l Services Inc. and to Scott Marcus (marcuss@elderaffairs.org) at the Department of Elder Affairs in accordance with the annual payroll schedule.
8. A copy of the Volunteer Expense Log and corresponding volunteer time sheets and mileage documentation must be submitted to Scott Marcus (marcuss@elderaffairs.org) at the Department of Elder Affairs in accordance with the annual payroll schedule;
9. The Volunteer Station Coordinator is responsible for maintaining monthly files that contain signed payroll data reports and corresponding volunteer time sheets.
10. Mains'l Services and the Department of Elder Affairs 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.
11. Mains'l completes payroll processing and forwards a payroll summary report to each volunteer station and the Department of Elder Affairs staff for additional verification to ensure accuracy and address discrepancies, if any.
12. Mains'l releases payment in accordance with approved schedule. Mains'l mails pay stubs to volunteers with a summary of payroll.
13. 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.
14. By the 15th of each month the DOEA staff (SCP Program Coordinator) will reconcile hours reported on the payroll data report with volunteer time sheets for the previous month. To ensure all hours reported are accounted for on time sheets and to correct any over or underpayments.
15. 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.
16. 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.
17. 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.

Department of Elder Affairs
Senior Companion Program
Volunteer Enrollment File Checklist

Volunteer Station: _____

Volunteer
Name: _____

Section (1) Left Side - ELIGIBILITY

- ☐ Completed Volunteer File Checklist
- ☐ Application (attach documentation of age)
- ☐ Proof of Age
- ☐ Income Review
- ☐ Level II Background Check/National Sex Offender Public Registry Check
- ☐ Physical
- ☐ Pre-Service Training Certification

Section (2) Right Side - ASSIGNMENT

- ☐ Letters of Agreement
- ☐ Assignment Plans

Section (3) Left Side - STIPEND

- ☐ Payroll Enrollment/Update Form

Section (4) Right Side - Performance

- ☐ Annual Performance Appraisal/Miscellaneous

Additional Documentation To Be Maintained With All Other Original Documentation At Volunteer Station

- ☐ Proof of Valid Drivers' License
- ☐ Proof of Valid Insurance
- ☐ Acknowledgement of Allowable and Unallowable Activities
- ☐ Confidentiality Statement
- ☐ Publicity Release Statement
- ☐ In-Service Training

Volunteer Station Approval

Volunteer Station Supervisor: _____

Volunteer Station Supervisor Signature:

_____ Date: _____

DOEA Approval

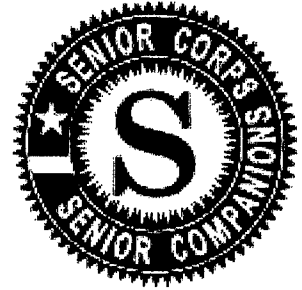
SCP Coordinator: _____ Date: _____

DEPARTMENT OF



**ELDER
AFFAIRS**
STATE OF FLORIDA

SENIOR COMPANION APPLICATION AND
ELIGIBILITY FORM



Name (Typed or Printed)

Signature

Date

Years of School Completed _____

Previous Occupations _____

Physical Condition: Excellent-☐ Good-☐ Fair-☐ Poor-☐

Please Explain:

Beneficiary for Supplemental Accident Insurance:

Name _____

Relationship _____

Address _____

Phone _____

Contact in case of Emergency:

Name: _____

Address: _____

Phone #: _____

Relationship: _____

Physician:

Name _____

Telephone Number: _____

Tell us why you want to be a Senior Companion _____

Do you have your own means of transportation? ☐ Yes ☐ No

If not, what kind of transportation do you plan to use? _____

List Memberships in Clubs and Organizations: _____

List Hobbies and Special Skills: _____

Language(s) Spoken _____

Willing To Serve: Mornings-☐ Afternoons-☐ Evenings-☐ Saturdays-☐ Sundays-☐

Check any week day you are unable to serve: Mon-☐ Tues-☐ Wed-☐ Thurs-☐ Fri-☐

Do you have any criminal convictions (Other than parking violations and juvenile offenses)?
Yes-☐ No- ☐ If yes, please describe _____

Do you consent to the Senior Companion Project performing or arranging for a criminal history check in accordance with the Federal requirements for the Senior Companion Program?

Yes-☐ No-☐

Please list two character references (not relatives)

	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Phone</u>
1.	_____			
2.	_____			

ELIGIBILITY FORM FOR SENIOR COMPANION APPLICANTS
In order to receive a stipend a Senior Companion must be at least 55 years of age and cannot have an annual income from all sources, after deducting allowable medical expenses, which exceeds the program’s income eligibility guideline for the state in which he or she resides. Annual income is required to be counted for the *past 12 months* for serving volunteers and is *projected* for the next 12 months for new applicants.

Name: _____ Phone: (____) ____ - _____ Birth Date: ____/____/____

Address: _____
Street City State Zip

Number in household: _____

Marital Status: ☐ Married ☐ Widow(er) ☐ Single ☐ Divorced ☐ Legally Separated

In all categories below list all sources of income for the volunteer applicant and spouse, if living in same residence.

Current Income from all sources of Applicant and Spouse, if living in same residence	A. Volunteer’s Monthly Income	B. Spouse’s Monthly Income	C. Total Monthly Income (A+B)		D. Total Annual Income (C x 12)
Social Security	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____
SSI / SSDI	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____
Pension	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____
Interest/Dividends	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____
Other: see back for list of other countable income	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____
COLUMN TOTALS	\$ _____	\$ _____	\$ _____	x 12 mo.	\$ _____

Allowable deductions for medical expenses, if any. Please note up to 50% of the maximized qualifying amount can be deducted. See reverse side for examples of allowable medical deductions.

Health Insurance Premiums	\$ _____	per month	or	\$ _____	per year
Prescription Drugs	\$ _____	per month	or	\$ _____	per year
Doctor visits/medical bills	\$ _____	per month	or	\$ _____	per year
Other allowable medical costs	\$ _____	per month	or	\$ _____	per year
	\$ _____	Total per month		\$ _____	Total per year

FOR OFFICE USE ONLY:
Total Household Annual Income: \$ _____
Minus total allowable medical expense deduction: - _____
Equals Total Annual Qualifying Income: \$ _____

I certify that the information furnished above is correct and understand that falsification of information may result in my being deemed ineligible to receive a stipend as a Senior Companion. I understand that a knowing and willful false statement on this form can be punished by a fine or imprisonment or both under Section 1001 of Title 18, U.S.C.

VOLUNTEER SIGNATURE	DATE	SIGNATURE OF SPONSOR STAFF REVIEWER	DATE
---------------------	------	-------------------------------------	------

INFORMATION FOR PROJECT STAFF

What is considered income for determining volunteer eligibility?

According to Section 2551.43 of the Senior Companion Program Regulations:

- (a) For determining eligibility, "income" refers to total cash or in-kind receipts before taxes from all sources including:
 - (1) Money, wages, and salaries before any deduction, but not including food or rent in lieu of wages;
 - (2) Receipts from self-employment or from a farm or business after deductions for business or farm expenses;
 - (3) Regular payments for public assistance, Social Security, Unemployment or Workers Compensation, strike benefits, training stipends, alimony, child support, and military family allotments, or other regular support from an absent family member or someone not living in the household;
 - (4) Government employee pensions, private pensions, and regular insurance or annuity payments; and
 - (5) Income from dividends, interest, net rents, royalties, or income from estates and trusts.
- (b) For eligibility purposes, income does not refer to the following money receipts:
 - (1) Any assets drawn down as withdrawals from a bank, sale of property, house or car, tax refunds, gifts, one-time insurance payments or compensation from injury.
 - (2) Non-cash income, such as the bonus value of food and fuel produced and consumed on farms and the imputed value of rent from owner-occupied farm or non-farm housing.
 - (2) Food Stamps.

What are allowable medical expenses that may be deducted from income?

According to the Senior Companion Regulations, 2551.42 (c):

Allowable medical expenses are annual out-of-pocket medical expenses for health insurance premiums, health care services, and medications provided to the applicant, enrollee, or spouse which were not and will not be paid by Medicare, Medicaid, other insurance, or other third party pay or, and *which do not exceed 50 percent of the applicable income guideline.*

Examples of allowable out-of-pocket medical expenses:

Health Insurance Costs:

Private insurance, Medicare/Medicaid premiums, co-payments and deductibles, long term care insurance

Prescription Drugs:

Pharmacy program co-payments and deductibles

Medical Bills for Dr. Visits:

Included, but not limited to: medical care, dental care, vision care

Other out-of-pocket Medical expenses:

One time medical expense; equipment (supplies for dentures, hearing aids, eyeglasses, wheelchairs, canes, etc) Over the counter drugs and supplies (pain relievers, antacids, hearing aid batteries, vitamins, non-prescription eye glasses)

What are the current income eligibility guidelines published?

The Corporation publishes the annual income eligibility guidelines shortly after the issuance of the HHS Poverty Guidelines, usually in February or early March. When issued the income eligibility guidelines are posted at www.seniorcorps.gov under "Manage Current Grants." *The guidelines clarify that for eligibility purposes, income does not include the value of food stamps provided under the Food Stamp Act of 1977, as amended.*

SCP Income Eligibility Levels
[Based on 200 percent of DHHS poverty guidelines]

Family units of:	One	Two	Three	Four
	21,780	\$29,420	\$37,060	\$44,700

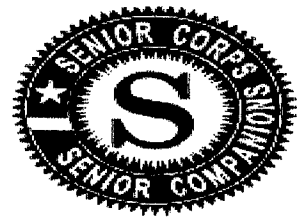
***For family units with more than four members, add \$7,640 for each additional member**

DEPARTMENT OF



**ELDER
AFFAIRS**
STATE OF FLORIDA

ATTACHMENT F



Physical Examination Form

I hereby authorize release of any medical information to the

(Volunteer Station/Agency)

Senior Companion Signature

Date

Based on your examination, is the Senior Companion physically able to perform his/her duties:

Yes ____ No ____ If no, please explain: _____

In view of the work patterns described, are there any psychological or mental limitations or restrictions on the type of work or number of daily hours Senior Companion may undertake?

Yes ____ No ____ If yes, please explain: _____

Additional comments: _____

Doctor's Name: _____
(please print)

Signature: _____

Date

DEPARTMENT OF



**ELDER
AFFAIRS**
STATE OF FLORIDA

SENIOR COMPANION PROGRAM
Volunteer Acknowledgement of Appropriate and Inappropriate Activities

Appropriate Senior Companion Activities

A. Personal Care

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

b. Nutrition

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

C. Social/Recreation

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

D. Home Management

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

E. Information and Advocacy

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

F. Respite Care

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

INAPPROPRIATE SENIOR COMPANION ACTIVITIES

Some examples of inappropriate activities include:

- a. Activities usually performed by doctors, nurses, or other professionals.
- b. Brief, casual contact with a large number of clients.
- c. Custodial services normally provided by paid staff.

- d. Advance funds to clients
- e. Deposit cash in banks
- f. Major household repair
- g. Window washing
- h. Lawn mowing or yard work
- i. Large furniture moving
- j. Heavy lifting (e.g. heavy boxes)
- k. Major house cleaning. Extensive shopping
- m. Food preparation for persons other than adult served.
- n. Clean up after guests.
- o. Leading group recreational or social activities
- p. Clerical work or other office assistance to the volunteer station; and

(1) Political activity:

- (a) No part of program funds or volunteer time may be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office or any voter registration activity;
- (b) No project may be conducted in a manner involving use of funds, the provision of services, space or facilities, or the employment or assignment of personnel in a manner that identifies the project with:
 - i. Any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election; or;
 - ii. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or;
 - iii. Any voter registration activity except that voter registration applications and nonpartisan voter registration information may be made available to the public on the premise of the sponsor. But in making registration applications and nonpartisan voter information available, employees of the sponsor and volunteers may not express preferences to seek to influence decisions concerning any candidate, political party, election issue or voting decision.
- (c) No Senior Companion or employee of the volunteer station may take any action, when serving in such capacity with respect to a partisan or non-partisan political activity that would result in the identification or apparent identification of the Senior Companion Program with such activity; and
- (d) The volunteer station may not use grant funds in any activity that influences the passage or defeat of legislation or proposals by initiative petition, except as follows:
 - i. In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests a Senior Companion, or project staff to draft, review, or testify regarding measures or to make representation to such legislative body, committee, member; or
 - ii. In connection with an authorization or appropriations measure directly affecting the operation of the Senior Companion Program.

I have received training regarding appropriate/ inappropriate activities and understand my duties as a Senior Companion Volunteer.

Volunteer Signature

Date

Print Volunteer Name Here

Senior Companion Program Payroll Authorization
New Volunteer Form

Date: _____ Volunteer Station #: _____

First Name _____ Middle Initial _____ Last Name _____

Address _____ City _____ State _____ Zip Code _____

PAYMENT AUTHORIZATION

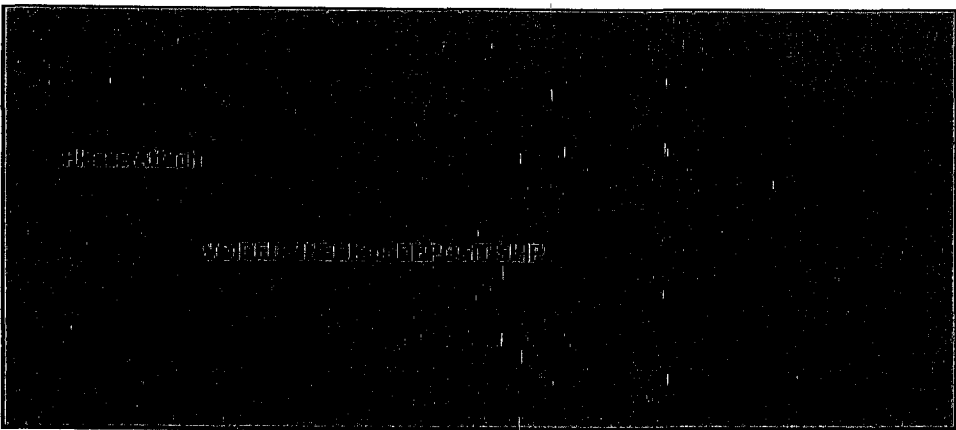
I want to participate in direct deposit ____ NO (stop here) ____ YES (complete information below)

TYPE OF ACCOUNT: ☐ Checking ☐ Savings ☐ Pay Card

Bank Name/Branch: _____

Account Number: _____

Routing Number: _____



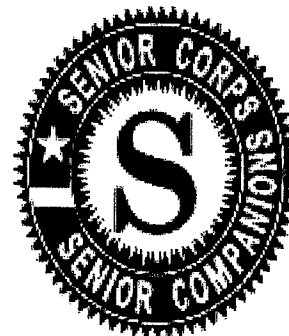
Signature _____ Date _____

DEPARTMENT OF



**ELDER
AFFAIRS**
STATE OF FLORIDA

LETTER OF AGREEMENT



Letter of Agreement for In-Home Assignment with
Volunteer Station _____

PERSONAL INFO:

- A. Client's Name _____
- B. Name of Person Legally Responsible (if applicable) _____
- C. Address: _____
- D. City: _____ State: _____ Zip Code: _____
- E. Phone: _____ Birth date: _____
- F. Gender: ☐ Male ☐ Female
- G. Marital Status: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

SPECIAL NEEDS (Certified by an appropriate professional)

- | | |
|--|---|
| <input type="checkbox"/> Blind/Visually Impaired | <input type="checkbox"/> Homebound/Living Alone |
| <input type="checkbox"/> Chronic Disability | <input type="checkbox"/> Respite/Alzheimer's |
| <input type="checkbox"/> Substance Abuse | <input type="checkbox"/> Mental Health Related |
| <input type="checkbox"/> Terminal Illness | <input type="checkbox"/> Other (Describe) _____ |
- _____
- _____
- _____
- _____

IMPACT STATEMENT

What will change as a result of Senior Companion involvement/services? Develop and append an Assignment Plan that describes the activities of the Senior Companion and identifies the specific outcomes for the client served.

AUTHORIZED SIGNATURES

A. Signature of Senior Companion _____

Printed Name:

Date:

B. Signature of Legally Responsible Person (if Applicable) _____

Printed Name:

Date:

C. Signature of Volunteer Station Representative _____

Printed Name:

Date:

D. Signature of SCP Supervisor _____

Printed Name:

Date:

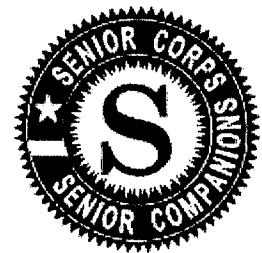
(Senior Companion services may be terminated by the Sponsor at any time when services rendered fall out of the scope of the Program or when the client/legally responsible person or the Volunteer Station so requests.)

DEPARTMENT OF



**ELDER
AFFAIRS**
STATE OF FLORIDA

**Senior Companion Program
Assignment Plan**



Senior Companion: _____
 Service Type: Companionship
 Service Schedule: _____

Client Name(s)	DAYS/HOURS OF SERVICE
<i>Example: John Smith</i>	<i>*Example: MON. 9-1 WED. 1-4 FRI. 4-6</i>

**Service schedules must include day and time service is to be provided.*

Volunteer Station/Site: _____

Supervisor's Name: _____

Period this plan covers: _____

A. List Name and Special Need:

Identify the adult(s) the volunteer will be working with during the period indicated above.

Client Name(s) and DOB	Special Need Include all that apply. Examples are provided below.
<i>Example: Anna Smith 10/24/1931</i>	<i>Enter number or need from below</i>

- | | |
|---|--------------------------------|
| 1. Blind/Visually Impaired | 5. Substance Abuse |
| 2. Homebound/Living Alone | 6. Mental Health Related Issue |
| 3. Chronic Disability | 7. Terminal Illness |
| 4. Respite/Alzheimer's or other chronic disease | 8. Other
(Describe) _____ |

B. **Activities planned with assigned client.** Describe below the activities the Senior Companion will perform (For example, will the volunteer accompany the client to social activities and medical appointments? Assist with medication or reading or writing correspondence? Help pay bills? Assist with activities of daily living? Etc.):

Engage clients in verbal interaction, social contacts outside of the home, community events, exercise and other social activities. Assist with meal preparation and accompany clients to congregate meal sites, grocery store, doctor appointments and other community outings. Volunteer may take meals with client as part of socialization and to ensure elder is eating regular balanced meal.

C. **Expected Outcomes.** How do you expect that the client and, in the case of respite care, caregivers will benefit for the Senior Companion’s activities? (For example, Will the client feel less lonely and isolated? Be more socially engaged? Receive required medications on schedule? Be able to carry out activities of daily living such as eating, dressing, using the bathroom? Will caregivers be able to go to work/attend to personal affairs? Etc.)

As result of assistance, companionship and socialization provided by Senior Companion visits, clients will continue to be able to live independently in their own homes avoiding institutionalization.

I accept this assignment plan:

Signature: Senior Companion

Date

Signature: Volunteer Station Representative

Date

I approve this assignment plan:

Signature: SCP Director

Date

DOEA Senior Companion Program Time and Travel Log

Volunteer Station: _____ Service Type: ☐ COMPANIONSHIP ☐ RESPITE ☐ DAY CARE ☐ MEDWAIVER

Volunteer Name: _____ Month/Year _____ Stipend ☐ Non-Stipend ☐

Day	Date	Client Name	Time In	Time Out	Total Service Hours	Leave Hours	Total Hours	Meals (enter 1)	Travel (miles)	Client/Caregiver/ADC Supervisor Signature
Sunday										
Monday										
Tuesday										
Wednesday										
Thursday										
Friday										
Saturday										
Sunday										
Monday										
Tuesday										
Wednesday										
Thursday										
Friday										
Saturday										
TOTALS										

Available Leave Balance: _____

I certify that the hours and mileage recorded on this timesheet are true and accurate.

Senior Companion Signature: _____ Date: _____

Volunteer Supervisor Signature: _____ Date: _____

For Office Use Only:

Total Service Hours: _____

Training Date: _____

Total Training Hours: _____

Total Leave Hours: _____

Total Payroll Hours: _____

Total # Meals: _____

Total # Miles: _____

DOEA Senior Companion Program
Client Activity Log

Volunteer Station: _____

Senior Companion Volunteer: _____

Date: _____ Client: _____

Service Notes/Activity with Client (mileage) or Client Concerns: _____

Date: _____ Client: _____

Service Notes/Activity with Client (mileage) or Client Concerns: _____

Date: _____ Client: _____

Service Notes/Activity with Client (mileage) or Client Concerns: _____

July 2012 – June 2013

Contract No. XI313

ATTACHMENT M

Senior Companion Expense Log

Pay Period: _____

Volunteer

[illegible][illegible]

Adjustments due to over budget

\$0.00

Amount Invoiced

\$

\$0.00

\$0.00

\$	-	\$	-	\$	-	\$	-
----	---	----	---	----	---	----	---

Coordinator Signature: _____

Supervisor Signature:

ORG. CODE	n/a
AGENCY	Elder Affairs
HEADQUARTERS	Tallahassee
RESIDENCE (CITY)	

[illegible]

**DOEA Senior Companion Program
Volunteer Leave Request Form**

Volunteer Station: _____

Volunteer: _____

Leave Balance: _____ as of _____ (Date)

Reason for Leave Requested:

_____ Vacation _____ Sick _____ Dr. Appointment _____ Bereavement

Start Date: _____ End Date: _____

Total number of Hours Requested: _____

New Leave Balance: _____

Comments: _____

Volunteer Signature: _____ Date: _____

Volunteer Station Supervisor Signature: _____

_____ Approved
_____ Disapproved

Date: _____

Note: All leave must be reported on the SCP Time and Mileage Log. Designated volunteer station supervisors will report leave hours recorded on time sheets in the payroll expense reports.



SENIOR COMPANION PROGRAM

PERFORMANCE EVALUATION REVIEW FORM



Companion Name:

Evaluator Name:

Date of Review:

Rating Scale

1 = Poor 2 = Below Average 3 = Average 4 = Above Average 5 = Excellent

Rating Factors

Rating Scale

1. Attends monthly in-service meetings and functions:	1	2	3	4	5
2. Completes assignments with a sense of a job well done:	1	2	3	4	5
3. Treats clients with respect and dignity:	1	2	3	4	5
4. Interacts well with clients without becoming overly involved:	1	2	3	4	5
5. Maintains a neat appearance:	1	2	3	4	5
6. Completes required paperwork and time sheets on time:	1	2	3	4	5
7. Interacts well with other volunteers:	1	2	3	4	5
8. Is a good role model for new volunteers:	1	2	3	4	5
9. Accepts direction and supervision in a co-operative manner:	1	2	3	4	5
10. Projects a positive attitude and is a good ambassador for the Program:	1	2	3	4	5

Total Points _____

Total Points Scale

- | | |
|---------|---|
| 10 - 20 | Needs improvement or re-training, eligible for temporary loss of assignments. |
| 21 - 29 | Slightly below average, needs to improve. |
| 30 - 39 | Average performance. |
| 40 - 45 | Above average performance. |
| 46 - 50 | Excellent performance. |

I certify that I have seen a copy of the evaluation and it has been discussed with me.
My signature does not constitute agreement with this appraisal.

Volunteer Signature

Date

Evaluator Signature

Date _____

Additional Comments (if any)

ATTACHMENT Q

SCP DEMOGRAPHICS REPORT (PRS)

Age Group	# of Vols
55 to 65	[]
66 to 69	[]
70 to 79	[]
80 to 84	[]
85 and over	[]
Gender	# of Vols
Female	[]
Male	[]
Ethnicity	# of Vols
Hispanic or Latino	[]
Non-Hispanic or Non-Latino	[]
Racial Group	# of Vols
American Indian or Alaskan Native	[]
Asian	[]
Black or African American	[]
Native Hawaiian or Pacific Island	[]
White	[]
Volunteers	# of Vols
Total number of Volunteers	[]
Total Number of Non-Stipend Volunteers	[]
Total number of Volunteers who served in private homes	[]
Total number of veterans serving as Senior Companions	[]
Total number of hours served	[]
Applicants	# of Vols
Able to enroll due to age set to 55	[]
Able to enroll due to income eligibility change	[]
Volunteers Separated	# of Vols
Employment, moved, family, new interests	[]

Health problems, death	[]
Transportation problems	[]
Income became over allowable guidelines to receive stipend	[]
Poor performance	[]
Hours Served	# of Vols
Number of Volunteers serving 15 - 19 Hours per week	[]
20 - 29 Hours per week	[]
30 - 40 Hours per week	[]
Volunteer Leaders	# of Vols
Number of Senior Companion Leaders	[]
Senior Companions recruited by Senior Companion Leaders	[]
Community Volunteers recruited by Senior Companion Leaders	[]
Volunteer Client Ratio	# of Vols
Serve 1 client weekly	[]
Serve 2 clients weekly	[]
Serve 3 - 5 clients weekly	[]
Serve 6 - 10 clients weekly	[]
Serve 11 or more weekly	[]
Client Information	
Clients Served	# of Clients
Total number of clients served	[]
Number of potential clients awaiting services of a Senior Companion	[]
Number of caregivers receiving respite	[]
Total number of veterans served	[]
Ages of Clients Served	# of Clients
Ages 22 - 44	[]
Ages 45 - 64	[]
Ages 65 - 74	[]
Ages 75 - 84	[]
Ages 85 or higher	[]
Special Needs Served	

Special Needs	# of Vols	# of Clients
Alzheimer's Disease	[]	[]
Chronic Care Disabilities/Frail Elderly	[]	[]
Developmentally Disabled Adult	[]	[]
Emotionally Impaired Adult	[]	[]
Hearing Impaired Adult	[]	[]
Short-Term Disabilities	[]	[]
Substance Abuse (Adult)	[]	[]
Terminally Ill Adult	[]	[]
Visually Impaired Adult	[]	[]
Caregivers receiving respite through Senior Companion Services	[]	[]
Other Special Needs	[]	[]



Department of Elder Affairs
2012-13 Senior Companion Program
Annual Client Survey

Volunteer Station: _____

1. Which service(s) are you currently receiving? <i>Comments:</i>	<input type="checkbox"/> Companionship
2. The Senior Companion volunteer's activities match the assignment description given to me. <i>Comments:</i>	<input type="checkbox"/> Strongly Agree <input type="checkbox"/> Agree <input type="checkbox"/> Maybe <input type="checkbox"/> Disagree <input type="checkbox"/> Strongly Disagree
3. The Senior Companion volunteer is well trained and knows how to help me. <i>Comments:</i>	<input type="checkbox"/> Strongly Agree <input type="checkbox"/> Agree <input type="checkbox"/> Maybe <input type="checkbox"/> Disagree <input type="checkbox"/> Strongly Disagree
4. Have the Senior Companion visits helped you to live independently in your home?	<input type="checkbox"/> Helped a lot <input type="checkbox"/> Helped a little <input type="checkbox"/> Not really helped <input type="checkbox"/> Not helped at all
5. Are you confident that you will continue to live independently in your own home as a result of the assistance, companionship and socialization provided by the Senior Companion volunteer? <i>Comments:</i>	<input type="checkbox"/> Confident <input type="checkbox"/> Very confident <input type="checkbox"/> Somewhat confident <input type="checkbox"/> Not sure
6. Overall, how satisfied are you with the services that you receive through the Senior Companion Program? <i>Comments:</i>	<input type="checkbox"/> Very satisfied <input type="checkbox"/> Somewhat satisfied <input type="checkbox"/> Somewhat dissatisfied <input type="checkbox"/> Very dissatisfied

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name: Palm Beach County Division of Senior Services	County: Palm Beach	AAA/Contractor : Area Agency on Aging for Palm Beach/ Treasure Coast, Inc.
Address: 810 Datura St., Ste 300	Completed By: Faith R. Manfra, Director	
City, State, Zip Code: West Palm Beach, FL 33401	Date: June 04, 2012	Telephone: (561) 355-4750

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

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

2. POPULATION OF AREA SERVED. Source of data: U.S. Census Population Palm Beach County 2010 - 2011

Total # 1,320,134	% White 73.5	% Black 17.3	%Hispanic 19	% Other 2.55	% Female 51.6		
----------------------	-----------------	-----------------	-----------------	-----------------	------------------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total # 50	% White 34	% Black 42	%Hispanic 18	% Other 6	% Female 80	% Disabled 0	
---------------	---------------	---------------	-----------------	--------------	----------------	-----------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total # 4,009	% White 55	% Black 35	%Hispanic 10	% Other 0	% Female 67	% Disabled 64	% Over 40 100
------------------	---------------	---------------	-----------------	--------------	----------------	------------------	------------------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total # 7	% White 71.44	% Black 14.28	%Hispanic 0	% Other 14.28	% Female 57.14	% Disabled 0	
--------------	------------------	------------------	----------------	------------------	-------------------	-----------------	--

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

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

NA YES NO

On file with AAA; Filed annually

☐ ☒ ☐

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

NA YES NO

Greater minority and female representation on staff than in the population served.

☐ ☐ ☒

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

NA YES NO

Higher percentage of minority and female representation than in the client populations served.

☐ ☒ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain.

NA YES NO

Consumers must be age 60 +

☒ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or handicap? If NA or NO, explain.

NA YES NO

Consumers must be age 60+

☒ ☐ ☐

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

NA YES NO

No in-patient services provided

☒ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients?
If NA or NO, explain.
- NA YES NO
☐ ☒ ☐
-
13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☒ Written ☒ Poster _____
If NA or NO, explain.
- NA YES NO
☐ ☒ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.
- NA NUMBER
☐ 0
-
15. Is the program/facility physically accessible to mobility, hearing and sight impaired individuals? If NA or NO, explain.
- NA YES NO
☐ ☒ ☐

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

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

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

21. Do you have a written affirmative action program? If NO, explain.
- YES NO
☒ ☐

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

Provider's State Contracts List

REPORT PERIOD: From 10/1/2011
To 9/30/2012

PROVIDER INFORMATION:

Name: Palm Beach County Board of County Commissioners Phone #: (561) 355-4683
Address: 810 Datura Street, WPB, FL 33401 Email: dlittle@pbcbgov.org
FEID: 59-6000785 Contact: Dottie Little

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1	Y1119	Adult Care Food Program	DOEA	10/1/11	9/30/12	Provides meal reimbursements for seniors attending Adult Day Care.			\$85,500.00
2		(ACFP)				ACFP provides breakfast, lunch, and snacks.			\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									85,500.00

SIGNATURE: _____
TITLE: Chair

DATE: _____

PSA # _____
Contract # _____

ATTACHMENT F
Exhibit 1

DOEA Cost Analysis For Non-Competitively Procured Contracts
In Excess Of Category II

PROGRAM: _____ CONTRACT PERIOD: _____

TYPE OF SERVICE:

1	2	Column 3	Column 4	Column 5	6	7	8
		(to be completed by the Contractor)			(to be completed by the DOEA Contract Manager)		
Budget Category		Line Item	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Administration	a.	Salaries (List position titles and salaries below; add rows as necessary)					
		Sub-total Salaries		#DIV/0!			
	b.	Fringe Benefits		#DIV/0!			
	c.	Equipment		#DIV/0!			
	d.	Telephone & Utilities		#DIV/0!			
	e.	Travel		#DIV/0!			
	f.	Printing & Supplies		#DIV/0!			
	g.	Building Space		#DIV/0!			
	h.	Other (List below; add rows as necessary)					
Services				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
				#DIV/0!			
		TOTAL ADMINISTRATION					
		Client Services (Attach details per instructions)		#DIV/0!			
		TOTAL SERVICES					
		CONTRACT TOTAL		#DIV/0!			

CERTIFICATION (to be signed by DOEA Contract Manager)
I certify that the cost for each line item has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes.

Name

Signature

Government Operations Consultant III

Date

ATTACHMENT F
Exhibit 2

INSTRUCTIONS:
COST ANALYSIS FOR NON-COMPETITIVELY PROCURED CONTRACTS
IN EXCESS OF CATEGORY II

The purpose of the ATTACHMENT F, Exhibit 1, is to document that costs in non-competitively procured contracts in excess of \$35,000 are allowable, reasonable and necessary.
Upon receipt of the form completed by the AAA, the DOEA contract manager will:

1. Evaluate each separate line item to determine whether the cost is allowable, reasonable and necessary.
 - a. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor.
 - b. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
 - c. To be necessary, a cost must be essential to the successful completion of the program.
2. Place the *Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II* form in the official file for this contract at the Department of Elder Affairs.

(1) In accordance with the following instructions for the DOEA Cost Analysis For Non-Competitively Procured Contracts In Excess Of Category II worksheet (ATTACHMENT F, EXHIBIT 1), the contractor must complete COLUMNS 3 and 4 AND ensure COLUMN 5 calculates accurately. This form is required for the original contract and for any amendment that affects the amount of compensation and/or the level of services provided.

(2) Definition of Administrative Costs --

- a. **Salaries/Wages:** The charges to directly hire someone and put them on payroll.
 - b. **Fringe Benefits:** The costs of health insurance, Social Security, Medicare, unemployment and other benefits paid on behalf of each employee. If fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - c. **Equipment:** An article of nonexpendable, tangible personal property generally having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the established capitalization level of \$5,000 (federal funds) or \$1,000 or hardback bound books not circulated, with a value of \$250.00 or more (state funds).
 - d. **Telephone and Utilities:** Expenses such as utilities and telephone service costs.
 - e. **Travel:** Expenses that are necessary, reasonable and allowable for carrying out the project. Travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means and at the authorized meal, per diem and state mileage reimbursement rates.
 - f. **Printing and Supplies:** Expenses such as office supplies, postage, and printing.
 - g. **Building Space:** Costs related to lease or mortgage payments.
 - h. **Other Costs:** Identify these by individual line item and include their associated costs.
- (3) Client Service costs should be documented via Area Agency on Aging Area Plans, Unit Cost Information input into WebDB, or some other form of documentation to support the cost analysis.
- (4) The allocation to the agreement will be calculated based on the cost by line item cost divided by the total agreement amount.

BACKGROUND SCREENING

Affidavit of Compliance

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services, or has access to the client's living area, funds, or personal property. A direct service provider also includes coordinators, managers, and supervisors of residential facilities; and volunteers. § 430.0402, Fla. Stat.

ATTESTATION:

As the duly authorized representative of Palm Beach County Board of County Commissioners
Employer Name

located at 810 Datura Street, West Palm Beach, FL 33401
Street Address City State Zipcode

I, Shelley Vana, Chair, do hereby affirm under penalty of perjury,
Name of Representative

that level 2 background screening has been conducted in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

- (1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Department of Elder Affairs (Department) for goods or services of \$1 million or more.
- (2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to the Department is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.
- (3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Department if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Shelley Vana

Signature

Date

(Same as contract signature)

Chair

Title

Palm Beach County Board of County Commissioners

Company Name

Verification of Employment Status Certification

As a condition of contracting with the Department of Elder Affairs, _____, hereby referred to as contractor, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Agreement and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Shelley Vana
Signature

Date

(Same as contract signature)

Chair

Title

Palm Beach County Board of County Commissioners

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST
Reference 29CFR99.210 and OMB Circular A-133.210

Contract Number:	_____	Prepared by:	_____
CFDA Number:	_____	Date:	_____

Subrecipient and Vendor Determinations

(a) General: An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

SUBRECIPIENT (check YES or NO for each statement)

(b) Federal Award: Characteristics indicative of a Federal award received by a subrecipient are when the organization:

<u>YES</u>	<u>NO</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VENDOR (check YES or NO for each statement)

(c) Payment for goods and services:

<u>YES</u>	<u>NO</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST

- (d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.
- (e) Florida Single Audit Act. State awards expended by a recipient/subrecipient are subject to audit under Section 215.97, F.S., the "Florida Single Audit Act". The Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination (DFS-A2-NS) (Effective 7/05) shall be used to determine the applicability of the Florida Single Audit Act to non-state organizations. State agencies, recipients, and subrecipients that provide state financial assistance to non-state organizations shall complete this form and retain it in their records. Whenever a non-state organization is determined to be a recipient or subrecipient of state or federal financial assistance, the standard audit language contained on Form DFS-A2-CL (Effective 7/05) must be included in the document that establishes the State's, recipient's, or subrecipient's relationship with the non-state entity. A copy of forms DFS-A2-NS and DFS-A2-CL may be obtained at the Department of Financial Services Website at <https://apps.fldfs.com/fsaa>.

<u>YES</u>	<u>NO</u>
1. Are funds for this contract subject to the Florida Single Audit act? If yes, then forms DFS-A2-NS and DFS-A2-CL must be completed and included in the contract routing package for Agency review and approval.	
_____	_____

Determination (circle one)	Subrecipient	Vendor	DOEA Contract Number :
Date:			Contract Administrator Name:
			Contract Administrator Signature:

Attestation Statement

Agreement/Contract Number _____

Amendment Number _____

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

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

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

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

Signature of Recipient/Contractor representative

Date

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

initial date