

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date: November 20, 2012     Consent                      Regular  
     Ordinance                      Public Hearing

Department  
 Submitted By:     Community Services  
 Submitted For:    Division of Senior Services (DOSS)

=====

I. EXECUTIVE BRIEF

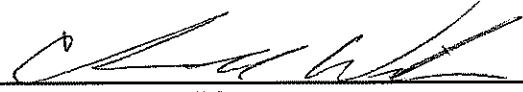
**Motion and Title: Staff recommends motion to approve:** Standard Agreement No. IC012-9500 for Community Care for the Elderly (CCE) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. for the period July 1, 2012, through June 30, 2015, in an annual amount not to exceed \$1,047,904 for services to seniors.


**Summary:** This agreement allows DOSS to provide in-home services, which are funded with \$1,047,904 in State funds, \$549,627 in County funds and \$35,127 in program income funds. Sufficient funding is included in the current budget to meet County obligations. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

**Background and Justification:** CCE allows DOSS to assist seniors and caregivers by providing in-home services such as case management, homemaker, chore, respite and personal care and home delivered meals to help seniors live independently.

**Attachments:** CCE Standard Agreement No. IC012-9500

=====

Recommended By:                      10/28/12  
     Department Director                     Date

Approved By:                      11/14/12  
     Assistant County Administrator                     Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	408,165	1,224,493			
External Revenue	(270,758)	(812,273)			
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>137,407</b>	<b>412,220</b>			

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

Is Item Included In Current Budget? Yes  X  No

Budget Account No.:

Fund  1006  Dept  144  Unit  1443  Object  Var.  Program Code/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. Budget amendment is on Agenda Item 3E-6 to align the budget to the actual grant award.

<u>Funds</u>	<u>12-13 CCE</u>
State	\$1,047,904
Program Income	35,127
Match (10%)	116,433
Addnl. County Funds	<u>433,194</u>
<b>Total</b>	<b>1,632,658</b>

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

**III. REVIEW COMMENTS**

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

J. J. Jacobson 11/14/12   
 OFMB  10/30/12 JB (SU) cc 11/11/12  Contract Development and Control  11/14/12 B. Neel

**B. Legal Sufficiency:**

[Signature] 11/14/12   
 Chief Assistant County Attorney

**C. Other Department Review:**

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

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

**AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.**

**STANDARD AGREEMENT**

**COMMUNITY CARE FOR THE ELDERLY**

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

**A. Purpose of Agreement**

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

**B. Incorporation of Documents within the Agreement**

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the Agreement, except to the extent that the agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

**C. Term of Agreement**

This is a three-year Agreement which shall begin on July 1, 2012 or on the date on which the Agreement has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, FL on June 30, 2015.

**D. Agreement Amount**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed \$1,047,904.00, or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment II and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Community Care for the Elderly (CCE)	2012	General Revenue	65.010	\$1,047,904.00
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$1,047,904.00</b>

**E. Renewals**

By mutual agreement of the Parties, in accordance with s.287.058(1)(f), F.S., the Agency may renew this Agreement for a period not to exceed three years, or the term of the original Agreement, whichever is longer. The renewal price, or method of 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 Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to the July 1<sup>st</sup> start date, the Agency may, at its discretion, extend this Agreement upon written notice for up to 180 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding contract amount.

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

The Provider is expected to spend all federal, state and other funds provided by the Agency for the purpose specified in

each Agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the agreement period. If the Agency determines that the Provider is not spending service dollars accordingly, the Agency may transfer funds to other providers during the year and/ or adjust subsequent funding allocations accordingly, as allowable under federal and state law. The Agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of institutional placement, irrespective of CCSA boundaries. The providers are therefore urged to outreach to consumers in greatest need in their CCSAs.

**G. Consumer Choice**

The Agency is committed to ensuring consumer choice in services and for providing redundancy of services in preparation for disaster/emergency situations. For this reason, the Provider must have vendor agreements with no less than two vendors for each service it provides. If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. **Any services where there are less than two vendors with the execution of this Agreement must be identified and documented to the Consumer Services Consultant within 30 days of the execution of this Agreement.** The Provider must provide the following services as required by State statute: case management, homemaker and chore services, respite care, adult day care, personal care services, home delivered meals, counseling, information and referral, and emergency home repair services.

**H. Compliance with Federal Law**

1. If this Agreement contains federal funds the following shall apply:
- 1.2 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 1.3 If this Agreement contains federal funds and is over \$100,000.00, the Provider 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 Provider shall report any violations of the above to the Agency.
- 1.4 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any state legislature. If this Agreement contains federal funding in excess of \$100,000.00, the Provider must, prior to Agreement execution, complete the Certification Regarding Lobbying form, **ATTACHMENT VI**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Compliance Officer, prior to payment under this Agreement.
- 1.5 In accordance with Appendix A to 2 CFR 215, the Provider 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.
- 1.6 If this Agreement contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 1.7 An Agreement award with an amount expected to equal or exceed \$25,000.00 and certain other agreement 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 Provider will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign Attachment IX prior to the execution of this Agreement.

- 1.8 The Provider shall not employ an unauthorized alien. The Agency shall 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 shall be cause for unilateral cancellation of this Agreement by the Agency.
- 1.9 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.
- 1.10 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 1.11 Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 1.12 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the Provider during the Agreement term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Provider shall complete and sign ATTACHMENT XVI, Verification of Employment Status Certification, prior to the execution of this Agreement.

**I. Compliance with State Law**

1. This Agreement 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.
2. The Provider shall comply with the requirements of s. 287.058, F.S. as amended.
  - 2.1. The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Agreement, which the Grant Manager must receive and accept in writing prior to payment in accordance with s.215.971, F.S. (1) and (2).
  - 2.2. The Provider will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
  - 2.3. If itemized payment for travel expenses is permitted in this Agreement, the Provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Agreement.
  - 2.4. The Provider will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this Agreement except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Agency may unilaterally terminate the Agreement.
3. If clients are to be transported under this Agreement, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
4. Providers 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.

5. The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.
6. In accordance with s. 287.135 F.S., any Provider 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 an agreement with the Agency for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Agency may terminate this agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider 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 Agreement contains \$1 million or more, the Provider shall complete and sign ATTACHMENT XV, Certification Regarding Scrutinized Companies Lists, prior to the execution of this agreement.

**J. Compliance with Agency Quality Assurance Requirements**

This agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment IV to this agreement; accurate CIRTS data entry; timely response to APS high risk referrals; adherence to DoEA nutrition program standards; performance specifications outlined in section D of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

1. The Agency, at its discretion, may impose sanctions on the Provider within the Agreement period, including withholding of Agreement payments, when repeated deficiencies in the same area go uncorrected as follows:
  - 1.1 First sanction – A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.
  - 1.2 Second sanction – If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.
  - 1.3 Third sanction – The Agreement is terminated as described in section AAA.

**K. Grievance Procedures**

The Provider shall develop and implement, and ensure through contract provisions that its subcontractors and vendors 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 provisions must ensure that the Minimum Guidelines for Recipient Grievance Procedures outlined in the current DoEA Programs and Services Handbook are followed.

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

**L. Audits, Inspections, Investigations, Public Records and Retention**

1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income, interest and expenditures of funds provided by the Agency under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.
2. The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, 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 Agreement, at no additional cost to the Agency.
3. Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention specified in this Agreement.
4. The Provider will assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the Department of Elder Affairs, and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts, agreements and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.
6. The Provider shall provide a financial and compliance audit to the Agency as specified in this agreement and in **ATTACHMENT VII** and ensure that all related third-party transactions are disclosed to the auditor.
7. The Provider 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.
8. The Provider must implement the necessary policies and procedures, to promote the security of information, including protection from loss, damage, defacement or unauthorized access.

**M. Nondiscrimination-Civil Rights Compliance**

1. The Provider will execute assurances in **ATTACHMENT X** that it will not discriminate against any person in the provision of services or benefits under this Agreement 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 Provider further assures that all 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.
2. The Provider will retain, on file, during the term of this Agreement a timely, complete and accurate Civil Rights Compliance Checklist in **ATTACHMENT XI**. The Provider will submit to the Agency a copy at the time the Agreement is executed.
3. The Provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
4. If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs 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 Provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**N. Provision of Services**

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

**O. Monitoring by the Agency**

1. The Provider will permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement, and to interview any clients, employees and subcontractor employees of the Provider to assure the Agency and/or the Department of Elder Affairs of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will deliver to the Provider a written report of its findings and request for development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Consumer Services Consultant. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in this Agreement. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action will also result in the agency taking any of the actions identified in Section AAA.

**Coordinated Monitoring with Other Agencies**

2. If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Agency, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this Agreement, and pursuant to s 287.0575, F.S. as amended, Florida's human services 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 Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

**P. Background Screening**

1. The Provider 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 exempted from the Department of Elder Affairs' level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435. F.S.
2. Further information concerning the procedures for background screening are found at <http://elderaffairs.state.fl.us/doea/backgroundscreening/php>.

**Q. Indemnification**

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

**R. Insurance and Bonding**

1. The Provider shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) of it. By execution of this Agreement, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance



necessary to provide reasonable financial protections for the Provider and the clients to be served under this Agreement. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Agreement. The Provider shall ensure that the Agency has the most current written verification of insurance coverage throughout the term of this Agreement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Agreement. The Provider must submit their most recent certificate of insurance at the time the Agreement is executed.

2. Throughout the term of this Agreement, the Provider agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this Agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
3. Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

**S. Confidentiality of Information**

The Provider shall not use or disclose any information concerning a recipient of services under this agreement 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.

**T. Health Insurance Portability and Accountability Act**

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

If the Provider will receive client's protected health information as a result of this Agreement, then the Agency recognizes that the Agency and the Provider are "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

**U Incident Reporting**

1. The Provider shall notify the Agency immediately, but no later than twenty-four (24) hours from, the Provider's awareness or discovery of conditions that may materially affect the Provider or subcontractor's ability to perform the services required to be performed under this Agreement or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Consumer Services Consultant (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
  - 1) Proposed client terminations;
  - 2) Service quality or service delivery problems;
  - 3) Contract non-compliance;
  - 4) Provider or subcontractor financial concerns and/or difficulties.
2. The Provider must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the Agency's Consumer Services Consultant within 48 hours.
3. The Provider must 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 Provider and its employees.

**V. New Contract(s) Reporting**

The Provider shall notify the Agency 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 Provider shall complete and provide the information in ATTACHMENT XIV.

**W. Sponsorship and Publicity**

1. As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and the State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." shall appear in at least the same size letters or type as the name of the organization.
2. The Provider shall not use the words "The State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the Agency/DOEA prior to use.
3. The Provider's website must include an active link to the Agency's website, [www.youragingresourcecenter.org](http://www.youragingresourcecenter.org).

**X. Assignments**

1. The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement.
2. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the Agency approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the Agreement.
3. This Agreement shall remain binding upon the successors in interest of either the Provider or the Agency.

**Y. Subcontracts**

1. The Provider is responsible for all work performed and for all commodities produced pursuant to this agreement, whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Agency deems necessary. The Provider further agrees that the agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against any such claims.
2. The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Provider and subcontractor, will result in a penalty as provided by statute.

The Provider will pay the vendor/subcontractor within seven (7) working days upon receipt of payment

from the Agency provided the vendor/subcontractor submits a correct invoice.

3. Subcontracts shall include but not limited to the following attachments: Civil Rights Certification, Lobbying Certification, Debarment Certification and Assurance of Compliance. The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

**Z. Independent Capacity of Provider**

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors, are independent contractors and are not employees of the Agency or the Department of Elder Affairs and shall not hold themselves out as employees or agents of the Agency or Department of Elder Affairs without specific authorization from the Agency or the Department of Elder Affairs. It is the further intent and understanding of the Parties that the Agency does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

**AA. Volunteers**

The Provider will promote the use of volunteers as prescribed in section 306(a)(12), Older Americans Act and section 430.07, F.S. In addition, the Provider will increase the use of volunteers in the planning and service area by providing training, technical assistance and funding, where possible, to support volunteer efforts of their subcontractors. **The Provider will maintain a written strategic action plan identifying how volunteers will be utilized and managed.**

**BB. Community Resource Update**

The Provider agrees to verify and submit updated information within one month after execution of this Agreement and twice yearly thereafter, during the months of February and August, to the REFER database managed by the Agency's Aging and Disability Resource Center (ADRC). Compliance with this requirement will be monitored.

**CC. Bankruptcy Notification**

If, at any time during the term of this Agreement, the Provider, its assignees, subcontractors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Agency. Within ten (10) days after notification, the Provider must also provide the following information to the Agency: (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.

**DD. Payment**

Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency's Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the Agreement, unless the bid specifications, purchase order, or this Agreement specify otherwise. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payment(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Providers shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

**EE. Funding Obligations**

The Agency acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in this Agreement. The Agency shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performance are in accordance with the terms of this Agreement, including but not limited to terms governing the Provider's promised performance and unit rates and/or reimbursement capitations specified. The Agency shall not be liable to the Provider for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in

accordance with all applicable state and federal rules. The Agency shall not be liable to the Provider for expenditures made in violation of applicable state and federal laws, rules, or provisions of this Agreement.

**FF. Return of Funds**

The Provider will return to the Agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this agreement that were disbursed to the Provider by the Agency. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Grant Manager, on behalf of the Agency, will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Agency notification or Provider discovery.

**GG. Data Integrity and Safeguarding Information**

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

Electronic client records and files must be stored in an encrypted format at all times. Storage devices include, but not limited to, computer servers, mobile devices such as laptops, notebooks, and phones, removable media such as CDs, jump drives, DVDs, and tape. Access shall be limited to staff members requiring the information in order to provide a service to the client.

The Provider shall not send any client information via email unless the information is sent in a secured manner through a data encryption service for email systems or if the client file(s) are encrypted prior to sending via email.

When faxing client information the Provider shall:

1. Limit the client information to the minimum necessary to accomplish the purpose of the communication
2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy
3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine
4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months
5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI
6. When faxing PHI, use fax cover sheets that include the following information:
  - Sender's name, facility, telephone and fax number
  - Date and time of transmission
  - Number of pages being faxed including cover sheet
  - Intended recipient's name, facility, telephone and fax number
  - Name and number to call to report a transmittal problem or to inform of a misdirected fax
  - If notified of a misdirected fax, instruct the unintended recipient to mail back the information or destroy the information by shredding
  - Confidentiality notice such as the following:

“**Confidentiality Notice:** The material contained in this facsimile transmission is either private,

confidential, privileged, contains Protected Health Information (PHI) or constitutes a work product protected by law and is intended only for the use of the individual(s) named above. If you are not the recipient, be advised that unauthorized use, disclosure, copying, distribution or the taking of any action is strictly prohibited. If you have received this transmission in error, please immediately destroy this facsimile and notify us via the telephone number listed above. HIPAA-023 Rev. (4103)”

**HH. Computer Use and Social Media Policy**

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

**II. Conflict of Interest**

The Provider will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or 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 Provider 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 Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) 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 Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

**JJ. Emergency Preparedness and Continuity of Operations**

1. The Provider shall within thirty (30) calendar days of the execution of this agreement submit to the Consumer Services Consultant verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plan must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.
2. In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement emergency relief measures and/or activities. In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the

potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

- a. Pre- and Post-event call down of at-risk clients;
- b. Evaluate the ability of the provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
- c. Delivery of services to all elderly in need after the storm, if necessary and possible;
- d. Dispatch designated Emergency Service Directors from the Provider to shelters within and outside the disaster area to help elderly evacuees;
- e. Distribution of meals before or after the event, if possible; and
- f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field Assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

The above measures are required minimums in provider disaster plans. Any other measures above and beyond should also be taken as necessary. The Area Agency on Aging is to assist as necessary with the Providers' implementation of emergency measures.

3. In the event a situation results in a cessation of services by a subcontractor, the Provider will retain responsibility for performance under this agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.
4. In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs.

**KK. 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.

**LL. Purchasing**

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

**MM. Patents, Copyrights, Royalties**

1. If this Agreement 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 Agreement, the Provider shall refer the discovery, invention or material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement 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 Agreement.
2. If the primary purpose of this Agreement 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 MM.

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

**NN. Dispute Resolution**

Any dispute concerning performance of the Agreement shall be decided by the Agency's President/CEO, who shall reduce the decision to writing and serve a copy on the Provider.

**OO. Financial Consequences of Non-Performance**

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

The Provider will not be charged with financial consequences when a failure to perform arises out of causes that were the responsibility of the Agency.

**PP. 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.

**QQ. Venue**

If any dispute arises out of this Agreement, the venue of such legal recourse will be Palm Beach County, Florida.

**RR. Entire Agreement**

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

**SS. Force Majeure**

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

**TT. 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.

**UU. Condition Precedent to Agreement: Appropriations**

The Parties agree that the Agency's performance and obligation to pay under this agreement are contingent upon an annual appropriation by the Legislature.

**VV. Addition/Deletion**

The Parties agree that the Agency reserves the right to add or to delete any of the services required under this Agreement when deemed to be in the Planning and Service Area's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

**WW. Waiver**

The delay or failure by the Agency to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Agency's right thereafter to enforce those rights, nor shall any single or partial exercise

of any such right preclude any other or further exercise thereof or the exercise of any other right.

**XX. Compliance**

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the Agreement to immediate, unilateral cancellation of the Agreement at the discretion of the Agency.

**YY. Final Invoice**

The Provider shall submit the final invoice for payment to the Agency on August 1, 2013. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**ZZ. Renegotiations or Modifications**

Modifications of the provisions of this Agreement 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 Agency's operating budget.

**AAA. Termination**

1. This Agreement 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 Chief Executive Officer of the Agency or the representative of the Provider responsible for administration of the Agreement.
2. In the event funds for payment pursuant to this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.
3. This Agreement may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Agency's or the Provider's rights to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in an Agreement with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (2) had an Agreement terminated by the Agency for cause.

**BBB Electronic Records and Signature**

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the



requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, Fla. Stat.; must comply with section GG, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

1. The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.
2. Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

**CCC. Complaint Procedures**

The Provider shall develop and implement complaint procedures and ensure that vendors and subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other complaints not related to termination, suspension or reduction in services which require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedures and include tracking the date, nature of complaint, and the determination of each complaint.

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

a.	The provider name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners 810 Datura Street West Palm Beach, Florida 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Faith Manfra, Director of Senior Services Palm Beach County Board of County Commissioners 810 Datura Street West Palm Beach, Florida 33401
c.	The name, address, and telephone number of the representative of the provider responsible for administration of the program under this agreement is:	Faith Manfra, Director of Senior Services Palm Beach County Board of County Commissioners 810 Datura Street West Palm Beach, Florida 33401 (561) 355-4753
d.	The names, address, telephone numbers and e-mail addresses of the Provider's designated in-house consultants on DOEA's Programs and Services Handbook, notices of instructions, and requirements of this Agreement:	Provider Representative Provider Name Provider Address Provider City, State, Zip Telephone Number E-mail Address  Provider Representative Provider Name Provider Address Provider City, State, Zip Telephone Number E-mail Address
e.	The section and location within the agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Center of Excellence 4400 N. Congress Avenue West Palm Beach, FL 33401
f.	The name, address, and telephone number of the Program Manager for the agency for this agreement is:	Dalia Dillon, Consumer Services Consultant Area Agency on Aging PB/TC 4400 N. Congress Avenue West Palm Beach, FL 33401 (561) 684-5885

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 agreement.

EEE.

**All Terms and Conditions Included**

This Agreement and its Attachments, I – XVI, 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 Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this agreement, the Parties agree that they have read and agree to the entire agreement.

July 2012 – June 2015

IC012-9500

IN WITNESS THEREOF, the parties hereto have caused this 54 page agreement to be executed by their undersigned officials as duly authorized.

**Provider:** PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the State of  
Florida

**AREA AGENCY ON AGING OF PALM  
BEACH/TREASURE COAST, INC.**

SIGNED

BY: \_\_\_\_\_  
Shelley Vana, Chair

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

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

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

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


Federal Tax ID: 59-6000785

Fiscal Year Ending Date:

Approved as to form and legal sufficiency

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

Approved as to terms and conditions

  
\_\_\_\_\_

Department Director

INDEX TO AGREEMENT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	20-31
ATTACHMENT II	BUDGET SUMMARY	32
ATTACHMENT III	APPROVED RATE SHEET	33
ATTACHMENT IV	AGREEMENT REPORT SCHEDULE	34
ATTACHMENT V	EXPENDITURE REPORT	35
ATTACHMENT VI	CERTIFICATION REGARDING LOBBYING	36
ATTACHMENT VII	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	37-41
ATTACHMENT VIII	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	42
ATTACHMENT IX	CERTIFICATION REGARDING DEBARMENT,SUSPENSION,INELGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	43
ATTACHMENT X	ASSURANCES – NON-CONSTRUCTION PROGRAMS	44-45
ATTACHMENT XI	CIVIL RIGHTS COMPLIANCE CHECKLIST	46-48
ATTACHMENT XII	DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK (ON CD)	49
ATTACHMENT XII	PROVIDER STATE CONTRACTS LIST	50
ATTACHMENT XIV	CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS	51
ATTACHMENT XV	VERIFICATION OF EMPLOYMENT STATUS	52

**DEPARTMENT OF ELDER AFFAIRS  
COMMUNITY CARE FOR THE ELDERLY  
STATEMENT OF WORK**

**SECTION I: SERVICES TO BE PROVIDED**

**A. DEFINITIONS OF TERMS AND ACRONYMS**

**1. AGREEMENT ACRONYMS**

Activities of Daily Living (ADL)  
Adult Protective Services (APS)  
Assessed Priority Consumer List (APCL)  
Comprehensive Assessment and Review for Long – Term Care Services (CARES)  
Community Care for the Disabled Adult (CCDA)  
Community Care for the Elderly (CCE)  
Client Information and Registration Tracking System (CIRTS)  
Department of Elder Affairs (DOEA)  
Department of Children and Families (DCF)  
Home Care for Disabled Adults (HCDA)  
Instrumental Activities of Daily Living (IADLS)  
Web-based Database System (WebDB)

**2. PROGRAM SPECIFIC TERMS**

**Aging Out:** The condition of reaching 60 years of age and being transitioned from the Department of Children and Families (DCF) Services, Community Care for Disabled Adults (CCDA) or Home Care for Disabled Adults (HCDA) services to the Department of Elder Affairs community-based services.

**Area Plan:** A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the area plan wherein the area agency on aging enters CCE specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the Department.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DoEA Form 701B is used by case managers to conduct the functional assessment.

**B. GENERAL DESCRIPTION**

**1. General Statement**

The primary purpose of the CCE program is to prevent, decrease or delay premature or inappropriate and expensive placement of older persons in nursing homes and other institutions. The CCE Program assists functionally impaired elderly persons in living as independently as possible in their own homes or in the homes of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization and coordination of multiple community-based services to assist elders to reside in the least restrictive environment suitable to their needs.

2. **Authority**

The relevant authority governing the CCE program are:

- (1) Rule 58C-1, Florida Administrative Code
- (2) Sections 430.201 through 430.207, F.S.

3. **DOEA Programs and Services Handbook**

The Provider will designate at least one of its key staff to assure compliance with this contract and with the Department of Elder Affairs Programs and Services Handbook in its entirety, with particular attention to Chapter 5 and Appendix B. A second staff person must also be identified as back-up for these responsibilities. These designees should be listed in section DDD of the Standard Agreement.

**Incorporation of Reference Memoranda**

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

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

4. **Scope of Service**

The Provider is responsible for the programmatic, fiscal, and operational management of CCE. The program services shall be provided in a manner consistent with and described in the Provider's current service provider application and the current Department of Elder Affairs Program and Services Handbook.

5. **Major Program Goals**

The major goals of the Community Care for the Elderly program are to preserve the independence of elders and prevent or delay more costly institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency and provide a continuum of service alternatives that meet the diverse needs of functionally impaired elders.

6. **Key Principles for Contract Administration**

The major program goals above are to be achieved keeping in mind the following Key Principles for Contract Administration:

**General**

1. Contract administration is consumer centered.

2. The Area Agency on Aging and its partners faithfully carry out their obligations as contained in executed contract agreements.
3. The Area Agency on Aging and its partners seek opportunities to remedy administrative shortcomings and improve procedures.

**Service Delivery**

1. Consumers are offered choice of providers to the greatest degree possible.
2. The Area Agency on Aging manages and maintains the Assessed Priority Consumer List.
3. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and the DoEA Programs and Services Handbook.
4. Consumers are served in order of their priority scores determined by DoEA's 701A and 701B assessments.
5. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.
6. Program reporting is submitted timely and accurate as required by contracts and the Handbook.

**Fiscal**

1. Contract funds are expended in programs for which they were authorized and appropriated by state law.
2. Program budgets adjust to meet the needs of consumers with the highest priority scores.
3. Care plans are carefully monitored to maximize contract funds.
4. Consumer program enrollments are restricted within the limits of program funding.
5. The Area Agency on Aging and its partners establish and maintain controls that ensure transparent accountability for contract funds and budgets at all times.
6. Fiscal reporting is submitted timely and accurately as scheduled.

**C. INDIVIDUALS TO BE SERVED**

**1. General Eligibility**

The CCE program provides a continuum of services for functionally-impaired elders.

**2. Individual Eligibility**

In order to receive services under this Agreement, an applicant must:

- (1) Be at least 60 years of age;
- (2) Be functionally impaired as determined through the initial comprehensive assessment; and
- (3) With the exception of Adult Protective Services (APS) high-risk referrals, consumers may not be dually enrolled in the Community Care for the Elderly (CCE) program and a Medicaid capitated long-term care program.

**3. Targeted Groups**

Priority for services provided under this agreement shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected or exploited.

**SECTION II: MANNER OF SERVICE PROVISION**



**A. SERVICE TASKS**

In order to achieve the goals of the CCE program, the Provider shall ensure the following tasks are being performed:

- (1) Client Eligibility Determination;
- (2) Delivery of Services to Eligible Clients; and
- (3) Monitoring the performance of its subcontractors or vendors.

**1. Client Eligibility Determination**

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Attachment I, Section C.

**2. APS High-Risk Referrals**

The Provider shall ensure that APS high-risk referrals who are enrolled in a Medicaid long-term care program at the time of referral receive crisis-resolving CCE-funded services only under the following circumstances:

- (1) The long-term care program provider is contacted regarding the referral as soon as it is received;
- (2) The CCE lead agency receives notification from the long-term care program provider that the long-term care program in which the consumer is enrolled will address the consumer's needs; and
- (3) The CCE lead agency may only provide services until the crisis is resolved.

**3. Assessment and Prioritization of Service Delivery for New Clients**

Intake assessments and prioritization of service delivery for new clients shall be accomplished in accordance with Your Aging Resource Center Program Activation Protocols which are incorporated in this agreement by reference.

**4. Abuse, Neglect and Exploitation**

The Provider will ensure that pursuant to Section 430.205(5), Florida Statutes, those elderly persons who are determined by adult protective services to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm and are referred by adult protective services, will be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the Provider as established in accordance with the Memorandum of Understanding, or its successors, separately executed among the provider, the Department of Children and Families, Adult Protective Services and the Agency, which is incorporated in this Agreement by reference.

**5. Priority Criteria for Individuals in Nursing Homes in Receivership**

Residents referred pursuant to this subsection shall be given primary consideration for receiving services under the CCE program in a manner as persons classified to receive such services pursuant to Section 430.205 Florida Statutes.

**6. Referrals for Medicaid Waiver Services:**

- (1) The Provider must, through the client assessment, identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.
- (2) Individuals who have been identified as being potentially Medicaid Waiver eligible are required to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found

ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.

- (3) Individuals who have been identified as being potentially Medicaid Waiver eligible must be advised of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

**7. Delivery of Service to Eligible Clients**

The Provider shall provide a continuum of service that meets the diverse needs of functionally impaired elders. The Provider shall ensure performance and reporting of the following services in accordance with the current Department of Elder Affairs Programs and Services Handbook. The services include the following categories:

- (1) Core Services;
- (2) Health Maintenance Services; and
- (3) Other Support Services

**8. Core Services for Programmatic Operation**

Core Services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization.

- |                               |                               |
|-------------------------------|-------------------------------|
| (1) Adult Day Care;           | (8) Housing Improvement;      |
| (2) Chore Services;           | (9) Legal Assistance;         |
| (3) Companionship;            | (10) Pest Control Services;   |
| (4) Escort;                   | (11) Respite Services;        |
| (5) Financial Risk Reduction; | (12) Shopping Assistance; and |
| (6) Home Delivered Meals;     | (13) Transportation;          |
| (7) Homemaker;                |                               |

**9. Health Maintenance Services**

Health Maintenance Services are routine health services that are necessary to help maintain the health of functionally impaired elders. The services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Typical services provided are the following:

- |   |   |
|---|---|
| (1) Adult Day Health Care;              | (8) Nutrition Counseling;   |
| (2) Emergency Alert Response;           | (9) Occupational Therapy;   |
| (3) Gerontological Counseling;          | (10) Personal Care;   |
| (4) Health Support;                     | (11) Physical Therapy;  |
| (5) Home Health Aide;                   | (12) Skilled Nursing Services;                                    |
| (6) Medication Management;              | (13) Specialized Medical Equipment,<br>Services and Supplies; and |
| (7) Mental Health Counseling/Screening; | (14) Speech Therapy   |

**10. Other Support Services**

Support Services expand the continuum of care options to assist functionally impaired elders and their caregivers.

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Material Aid; and

## (5) Other

- 11. Monitoring the Performance of Subcontractors and Vendors**  
The Provider shall monitor at least once per year each of its subcontractors, subrecipients, vendors, and/or consultants paid from funds provided under this Agreement. The Provider will perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this Agreement are achieved.
- 12. Use of Subcontractors**  
Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider 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 Provider shall notify the Agency's Consumer Services Consultant and the Agency's Chief Financial Officer in writing of such delay.
- The Provider shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Paragraph Y.1 of the Standard Agreement, the Agency will not be responsible or liable for any obligations or claims resulting from such action.
- 13. Remedies-Nonconforming Services**  
The Provider shall ensure that all goods and/or services provided under this contract for CCE funded programs are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
- In addition to meeting certain prescribed quality standards, any nonconforming goods (including home-delivered meals) and/or services not meeting such standards will not be eligible for reimbursement under this contract. The Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services shall be borne solely by the Provider. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.
- B. SERVICE LOCATION AND EQUIPMENT**
- 1. Service Times**  
The Provider shall ensure the provision of the services listed in the agreement during normal business hours unless other times are more appropriate to meet the performance requirements of the Agreement, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.
- 2. Changes in Service Delivery Location or Service Times**  
The Provider shall provide the agency's Consumer Services Consultant with 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Agency's Consumer Services Consultant.
- 3. Equipment**  
Purchasing of equipment is prohibited under this contract.

**C. DELIVERABLES**

Service		Unit of Service
Adult Day Care Case Aid Case Management Chore Services Companionship Escort Financial Risk Reduction Homemaker Housing Improvement Legal Assistance Respite Services Adult Day Health Care Gerontological Counseling	Health Support Home Health Aide Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Therapy Skilled Nursing Services Speech Therapy Caregiver Training/Support	Hour
Emergency Alert Response		Day
Material Aid Medication Management Pest Control Services Specialized Medical Equipment, Services and Supplies		Episode
Escort Shopping Assistance Transportation		One-Way Trip
Home Delivered Meals		Meal

**1. Reports**

The Provider shall respond to additional routine and/or special requests for information and reports required by the Agency in a timely manner as determined by the Consumer Services Consultant. The Provider shall establish due dates for any subcontractors or vendors that permits the Provider to meet the Agency's reporting requirements.

**1.2 Client Information and Registration Tracking System (CIRTS) Reports**

The Provider shall input CCE specific data into CIRTS to ensure CIRTS data accuracy. The Provider shall use CIRTS generated reports, which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;

- (6) Aging and Disability Resource Center Reports; and
- (7) Outcome Measurement Reports.

**1.3 Service Cost Reports**

The Provider shall submit to the Agency semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

**1.4 Vendor Minority Report**

The Provider shall submit to the agency a vendor minority report, the first day after the quarter has ended; no later than October 1, January 1, April 1 and July 1.

**1.5 Surplus/Deficit Report and Encumbrance Analysis Report**

The Provider will submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's Consumer Services Consultant by the 15th of each month. Beginning with the report due October 15, 2012 this report will be expanded to include an Encumbrance Analysis Report. This report is for all agreements and/or contracts between the Provider and the Agency. The report shall include the following:

- (1) The Provider's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Department will be resolved;
- (2) Recommendations to transfer funds to resolve surplus/deficit spending; and
- (3) Input from the Provider's Board of Directors on resolution of spending issues, if applicable.

At a minimum the detailed plan regarding a surplus must explain the number of clients the provider intends to add to the CCE program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client and the timeframe for adding the clients. The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly costs/client.

The Provider shall respond to surplus/deficit inquiries and will provide ad-hoc reports as requested by the Agency.

**2. Records and Documentation**

The Provider will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTIS or any such system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards.

- 2.1** The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed-up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its agreements and/or contracts with subcontractors. These policies and procedures shall be made available to the Agency upon request.

**D. PERFORMANCE SPECIFICATIONS****1. Outcomes and Outputs**

(1) The Provider shall timely submit to the Agency all reports and all information as required by the Agreement.

(2) The Provider must identify a minimum of two point persons who will serve as the Provider's in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency's Fiscal and Consumer Services staff in a timely manner. Their names and contact information should be listed in Section DDD of the Standard Agreement.

The performance of the Provider in providing services described in this Agreement shall be measured by the current Service Provider Application strategies for the following criteria:

- (1) Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (2) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (3) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (4) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

(3) The Provider's Executive Director is required to meet quarterly with the Agency CEO to discuss issues pertinent to Agreement performance and the Key Principles of Contract Administration.

Any future outcome measures identified by the Agency and/or the Department of Elder Affairs shall be incorporated by reference.

**2. Compliance and Enforcement**

The provider shall comply with all the terms and condition set forth in this Agreement, the CCE RFP pursuant to which this Agreement was awarded (unless superceded by new provisions in this Agreement), the Service Provider Application, the ADRC Access Point Agreement, Your Aging Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other appropriate action if the Agency finds that:

- 1) an intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to this contract, or substantially and negatively affected the operation of services covered under this contract;

- 2)the Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- 3)the Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of the enforcement of such laws or regulations;
- 4)the Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- 5)the Provider has failed to adhere to the terms of this Agreement; or
- 6)the Provider consistently misses performance measure targets as described in Section J of the Standard Agreement), or does not demonstrate to the satisfaction of the Agency that a program budget surplus/deficit problem is being addressed in order to avoid closing out the Agreement year with a budget variance of more than two percent.

In making any determination under this provision the Agency may rely upon the findings of another state or federal agency, or other regulatory body.

### **3. Monitoring and Evaluation Methodology**

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

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

## **E PROVIDER'S FINANCIAL OBLIGATION**

### **1. Matching, Level of Effort, and Earmarking Requirement**

The Provider will assure that there is a match of at least 10 percent of the cost for all CCE services. The Provider's match will be made in the form of cash and/or in-kind resources. At the end of the Agreement period, all CCE funds must be properly matched. State funds cannot be used to match another state-funded program.

**2. Cost sharing and Co-payments**

The Provider will establish annual co-payment goals. The Agency has the option to withhold a portion of the Provider's Request for Payment if goals are not met according to the DOEA's co-payment guidelines. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE program can be used as part of the local match.

- 3.** The Provider agrees to distribute funds as detailed in the Budget Summary, Attachment II to this agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an agreement amendment. Any adjustment to the approved annual supporting budget schedule should be identified on the monthly invoice of the month the adjustment occurred. A revised supporting budget schedule is not required unless the changes impact the Budget Summary, Attachment II to this agreement.

**F. AGENCY RESPONSIBILITIES**

**1. Program Guidance and Technical Assistance**

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

**2. Agreement Monitoring**

The Agency shall, at its own discretion, conduct monitoring concerning any aspect of the Provider's performance of this agreement.

**SECTION III: METHOD OF PAYMENT**

**A. STATEMENT OF METHOD OF PAYMENT**

This is a fixed rate for services Agreement. The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed **\$1,047,904.00**, subject to the availability of funds.

**B. REQUESTS FOR PAYMENT**

The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms.

- 1.** The due date for the request for reimbursement and report(s) shall be no later than the 15<sup>th</sup> day of the following the month being reported.
- 2.** All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement.
- 3.** Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph FF of this agreement.
- 4.** Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT II**. Any changes in the amounts of federal or general revenue funds



identified on the ATTACHMENT II require an Agreement amendment.

**5. Date for Final Request for Payment**

The final request for payment will be due to the Agency no later than August 1, 2013 for the 2012-2013 agreement year; August 1, 2014 for the 2013-2014 agreement year, and August 1, 2015 for the 2014-2015 agreement year.

**6. Documentation for Payment**

The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals, such as Department of Financial Services, upon request.

7. The Provider will enter all required data per the Department of Elder Affairs' CIRTS Policy Guidelines for clients and services in the CIRTS database. Data will be entered into CIRTS before the Provider submits their request for payment and expenditure reports to the Agency. CIRTS data for services received must be entered into CIRTS by the 20<sup>th</sup> day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. Once entered into CIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

8. The Agency will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report will verify client information provided by the Provider and will be reviewed by the Agency before the Provider's request can be approved by the Agency.

**C. ADVANCE PAYMENTS**

1. The Provider may request up to two months of advances at the start of the Agreement period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to DOEA by the State of Florida ("budget release"). The Provider shall provide the Agency's Grant Manager documentation justifying the need for an advance and describing how the funds will be disbursed.

2. The Provider's requests for advance require the approval of the Agency's Grant Manager. If sufficient budget is available, the Agency will issue approved advance payments after July 1, 2012.

3. Advance recoupment schedule is on Attachment IV to this Agreement.

**BUDGET SUMMARY**

1. CCE Client Services	838,323.00
2. CCE Case Management	\$188,623.00
3. CCE Case Aide	\$20,958.00
4. Total	\$1,047,904.00

**RATE SHEET**

SERVICE	2011 REIMBURSEMENT UNIT RATE	2012 REIMBURSEMENT UNIT RATE
ADULT DAY CARE	\$9.83	\$10.03
ADULT DAY HEALTH CARE	\$0.00	\$0.00
CAREGIVER TRAIN/SUPPORT (GRP)	\$0.00	\$0.00
CAREGIVER TRAIN/SUPPORT (INDV)	\$0.00	\$0.00
CASE AIDE	\$23.34	\$23.81
CASE MANAGEMENT	\$39.66	\$40.45
CHORE	\$14.47	\$14.76
CHORE (ENHANCED)	\$0.00	\$0.00
CHORE (ENHANCED) - VENDOR PAYMENT	\$0.00	\$0.00
COMPANIONSHIP	\$14.47	\$14.76
CONSUMABLE MEDICAL SUPPLIES	\$0.00	\$0.00
COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	\$68.25	\$69.62
COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	\$0.00	\$0.00
EMERGENCY ALERT RESONSE - INSTALLATION	\$0.00	\$0.00
EMERGENCY ALERT RESPONSE	\$0.83	\$0.85
ESCORT	\$14.47	\$14.76
GERONTOLOGICAL COUNSELING	\$0.00	\$0.00
HEALTH SUPPORT	\$0.00	\$0.00
HOME DELIVERED MEALS	\$0.00	\$0.00
HOME HEALTH AIDE	\$0.00	\$0.00
HOME NURSING	\$0.00	\$0.00
HOMEMAKER	\$14.47	\$14.76
HOUSING IMPROVEMENT	\$0.00	\$0.00
LEGAL SERVICES	\$0.00	\$0.00
MATERIAL AID	\$0.00	\$0.00
MEDICATION MANAGEMENT	\$0.00	\$0.00
NURSING SERVICES	\$0.00	\$0.00
NUTRITION COUNSELING	\$0.00	\$0.00
NUTRITION EDUCATION	\$0.00	\$0.00
OCCUPATIONAL THERAPY	\$0.00	\$0.00
OTHER SERVICES	\$0.00	\$0.00
PERSONAL CARE	\$14.47	\$14.76
PEST CONTROL INITIATION	\$0.00	\$0.00
PEST CONTROL MAINTENANCE	\$0.00	\$0.00
PHYSICAL THERAPY	\$0.00	\$0.00
RESPIRE	\$14.47	\$14.76
RESPIRE IN-FACILITY	\$0.00	\$0.00
RISK REDUCTION FINANCIAL ASSES	\$0.00	\$0.00
RISK REDUCTION FINANCIAL MAINT	\$0.00	\$0.00
RISK REDUCTION NUTRITIONAL	\$0.00	\$0.00
RODENT CONTROL INITIATION	\$0.00	\$0.00
RODENT CONTROL MAINTENANCE	\$0.00	\$0.00
SHOPPING ASSISTANCE	\$0.00	\$0.00
SPECIALIZED MEDICAL EQUIPMENT & SUPPLIES	\$30.00	\$30.60
SPEECH THERAPY	\$0.00	\$0.00
SUPPLIES/SERVICES	\$0.00	\$0.00
TRANSPORTATION	\$0.00	\$0.00

**AGREEMENT REPORT SCHEDULE**

<b>Report</b>	<b>Based On</b>	<b>Submit to the Agency on this Date</b>
1	July Advance*	June 20
2	August Advance*	June 20
3	July Expenditure Report / Surplus Deficit Report	August 15
4	August Expenditure Report / Surplus Deficit Report	September 15
5	Minority Vendor Report # 1	October 1
6	September Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	October 15
7	October Expenditure Report / Surplus Deficit Report	November 15
8	November Expenditure Report / Surplus Deficit Report /Encumbrance Analysis Report	December 15
9	Minority Vendor Report # 2	January 1
10	December Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	January 15
11	January Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	February 15
12	February Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	March 15
13	Minority Vendor Report # 3	April 1
14	March Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	April 15
15	April Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	May 15
16	May Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report	June 15
17	Minority Vendor Report # 4	July 1
18	June Expenditure Report /Surplus Deficit Report/Encumbrance Analysis Report	July 15
19	Final Expenditure and Closeout Report	August 1

Note # 1: All advance payments made to the Provider shall be returned to the Agency as follows: one-twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three.

Note #2: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the agency, payment is to accompany the report.

EXPENDITURE REPORT

ATTACHMENT V

CCE

NAME OF PROVIDER

MONTH/YEAR

Prepared by: \_\_\_\_\_

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

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
CCE		-		-	-	-	-	-
CCE		-		-	-	-	-	-
CCE		-		-	-	-	-	-
CCE	ADVANCE		1.00	-	-	-	-	-
				-	-	-	-	-

Other Fiscal Information

Program Code	Service Code	YTD Amount	Rate	YTD Requested	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
CCE	Program Income							
CCE	Cash Match		1.00	-		-		
CCE	In-kind Match		1.00	-		-		
CCE	ASSESSED		1.00	-		-		
CCE	COLLECTED		1.00	-		-		

#DIV/0! YTD GOAL  
 #DIV/0! YTD GOAL  
 100.00% GOAL

#DIV/0!  
 #DIV/0! Anything over 10% requires written confirmation from provider.

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

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

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

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

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

Chair

\_\_\_\_\_  
Name of Authorized Individual Application or Agreement Number

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

**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the agency to the provider may be subject to audits and/or monitoring by the agency, 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 agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the agency. In the event the agency determines that a limited scope audit of the contractor is appropriate, the provider agrees to comply with any additional instructions provided by the agency to the contractor 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 contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

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

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

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

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the agency 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 agency shall be fully disclosed in the audit report with reference to the agency 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 agency 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 8 months after the end of the contractor's fiscal year end.

***PART II: STATE FUNDED***

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

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

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

If the contractor expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the contractor expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the 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 agency 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 agency shall be fully disclosed in the audit report with reference to the agency 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 agency 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 8 months after the contractor's fiscal year end. Notwithstanding the applicability of this portion, the agency retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.



**PART III: REPORT SUBMISSION**

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

The agency at the following address:

**Area Agency on Aging of Palm Beach/Treasure Coast  
Attn: Joyce Norris  
4400 N. Congress Avenue  
West Palm Beach, FL 33407**

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 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

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

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

**Area Agency on Aging of Palm Beach/Treasure Coast  
Attn: Joyce Norris  
4400 N. Congress Avenue  
West Palm Beach, FL 33407**

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

The agency at the following address:

**Area Agency on Aging of Palm Beach/Treasure Coast  
Attn: Joyce Norris  
4400 N. Congress Avenue  
West Palm Beach, FL 33407**

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 agency 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 agency 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 agency 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 agency, 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 agency.

**PART I: AUDIT RELATIONSHIP DETERMINATION**

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

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

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

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

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)\*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)\*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)\*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

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

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

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

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

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

Name and Address of Contractor

	Chair	
Signature	Title	Date

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

(Revised June 2008)

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

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals 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  
 Chair

\_\_\_\_\_  
 Date  
 Palm Beach County Board of County Commissioners

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Agency/Organization

(Certification signature should be same as Contract signature.)

**Instructions for Certification**

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the agency 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 agency 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.

## 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

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS  
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

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

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

---

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	%Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	%Hispanic	% Other	% Female	% Disabled	

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

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

---

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

---

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

---

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

---



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

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

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

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

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER  
 \_\_\_\_\_

15. Is the program/facility physically accessible to mobility, hearing and sight impaired individuals? If NA or NO, explain. NA YES NO

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

16. Has a self-evaluation been conducted to identify any barriers to serving handicapped individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees and YES NO

participants of nondiscrimination on the basis of handicap? If NO, explain.

\_\_\_\_\_

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.   YES NO

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

Provider's State Contracts List

REPORT PERIOD: From \_\_\_\_\_  
To \_\_\_\_\_

PROVIDER INFORMATION:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEID: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contact: \_\_\_\_\_

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

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

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

ATTACHMENT XIV

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Provider named in the Agreement to which this form is an attachment, hereby certifies that:

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

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

\_\_\_\_\_  
Signature  
(Same as Agreement signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair  
Title

ATTACHMENT XV

**Verification of Employment Status Certification**

**As a condition of contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., (Provider Agency Name) hereby referred to as Provider certifies the use of the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of (a) all persons employed during the Agreement term to perform employment duties within the State of Florida and (b) all persons (including subcontractors) assigned by the Provider to perform work pursuant to the Agreement with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**

\_\_\_\_\_  
Signature  
(Same as Agreement signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair  
Title

\_\_\_\_\_  
Palm Beach County Board of County Commissioners

**EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT**

Background

The Area Agency of Palm Beach/Treasure Coast, Inc. is awarding the Palm Beach County Board of County Commissioners Community Care for Elderly funds for the 2012 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing CCE services to CCE eligible clients beginning July 1, 2012; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2012. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will provide reimbursement at the new contract rate and funding back to July 1, 2012 service date as to prevent services from being delayed or interrupted and assure all funds are reimbursed. The extension until December 31, 2012 allows the Division of Senior Services to start utilizing the new contract funding prior to the date signed by all parties.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting July 1, 2012.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Attestation Statement**

Agreement/Contract Number IC012-9500

Amendment Number N/A

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

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

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
Date



ORIGINAL DATE: 7/1/12  
 REVISED DATE:  
 REVISION NUMBER:

III.B. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY

\* (Indicate all DOE A funding sources applicable to your agency)

Funding Source      Mark which one applies:  
 ADI  
 CCE                      X  
 HCE

	(Service Reference)	(1)	(5)	(6)	(14)	(17)	(58)	(18)	(10)	(29)	(43)	(53)	(8)	
DESCRIPTION	TOTAL SERVICES	Adult Day Care	Case Aid	Case Management	Counseling (Gerontological): Individual	Emergency Alert Response	Specialized Medical Equipment, Services & Supplies	Escort	Companion ship	Homemaker	Personal Care	Respite (In-Home)	Chore	In-Home Services Total (E,C,H,P,R,SA & CH)
1. Total Budgeted Cash Costs	1,386,917	25,057	26,832	240,858	2,927	28,163	173,050	2,355	127,784	168,669	246,918	338,666	5,638	890,030
1. (a) Add Inkind Cost	0													
1. (b) Total Budgeted Costs	1,386,917	25,057	26,832	240,858	2,927	28,163	173,050	2,355	127,784	168,669	246,918	338,666	5,638	890,030
2. Total Budgeted Units	76,949	2,005	880	4,663	13	17,679	2,464	128	7,074	9,430	13,922	18,415	276	49,245
2.(a) Total Cost Per Unit of Service	n/a	12.50	30.49	51.65	225.12	1.59	70.23	18.40	18.06	17.89	17.74	18.39	20.43	18.07
3. Less NSIP	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Less Cash Match	116,433	2,234	2,329	20,958	100	1,670	8,378	210	11,602	15,465	22,833	30,201	453	80,764
5. Less Inkind Match	0													
6. Less Program Income Used as Match	0													
Sub-Total Match:	116,433	2,234	2,329	20,958	100	1,670	8,378	210	11,602	15,465	22,833	30,201	453	80,764
7. Less Program Income	35,127						35,127							
8. Less Other Non-Matching Cash & Co-payments	187,453	2,716	3,545	31,277	1,926	11,466	54,142	251	11,763	14,015	18,590	36,653	1,109	82,381
9. Adjusted Budgeted Costs	1,047,904	20,107	20,958	188,623	901	15,027	75,403	1,894	104,419	139,189	205,495	271,812	4,076	726,885
10. Adjusted Cost Per Unit of Service	n/a	10.03	23.81	40.45	69.62	0.85	30.60	14.76	14.76	14.76	14.76	14.76	14.76	14.76
12. Estimated Number of UNDUPLICATED Clients	200	5	100	200	1	50	80	3	20	55	60	25	5	168