

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	64,714				
External Revenue	(37,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	27,714				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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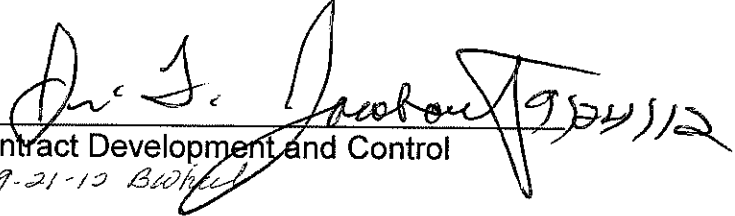
Is Item Included In Current Budget? Yes X No _____
 Fund 1006 Dept 144 Unit 1479 Object Var. Program Code Var. Program Period Var.


B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding sources are the State of Florida Department of Elder Affairs and Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

C. Departmental Fiscal Review: 
 Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

OFMB  9/18/12
 9/21/12
 Contract Development and Control
 9-21-12 Budget

B. Legal Sufficiency:
 9/25/12
 Chief 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**

BGRV - 144- 090412*647
BGEX - 144- 090412*1997

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 10/1/12	REMAINING BALANCE
REVENUES								
DOSS-Adult Care Food Program								
144-1479-3168	Fed Grant Indirect - Human Services	82,835	82,835		45,835	37,000		
	Total Receipts and Balances	7,592,929	7,592,929	0	45,835	7,547,094		
EXPENDITURES								
DOSS-Adult Care Food Program								
144-1479-3419	Contracted Food	95,466	95,466		45,835	49,631	0	49,631
	Total Appropriations & Expenditures	7,592,929	7,592,929	0	45,835	7,547,094		

OFMB

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

Signatures

Date

Gary Mithole

By Board of County Commissioners
At Meeting of October 2, 2012

Deputy Clerk to the
Board of County Commissioners

FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT

ADULT CARE FOOD 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 October 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 September 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 \$37,000.00, 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 Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4 The Contractor shall comply with Title 2 CFR Part 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

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.

- 8.1 Further information concerning the procedures for background screening is 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 if the Contractor, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Department of Elder Affairs: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

22.2 The Contractor shall not use the words "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Department prior to use.

23. Assignments

23.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department will constitute a material breach of the contract.

- 23.2 The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract.
- 23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Department.
24. **Subcontracts**
- 24.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary. The Contractor further agrees that the Department will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.
- 24.2 The Contractor shall promptly pay any subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor, will result in a penalty as provided by statute.
25. **Independent Capacity of Contractor**
It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Department and shall not hold themselves out as employees or agents of the Department without specific authorization from the Department. It is the further intent and understanding of the Parties that the Department does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor are the sole responsibility of the Contractor.
26. **Payment**
Payments shall be made to the Contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Contractor. The Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.
27. **Return of Funds**
The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Department notification or Contractor discovery.
28. **Data Integrity and Safeguarding Information**
The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the

protection required of the primary systems. The Contractor shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign ATTACHMENT IV prior to the execution of this contract.

29. **Conflict of Interest**

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's board members and management must disclose to the Department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

30. **Public Entity Crime**

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

31. **Purchasing**

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

31.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

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

32. **Patents, Copyrights, Royalties**

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention or material to the Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are

hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

- 32.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 32.
- 32.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.
- 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. **Emergency Preparedness and Continuity of Operations**
- 33.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions.
- 33.2 In the event a situation results in a cessation of services by a subcontractor, the Contractor will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.
34. **PUR 1000 Form**
The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.
35. **Use of State Funds to Purchase or Improve Real Property**
Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
36. **Dispute Resolution**
Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.
37. **Financial Consequences of Non-Performance**
If the Contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Department must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.
- 37.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Department.

38. **No Waiver of Sovereign Immunity**
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.
39. **Venue**
If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.
40. **Entire Contract**
This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.
41. **Force Majeure**
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
42. **Severability Clause**
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.
43. **Condition Precedent to Contract: Appropriations**
The Parties agree that the Department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
44. **Addition/Deletion**
The Parties agree that the Department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.
45. **Waiver**
The delay or failure by the Department to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
46. **Compliance**
The Contractor agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Department.
47. **Final Invoice**
The Contractor shall submit the final invoice for payment to the Department as specified in section 3.2.2 (date for final request for payment) of ATTACHMENT I. If the Contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Department may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Department.
48. **Renegotiations or Modifications**
Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

49. Termination

49.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract.

49.2 In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to the date of termination.

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

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners 810 Datura St. West Palm Bch., FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Vianey Serna-Yurkovich 810 Datura St. West Palm Bch., 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:	Vianey Serna-Yurkovich 810 Datura St. West Palm Bch., FL 33401 561-355-4757
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:	Holly Greuling 4040 Esplanade Way, Suite 360N Tallahassee, FL 32399-7000 (850) 414-2337

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

51. All Terms and Conditions Included

This contract and its Attachments, I – X, B, D, G and J 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 47 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: 10/30

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: 
DEPARTMENT HEAD

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**STATEMENT OF WORK
ADULT CARE FOOD PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

- Activities of Daily Living (ADL)
- Adult Care Food Program (ACFP)
- ACFP Web Database (Web DB)
- Agency for Health Care Administration (AHCA)
- Child and Adult Care Food Program (CACFP)
- Florida Administrative Code (FAC)
- Food Distribution Program on Indian Reservations (FDPIR)
- Food and Nutrition Service (FNS)
- Home and Community Based Services (HCBS)
- Internal Revenue Services (IRS)
- Supplemental Security Income (SSI)
- United States Department of Agriculture (USDA)

1.1.2 PROGRAM SPECIFIC TERMS

Component: A food grouped in a certain category according to the ACFP meal pattern. These categories are the milk, meat/meat alternate, fruit/vegetable, and the grain/bread components.

The terms used in this contract are further defined in the current edition of the ACFP Policy Manual incorporated by reference herein or federal regulations.

1.2 DEPARTMENT MISSION STATEMENT

The Department’s mission is to foster an optimal quality of life for elder Floridians. The Department’s vision and shared values are to foster a social, economic and intellectual environment for all ages, and especially those aged 60 and older, where all can enjoy Florida’s unparalleled amenities in order to thrive and prosper. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida’s aging services network are expected to support the Department’s mission, vision, and program priorities.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

The ACFP is a component of the federally funded CACFP operated nationally by the USDA. The Department administers the adult component of the program at the state level. The ACFP provides meal reimbursement to approved providers for serving eligible adult participants. Approved providers may be Private Non-Profit Centers as further defined below.

1.3.1.1 Private Non-Profit Centers must be Tax Exempt under Internal Revenue Code of 1986, Non-Residential and one of the following:

- (1) Adult Day Care Centers licensed by AHCA; or
- (2) Under contract with the Department of Children and Families for a Day Treatment Center; or
- (3) Under contract with an Area Agency on Aging for an In-Facility Respite Center that provides eligible adult care services more than four but less than 24 hours a day; or
- (4) A Department of Children and Families HCBS Provider certified for Developmental Services.

1.3.1.2 For-Profit Centers must receive: Title XIX funds for at least 25% of participants enrolled; be non-residential and one of the following:

- (1) Adult Day Care Centers licensed by the Agency for Health Care Administration (AHCA); or
- (2) Under contract with the Department of Children and Families for a Day Treatment Center; or
- (3) Under contract with an Area Agency on Aging for an In-Facility Respite Center that provides eligible adult care services more than four but less than 24 hours a day; or
- (4) A Department of Children and Families HCBS Provider certified for Developmental Services.

1.3.1.3 Non-Qualified Facilities

Sheltered workshops, vocational, pre-vocational, substance rehabilitation centers, social centers and residential facilities do not qualify as Adult Care Centers for purposes of ACFP participation.

1.3.2 Authority

- (1) Title 7 CFR 226;
- (2) Section 17 of the National School Lunch Act (42 U.S.C. 1766);
- (3) 64E-11.004 F.A.C.; and
- (4) 64E-11.001 F.A.C..

1.3.3 Incorporated by Reference

In accordance with s. 287 F.S., as amended, and the Department of Financial Services' Chief Financial Officer (CFO) Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

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

1.3.4 Scope of Service

The Contractor accepts final financial and administrative responsibility for management of a proper, efficient, and effective food service and will comply with all requirements of 7 CFR 226. The Contractor, whether functioning as a central kitchen, self-prep kitchen or as a catered/vended meal facility shall be responsible for ensuring overall compliance with the ACFP rules and regulations. In addition to meeting program goals, the Contractor is responsible for the implementation and oversight of the following key service tasks: (1) Client Eligibility Determination; (2) Meal Compliance and Nutritional Requirements; (3) Food Handling, Safety, and Sanitation Compliance; and (4) Meal Counts and Records Management.

1.3.5 Major Program Goals

The major goals of the ACFP are to:

- (1) Provide community-based adults attending adult care centers with nutritious meals;
- (2) Serve the meals to eligible participants during the designated meal times; and
- (3) Ensure that the meals meet minimum nutritional requirements.

1.4 INDIVIDUALS TO BE SERVED

1.4.1 General Description

The ACFP serves individuals age 60 and older, and persons age 18 and over who are functionally impaired and enrolled in non-residential adult day care. The program targets low-income persons, and participants receiving Medicaid, Food Stamps, and/or Supplemental Security Income (SSI). While the reimbursement rate for participants meeting the Federal Income Eligibility Guidelines is higher, a lower rate applies for individuals that are not eligible for one of the above programs or whose household income exceeds the annually adjusted Federal Income Eligibility Guidelines.

1.4.2 Client Eligibility

To be eligible for the ACFP meal service, individuals must meet the following age, residency, enrollment and income requirements:

- (1) Be at least sixty (60) years of age; or be eighteen (18) years of age or older and functionally impaired; and
- (2) Be a resident in the home or a “community-based” facility;
- (3) Be enrolled in an adult day care center; and
- (4) Not be in the Nursing Home Diversion Program if contractor is a for-profit agency.

SECTION II: MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

In order to achieve the goals of the Adult Care Food Program, the Contractor shall ensure the following tasks are performed:

- (1) Client Eligibility Determination as listed in this **ATTACHMENT I, Paragraph 1.4;**
- (2) Meal Compliance and Nutrition Requirements;
- (3) Food Handling, Safety and Sanitation Compliance; and
- (4) Meal Counts and Records Management.

2.1.1 Meal Compliance and Nutrition Requirements

2.1.1.1 Requirements for Meals

The Contractor, as an approved Adult Care Center, may be reimbursed for a maximum of two (2) meals (breakfast, lunch, or supper) and one (1) supplemental (snack) per day or two (2) snacks and one (1) meal per day served to eligible enrolled adult participants. All meals provided to ACFP enrolled participants and claimed for reimbursement must comply with the following requirements:

- (1) Meet or exceed the minimum component and portion size for the ACFP Meal Pattern (**ATTACHMENT VII**);
- (2) Offer variety, be rich in vitamins A and C, and be of desirable quality;
- (3) Meet menu posting and dating guidelines for full viewing by all participants;
- (4) Meet USDA food crediting menu substitutions guidelines for appropriateness, proper authorization and documentation;
- (5) Provide appropriate medical authorization for meals served with substitution or missing components due to medical, religious or ethnic reasons;
- (6) Ensure that the required quantities of food items are prepared, available and served;
- (7) Ensure menu documentation corresponds to the meals served;
- (8) Verify that vendor meals or contracted meals from a Central Kitchen are accompanied with accurate delivery slips;
- (9) Ensure food temperatures are taken prior to serving; and
- (10) Ensure foods are served at the correct temperatures (Cold items 41 degrees Fahrenheit or less and hot items 140 degrees Fahrenheit or more).

In addition to meeting the requirements listed above, “offer versus serve” may be implemented at the discretion of the Contractor. If “offer versus serve” is implemented, the following shall apply:

Offer: This option is available at breakfast, lunch and supper only. Each participant is offered at least the minimum serving size of each component. Staff must verbally ask each ACFP participant whether he/she would like a particular meal component and show them the component. The participant may decline one component during breakfast and up to two (2) at lunch and supper. This option is not available at snack time.

Serve: Each participant receives all components of the meal. Participants are not offered a choice of meal components. The serving size of each component must meet the minimum required portion size described in the ACFP Policy Manual Crediting Food Guide. All components must be offered to all participants. Participants do not have to eat the food they are provided.

The rate of meal reimbursement will not be affected by the use of “offer versus serve.”

2.1.1.2 Meal Menu Components

The Contractor shall ensure that meal menu components are compliant with the ACFP Guidelines, ATTACHMENT VII.

All food items must be available in sufficient quantity to serve each participant the correct number of meal components and the required serving size of each component.

2.1.1.3 Exceptions and Deviations from the Meal Plan

When preparing its standard meal plan, the Contractor may make exceptions or deviations under the following circumstances:

Medical Reasons

- (1) A recognized medical authority, (a private physician, clinic physician, registered nurse, nurse practitioner, or registered dietitian) may authorize component substitutions;
- (2) Authority shall be specified in writing and include which food(s) need to be omitted from the participant’s diet and state which food(s) may be substituted as a replacement; and
- (3) Medical orders should reflect a current date of 12 months or less and be kept on file at the Adult Day Care Center.

Ethnic, Religious, Economic or Physical Needs

Variations made due to ethnic, religious, economic or physical needs may be made on an experimental or on a continuing basis with approval from the USDA’s FNS and in accordance with current ACFP Policy Manual.

2.1.1.4 Foods That Will Not Be Reimbursed

The Contractor shall ensure that all parts of the meal pattern must be in the appropriate amounts in order to receive payment for a meal. Only meals that meet the minimum component portion/serving size of the USDA’s Adult Meal Pattern and in accordance with the current ACFP Policy Manual will be reimbursed.

2.1.2 Food Handling, Safety, and Sanitation Compliance

2.1.2.1

Under the ACFP, Contractors are required to serve wholesome, nutritious and safe foods. It is the Contractor’s responsibility to ensure that prescribed food handling, food safety and sanitation practices are observed at all times during meal preparation and serving. The Contractor shall when purchasing, preparing, delivering and/or serving meals comply with all state and local health laws and ordinances concerning preparation, handling, storing and serving food.

The Department’s ACFP staff is responsible for monitoring the quality and safety of meals. All ACFP food must be served in accordance with requirements and guidelines cited in the Florida Administrative Code (FAC), Chapter 64E-11.004; and Florida’s Food Hygiene Code, Chapter 64E-11.001.

Under no circumstances shall the Contractor accept the following food items:

- (1) Foods received from an unauthorized source;
- (2) Damaged or delivered foods arriving at inappropriate holding temperatures, i.e., potentially hazardous hot foods received at less than 140 degrees Fahrenheit or potentially hazardous cold foods received at greater than 41 degrees Fahrenheit;
- (3) Catered or vended meals that are transported in containers that do not maintain proper holding temperatures;
- (4) Foods prepared, transported or stored inappropriately; and

- (5) Any foods that have an off odor or appear to have been mishandled.

Employees or volunteers with the responsibility of serving food shall maintain good personal hygiene, and if ill shall not prepare or serve food.

2.1.3 Meal Counts and Records Management

The Contractor shall store all ACFP records at a central location, identified in the approved management plan, for a period of six (6) years after the final claim submission for the pertaining fiscal year.

2.1.3.1 Contractors with One Site:

For contractors with one meal site location, the following records management requirements apply:

- (1) Copies of all Daily Menus: Menus must be dated and reflect the actual meal served and serving size of each food item for all meals served, including substitutions.
- (2) Daily Delivery Slips: Delivery forms that arrive with catered/vended meals must include at a minimum:
 - (a) Completion date;
 - (b) Actual food item(s);
 - (c) Serving/portion size of each food item;
 - (d) Amount delivered, either total bulk or number of individualized meals;
 - (e) Daily signatures of vendor/kitchen representative and signature of day program representative accepting delivery; and
 - (f) Food temperatures of each potentially hazardous hot/cold food item at time of delivery.
- (3) Enrollment Documents for all Participants: All participants claimed for reimbursement must be appropriately enrolled in the ACFP contractor's Adult Day Care Center.
- (4) Daily Attendance Records: Attendance records shall support the meal count records and may not be used as a basis of completing the meal count record.
- (5) Daily Point of Service Meal Count Records: Meal count records for each meal served during the calendar month must support each monthly reimbursement claim. The count must be taken at the serving time and the type of meal (breakfast, lunch, supper or snack) shall be recorded.
- (6) Nonprofit Food Service Verification: The verification shall include:
 - (a) Documentation of all income to the program excluding ACFP reimbursement; and
 - (b) Documentation of food service and administrative expenditures.
- (7) Participant Application: A Free and Reduced-price application must be on file for each participant claimed which is valid for one year from the date the applicant signs and dates the form.
- (8) Title XIX Documentation: Title XIX documentation must be available for all for-profit centers.

2.1.3.2 Contractors with Multiple Sites:

For contractors managing two (2) or more meal site locations, in addition to complying with all items listed in Paragraph 2.1.3.1, the Contractor's record management requirements shall include the following training and monitoring requirements:

- (1) Documentation of Training to Staff: The institution's administrative staff or other appropriate trainer shall annually train staff regarding the ACFP. Documentation shall include:
 - (a) Session dates;
 - (b) Locations;
 - (c) Topics;
 - (d) Names of attendees; and
 - (e) Name of trainer(s).
- (2) At a minimum, training topics shall include:

- (a) Adult Meal Pattern;
- (b) Free and Reduced-Price Meal Application;
- (c) ACFP Enrollment Record;
- (d) "Point of Service" Meal Count;
- (e) Food hygiene/safety (including proper holding temperatures);
- (f) Caterer's/Vendor's Daily Delivery Slips (as appropriate);
- (g) Civil Rights; and
- (h) Other topics as appropriate.

The Contractor shall provide additional training sessions throughout the contract period as needed to new staff members and staff at new Adult Care Food Program site(s) who are under the Contractor's direction. The Contractor shall monitor each participating Adult Day Care Center under the Contractor's direction at least three (3) times during the contract period to ensure ACFP requirements are being met. The initial review shall be conducted during each center's first four (4) weeks of ACFP participation. The Contractor shall use the "Long Monitoring Form" during the initial review, and the "Short Monitoring Form" for the following two (2) reviews (See ACFP Policies and Procedures for required forms). The following two (2) reviews are to be unannounced. The Contractor shall not allow six (6) months to elapse between an individual center's monitoring visits. All reviews shall be completed by September 30, 2012.

2.1.3.3 Self-Prep Kitchens

Self-Prep Kitchens shall maintain the following information to document food service costs and operational expenditures claimed for reimbursement:

- (1) Copies of All Daily Menus: "Actual" meals served, serving size of each food item, serve date and substitutions must be recorded on the daily menu; and
- (2) Receipts: Receipts showing purchased food items used in ready-to-serve and ingredient foods. When receipts are totaled, food items not creditable, such as coffee, tea, ice cream, etc., must be subtracted out of the receipt.

2.1.3.4 Central Kitchens

Central Kitchens shall maintain the following information to document food service costs and operational expenditures claimed for reimbursement:

- (1) Dated Menus: "Actual" meals served, serving size of each food item, serve date and substitutions must be recorded on the daily menu;
- (2) Memorandum of Agreement: Shall list the cost per individual meal type and shall be completed at the beginning of the contract year and end within 12 months of the start date; and
- (3) Central Kitchen Bill: An invoice/bill including date, type of meal and total number of meals served during the calendar month with total monthly costs. This shall be addressed to the Contractor's central accounting office.

2.1.3.5 Catered/Vended Meals

Participating daycare centers that use catered/vendor meals shall maintain the following information to justify food service costs and operational expenditures claimed for reimbursement:

- (1) Dated Menus: "Actual" meals served, serving size of each food item, serve date and substitutions must be recorded on the daily menu;
- (2) Food Service Contract: Includes the cost per meal by type;
- (3) Food Service Management Company Invoice: This monthly invoice shall list date, type of meals/items and total number of meals served/delivered to the site(s) during the calendar month. The invoice shall also include the total monthly costs per contract;
- (4) Daily Delivery Slips: Documentation shall include, at a minimum, the following:
 - (a) Complete date;

- (b) Actual food item(s) used or menu;
 - (c) Serving/portion size of each food item;
 - (d) Amount delivered, either total bulk or number of individualized meals;
 - (e) Daily signatures of vendor/kitchen representative and signature of day program representative accepting delivery; and
 - (f) Food temperatures of each potentially hazardous hot/cold food item taken at time of delivery.
- (5) Receipts and Recipes: Receipts and standardized recipes shall be maintained and available for review; and
- (6) Meal Pattern: Adult Care Centers are responsible for ensuring that the minimum ACFP Adult Meal Pattern requirements are met.

2.1.4 Remedies-Nonconforming Services

The Contractor shall ensure that all meals served and reimbursed under this agreement are compliant with the prescribed nutritional and food handling requirements referenced in Paragraphs 2.1.1. - 2.1.2.1.

2.1.4.1 Any nonconforming meals not meeting such nutritional and food handling requirements are not eligible for reimbursement under this program. The costs associated with preparing or providing nonconforming meals is borne solely by the Contractor. The Department requires immediate notice of any significant and/or systemic infractions that compromise the quality, safety or nutritional value of meals served to clients.

2.2 STAFFING REQUIREMENTS

2.2.1 Staffing Levels

The Contractor shall maintain appropriate and adequate staff to ensure administrative documentation is accurate, and to ensure meal procurement and service is completed in accordance with ACFP Policies and Procedures.

2.2.1.1 The Contractor may contract with a food service management company, but shall remain responsible for ensuring that the meals served conform to this agreement. If the Contractor is operating using a self-preparation kitchen, then the Contractor shall ensure that the cooks and food service staff in these centers are skilled and trained in food service, safety, and cooking.

2.2.2 Staffing Changes

The Contractor must notify the Department if the Contractor's main point of contact has changed. Any changes must be recorded in the ACFP Web Data Base.

2.2.3 Use of Subcontractors

Subject to approval by the Department, the Contractor may sub-contract for meal service only. If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Department's Contract Manager and the Department's Chief Financial Officer in writing of such delay.

2.2.3.1 The Contractor shall not permit a subcontractor to perform services related to this agreement without having a binding, executed subcontractor agreement. In accordance with Paragraph 24 of the Standard Agreement, the Department will not be responsible or liable for any obligations or claims resulting from subcontracting services.

2.3 SERVICE LOCATION

2.3.1 Service Times

The Contractor shall ensure the provision of the services listed in this contract are available at times designated on the ACFP Web Data Base, are appropriate to meet client service needs at a minimum, and are in compliance with meal spacing requirements.

2.3.2 Changes in Service Delivery Location or Service Times

The Contractor shall provide the Department’s Contract Manager with 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Changes to location or service times may be made on the ACFP Web DB, but are not authorized until the Department’s Contract Manager has approved.

2.4 DELIVERABLES

2.4.1 Service Unit

The service units for this contract shall be measured as:

- (1) Number of Enrolled Eligible Participants.
- (2) Number of Meals/Snacks Served - A meal service unit is defined as a meal or snack served in accordance with the ACFP meal pattern, to an enrolled day participant at a contracted provider’s site. A maximum of two meals and one snack or two snacks and one meal may be claimed per day per enrolled participant.
- (3) Number of Days Meals were Served.

2.4.2 Programmatic Reports

The Contractor must submit the claims for reimbursement form, which includes, but is not limited to the following data: (1) the number of enrolled participants, and (2) the daily/monthly meal counts, and daily/monthly number of eligible attendees. In addition, for-profit agencies must submit a monthly Title XIX certification.

2.4.2.1 Background Screening Affidavit of Compliance

To demonstrate compliance with section 8 of the Standard Contract, the Contractor shall submit **ATTACHMENT G**, Background Screening Affidavit of Compliance annually, by June 15, 2012.

2.4.2.2 E-Verify Compliance

To demonstrate compliance with section 6.6 of the Standard Contract, the Contractor shall submit **ATTACHMENT J**, Verification of Employment Status Certification annually, by June 15, 2012.

2.4.3 Records and Documentation

The Contractor must ensure that records supporting the monthly claim are maintained including, but not limited to, enrolled day participant applications, enrollment rosters, daily menus, daily meal counts, meal vendor receipts, administrative review information and payroll information for any administrative costs claimed. See the current ACFP Policy Manual for the complete list of required forms.

2.5 PERFORMANCE SPECIFICATIONS

2.5.1 Outcomes and Outputs

The Contractor shall ensure that all meals served to ACFP enrolled participants meet the following minimum standards:

- (1) Meet or exceed the minimum component and portion size for the ACFP Meal Pattern; and
- (2) Are served in accordance with requirements and guidelines cited in the Florida Administrative Code (FAC), Chapter 64E-11.004; and Florida’s Food Hygiene Code. Chapter 64E-11.001.

2.6 CONTRACTOR’S FINANCIAL OBLIGATIONS

The Contractor shall operate a nonprofit food service for the benefit of ACFP enrolled participants, using all of the funding pursuant to this contract, solely for the operation or improvement of such a program and only for food service-related purchases permitted by state and federal rules and regulations; provided, however, that such income shall not be used to purchase equipment, land, buildings or to construct buildings.

2.7 DEPARTMENT RESPONSIBILITIES

2.7.1 Department Obligations

The Department shall ensure that all information submitted by the Contractor is confidentially maintained unless not exempt and subject to a public records request made pursuant to Chapter 119, Florida Statutes.

2.7.2 Program Guidance and Technical Assistance

The Department will provide an opportunity for ACFP training, at least once annually, to ensure that the Contractor's staff understands the program requirements.

2.7.3 Program/Contract Monitoring

The Department will review and evaluate the performance of the Contractor under the terms of this contract. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Contractor will have an announced monitoring review at least once every three (3) years and may be subject to an unannounced administrative review or a "drop in" review at any time during regular business hours. The administrative review ensures that centers adhere to ACFP Policies and Procedures as set forth in the manual. Anyone making such reviews shall show proper identification that demonstrates that they are employees of the Department or the USDA. During its on-site administrative review, the Department's representative will conduct an ACFP records review verifying reviewed claims for accuracy and conduct a food service and sanitation review. Food service production, storage and dining areas will be evaluated. As appropriate, the Contractor will submit a statement of corrective action for deficiencies identified to the Department by the date determined by the reviewer. Follow up to the review will be conducted either through the mail or a follow up site visit. The Department's determination of acceptable performance shall be conclusive.

SECTION III: METHOD OF PAYMENT

3.1 STATEMENT OF METHOD OF PAYMENT

The method of payment for this contract is fixed rate. The Contractor shall ensure fixed rates for reimbursable services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. Funds from this agreement must be expended and accounted for in accordance with the requirements of 7 CFR 226, FNS Instruction 796-2 ("Financial Management in the Child and Adult Care Food Program"), and 7 CFR 3015 and 3016.

3.2 REQUESTS FOR PAYMENT

The Contractor will submit monthly invoices by the 15th of the month following the month being claimed for reimbursement to the Department's Budget and Financial Administration Unit, 4040 Esplanade Way, Suite 215, Tallahassee, Florida, 32399-7000, or fax it to (850) 414-2348 using the claim form provided by the Department or the claim may be filed electronically. The Contractor is encouraged to electronically submit claims using the ACFP WebDB. The ACFP WebDB can be accessed at the ACFP home page: <http://elderaffairs.state.fl.us/english/nutrition.html>. Only authorized individuals may submit monthly claim for reimbursement forms. The Contractor's chairman of the board, president, owner or delegated authority must authorize named individuals to submit monthly claim for reimbursement information on **ATTACHMENT VIII**. If the email addresses are not provided on the attachment, the Contractor will not be authorized access to the ACFP Web DB.

3.2.1 The Department may, at its sole discretion, and with any necessary approval from USDA, grant an exception to this requirement. Claims not filed within 60 days after the close of the month in which the claim was incurred shall be disallowed. Except where a claim for reimbursement has been filed late because of audit adjustments.

3.2.2 Date for Final Request for Payment

The final request for payment will be due to the Department no later than November 30, 2013.

3.2.3 Documentation for Payment

Non-profit ACFP Providers must submit monthly a claim for reimbursement and a notice of significant menu variances. For-profit ACFP Providers must submit monthly a claim for reimbursement, a notice of significant menu variances, and for profit Adult Day Care Centers must also submit Monthly Certification of Eligibility.

SECTION IV: APPLICATIONS AND RENEWALS

4.1 Application Submittal for Program Participation

To participate in the ACFP, the Contractor shall submit a program application to the Department each year for the Contract Manager's review and approval. All forms and documents must be submitted in accordance with the current ACFP Policy Manual. The annual application may be filed electronically or by submission to the Department's Adult Care Food Program Administration Unit, 4040 Esplanade Way, Suite 360, Tallahassee, Florida, 32399-7000. The Contractor is encouraged to electronically submit their annual application using the ACFP WebDB. The ACFP WebDB can be accessed at the ACFP home page: <http://elderaffairs.state.fl.us/english/nutrition.html>. Only authorized individuals may access ACFP WebDB to edit or change the Contractor's application. The Contractor's chairman of the board, president, owner or delegated authority must indicate individuals that are authorized to change or edit the application on **ATTACHMENT VIII**. If the email addresses are not provided on the attachment, the Contractor's will not be authorized access to the ACFP WebDB.

4.2 Renewal of Contract

Notwithstanding Paragraph 5 of the standard contract, contractors must reapply each fiscal year. Any renewal of this contract is contingent on availability of federal ACFP funds. However, this does not limit the Department's ability to decline to renew or terminate this contract in accordance with 7 CFR 226.6(c).

4.3 Review

The Contractor shall have a right to an administrative review of any decision made by the Department to deny an application. In accordance with 7 CFR 226.6(k0), the Department has established procedures to request a review of administrative action taken by the Department. These procedures are referenced in **ATTACHMENT IX**.

**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

Name of Authorized Individual

Application or Agreement Number

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

Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

If the provider expends less than \$500,000.00 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 provider 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 provider resources obtained from other than federal entities.)

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

PART II: STATE FUNDED

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

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

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

If the provider expends less than \$500,000.00 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 provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

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

PART III: REPORT SUBMISSION

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

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

**Department of Elder Affairs
Attn: Holly Greuling
4040 Esplanade Way, Suite 360N
Tallahassee, FL 32399-7000**

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

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

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

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

**Department of Elder Affairs
Attn: Holly Greuling
4040 Esplanade Way, Suite 360N
Tallahassee, FL 32399-7000**

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

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

**Department of Elder Affairs
Attn: Holly Greuling
4040 Esplanade Way, Suite 360N
Tallahassee, FL 32399-7000**

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Child and Adult Care Food Program	Food and Nutrition Service, Department of Agriculture	10.558	\$37,000.00
TOTAL FEDERAL AWARD			\$37,000.00

**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:**

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 I 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 69I-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.
X 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 69I-.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 I.

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

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, West Palm Beach, FL 33401

Name and Address of Contractor

_____ Signature Shelley Vana _____ Name of Authorized Signer	_____ Chair Title	_____ Date
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(Revised June 2008)

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

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

Signature	Date
Chair	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

ATTACHMENT VII

Adult Care Food Program Adult Meal Pattern				
Food Components	Breakfast	Lunch	Supper	Snack*
MILK, Fluid¹	1 cup	1 cup	Optional, none required	1 cup
VEGETABLE(S) AND/OR FRUIT(S)² Vegetables and/or Fruit OR " Full-Strength" Vegetable or Fruit Juice OR an equivalent combination of Vegetable(s), Fruit(s), and Juice	½ cup (juice no more than three times weekly)	Two ½ cups (½ cup must be vegetable)	Two ½ cups (½ cup must be vegetable)	½ cup
GRAIN/BREAD³ Bread OR Cornbread, biscuits, rolls, muffins, etc. OR Cold dry cereal OR Cooked cereal OR Cooked Pasta or noodle product OR Cooked cereal grains or an equivalent quantity of any combination of bread /bread alternate	Must offer a total of 2 bread/bread alternate servings at breakfast, lunch & supper. For example: 2 slices of toast or ½ cup pasta and 1 slice of bread.			
	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup
MEAT & MEAT ALTERNATES Lean meat or poultry or fish or Alternate protein products ^{4, 5} OR Cheese OR Eggs OR Cooked dry beans or peas OR Peanut butter or soy nut butter or other nut or seed butters OR Peanuts or soy nuts or tree nuts or seeds ⁶ OR Yogurt, plain or sweetened and flavored		2 oz. 2 oz. 1 egg ½ cup 4 tbsp. 1 oz.= 50% 8 oz. or 1 cup	2 oz. 2 oz. 1 egg ½ cup 4 tbsp. 1 oz.= 50% 8 oz. or 1 cup	1 oz. 1 oz. ½ egg 1/3 cup 2 tbsp. 1 oz. 4 oz. or ½ cup
OFFER versus SERVE Participant may decline:	One of four food items	Two of six food items	Two of five food items	* Center must serve two of the four components

ATTACHMENT VIII

ADULT CARE FOOD PROGRAM AUTHORIZATION DESIGNATION

Individuals Authorized to Sign the Monthly Claim for Reimbursement Forms

Individual's names and pertinent information must be included in the following chart. If the email address is left blank the Contractor will not have access to the ACFP WebDB and must submit monthly claims via mail or fax.

Authorized Individual	Position Title	Email Address
<i>Example: John Smith</i>	<i>Accountant</i>	<i>smithj@aol.com</i>
Faith Manfra	DOSS Director	fmanfra@pbcgov.org
Tony Moore	Financial Analyst II	tmoore@pbcgov.org
Tammy Lampi	Operations Supervisor	tlampi@pbcgov.org
Sharon Rodgers	Case Work Supervisor	shroders@pbcgov.org
Vianey S. Yurkovich	Nutrition Coordinator	vsenayu@pbcgov.org
Margo Gomme	Fiscal Specialist III	mgomme@pbcgov.org
Elijah Hall T.	Fiscal Specialist III	ehall@pbcgov.org

Individuals Authorized To Change or Edit the ACFP Application

Individual's names and pertinent information must be included in the following chart. If the email address is left blank the Contractor will not have access to the ACFP WebDB and must submit all changes via mail or fax.

Authorized Individual	Position Title	Email Address
<i>Example: Mary Lou Brown</i>	<i>ADC Manager</i>	<i>brownml@adc.com</i>
Sharon Rodgers	Case Work Supervisor	shroders@pbcgov.org
Mallard D'haiti	Senior Service Aide	mdhaiti@pbcgov.org
Laura Bathelemy	Senior Service Aide	lbarthel@pbcgov.org
Jacquelyn Uceda	Senior Service Aide	juceda@pbcgov.org
Heather Caron	Senior Service Aide	hcaron@pbcgov.org

Authorized Representative: Shelley Vana Title: Chair

Signature: _____ Date: _____

**ADMINISTRATIVE REVIEW PROCEDURES FOR
ADULT CARE FOOD PROGRAM CONTRACTORS**

In accordance with 7 CFR Part 226.6(k), the Florida Department of Elder Affairs (DOEA), Adult Care Food Program, has established the following procedures which should be used by a sponsor and responsible principals/individuals requesting a review of administrative action taken by the Florida Department of Elder Affairs.

ACTIONS SUBJECT TO ADMINISTRATIVE REVIEW

- Application denial
- Denial of a sponsored facility application (site application)
- Notice of Proposed Termination
- Notice of proposed disqualification of a responsible principal/individual
- Suspension of participation due to health or safety reasons or submission of false or fraudulent claim
- Denial of all or a part of an institution’s claim for reimbursement [except for a denial based on a late submission under 226.10(e)]
- Demand for the remittance of an overpayment
- Any other action of the Department affecting a sponsor’s participation or its claim for reimbursement

Administrative review is not available for FNS decisions as listed in 7 CFR 226(k)(3)(i), determinations of serious deficiencies, disqualifications and terminations as qualified under 7 CFR 226.6(k)(3)(ii)-(iv).

PROCEDURE FOR FILING REQUEST FOR APPEAL

The Department will provide a Notice of Action when taking action subject to administrative review. The notice shall include the specific action to be taken or proposed, the basis for the action and a copy of these procedures for requesting review.

The Contractor may refute the Department’s action in person at a hearing or by submitting written documentation for review by an administrative review officer.

A request for an administrative review by a sponsor and responsible principals/individuals must be **submitted in writing and specify if the requestor is seeking a hearing or administrative review of documents only. A request must be received no later than fifteen (15) days from the date of receipt of notice of action.** Direct requests for review to:

Ms. Marcy Hajdukiewicz, Division Director
Statewide Community-Based Services
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399-7000

The Florida Department of Elder Affairs will acknowledge the receipt of the request for an administrative review within ten (10) days of receipt of the request. If a hearing is requested, the administrative review officer shall issue a Pre-Hearing Order at least ten (10) days in advance of the hearing date. The Order shall provide the time and place of the hearing.

In order to receive review of written documentation only, all documentation must be submitted to the administrative review official not later than thirty (30) days after receipt of the notice of action.

The institution and the responsible principals and responsible individuals may retain legal counsel, or may be represented by another person.

ATTACHMENT IX
2 of 3 pages

Any information on which the Department's action was based will be available to the institution and the responsible principals and responsible individuals for inspection from the date of receipt of the request for an administrative review.

If the institution's representative, or the responsible principals or responsible individuals or their representative, fail to appear at a scheduled hearing, they waive the right to a personal appearance before the administrative review official, unless the administrative review official agrees to reschedule the hearing. A representative of the Department must be allowed to attend the hearing to respond to the testimony of the institution and the responsible principals and responsible individuals and to answer questions posed by the administrative review official.

The institution and the responsible principals and responsible individuals must be permitted to contact the administrative review official directly if they so desire.

The administrative review official will make a determination based solely on the information provided by the Department, the institution, and the responsible principals and responsible individuals, and based on Federal and State laws, regulations, policies, and procedures governing the Program. The administrative review official will inform the Department, the institution's executive director, chairperson of the board of directors, responsible principals, and responsible individuals of the outcome of the review within sixty (60) days of the Department's receipt of the request for the administrative review.

The determination made by the administrative review official is the final administrative determination to be afforded the institution and the responsible principals and responsible individuals.

ADULT CARE FOOD PROGRAM

SAMPLE REQUEST FOR ADMINISTRATIVE REVIEW

_____ refutes the matters contained in the department's
[Requestor]

Notice of Action dated _____ and requests:

_____ A hearing before the administrative review officer.

_____ Administrative review of written documentation only.

Signature: _____ Date: _____

Send to:

Ms. Marcy Hajdukiewicz, Division Director
Statewide Community-Based Services
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399-7000

All requests for administrative reviews must be received within timeframes noted in the Administrative Review Procedure for Adult Care Food Program.

ATTACHMENT X

United States Department of Agriculture
Civil Rights Assurance

“The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received federal financial assistance from USDA; an hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program application by USDA. This includes any federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of foodservice equipment or any other financial assistance extended in reliance on the representations and agreements made *in this assurance*.”

“By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violations of this assurance the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the program applicant.”

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

**ADULT CARE FOOD PROGRAM
POLICY MANUAL, SEVENTH EDITION**
Provided with Contract

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 Street, Ste. 300	Completed By Faith R. Manfra, Director	
City, State, Zip Code West Palm Beach, FL 33401	Date August 24, 2012	Telephone (561) 355-4750

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

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

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
7	71.44	14.28	0	14.28	57.14	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 N/A or NO, explain. N/A YES NO
On file with AAA; filed annually.

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

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A 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 disability? If N/A or NO, explain. N/A YES NO
Consumers must be age 60+.

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain. N/A YES NO
Consumers must be age 60+.

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

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

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

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

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Provider's State Contracts List

REPORT PERIOD: From 10/01/2012
To 09/30/2013

PROVIDER INFORMATION:

Name: Palm Beach County Board of County Commissioners
Address: 810 Datura Street, WPB, FL 33401
FEID: 596000785

Phone #: (561) 355-4707
Email: vsermayu@pbcgov.org
Contact: Vianey S. Yurkovich

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1	Y3119	Adult Care Food Program (ACFP)	DOEA	10/1/12	9/30/13	Provides meal reimbursements for seniors attending Adult Day Care. ACFP provides breakfast, lunch, and snacks.			\$ 37,000 00
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									\$ 82,835 00

SIGNATURE: _____
TITLE: Chair

DATE: _____



ATTACHMENT G

BACKGROUND SCREENING
Affidavit of Compliance - Employer

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, Serving Health Insurance Needs of Elders 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 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name
 located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative
 that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 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

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
 Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>

ATTACHMENT J

Verification of Employment Status Certification

As a condition of contracting with the Department of Elder Affairs, Palm Beach County Board of County Commissioners, 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.

Signature
(Same as contract signature)

Date

Chair
Title

Palm Beach County Board of County Commissioners

Company Name

Attestation Statement

Agreement/Contract Number Y3119

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