

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	320,198				
External Revenue	(320,198)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1006 Dept 144 Unit 1458/1459 Object Var. Program Code Var. Program Period

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

Federal Funds through the Department of Elder Affairs. No County funds are required.

C. Departmental Fiscal Review:

TM
Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

OFMB [Signature] 12/4/12 Contract Development and Control [Signature] 12/11/12
 [Signature] 12/12/12 [Signature] 12/11/12

B. Legal Sufficiency:

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

C. Other Department Review:

Department Director

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

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

BGRV - 144- 112612*125
BGEX - 144- 112612*464

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/3/12	REMAINING BALANCE
REVENUES								
DOSS-C2								
144-1459-3162	Physical Health & Nutrition	165,058	165,058	14,867		179,925		
	Total Receipts and Balances	7,592,929	7,677,054	14,867	0	7,691,921		
EXPENDITURES								
DOSS-C2								
144-1459-3419	Contracted Food	1,079,042	1,079,042	14,867		1,093,909	79,731	1,014,178
	Total Appropriations & Expenditures	7,592,929	7,677,054	14,867	0	7,691,921		

Signatures

Date

By Board of County Commissioners
At Meeting of December 18, 2012

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

Channell Wilkins

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

**STANDARD AGREEMENT
NUTRITION SERVICES INCENTIVE PROGRAM**

THIS AGREEMENT is entered into between the Area Agency on Aging of Palm Beach/Treasure Coast 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.”

WITNESSETH THAT:

WHEREAS, the Agency has determined that it is in need of certain services as described herein; and **WHEREAS**, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Provider of the Agency.

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

1. Purpose of 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.

1.2 Department Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The Department’s vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida’s aging services network are expected to support the Department’s mission, vision, and program priorities.

2. Incorporation of Documents within the Agreement

The Agreement will incorporate attachments, proposal(s), service provider application(s) and separate packages(s) and any revisions approved in writing by the agency, 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.

3. Term of Agreement

This is a three-year Agreement which shall begin on October 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 September 30, 2015. Notwithstanding this provision, the payment for services shall be as provided in ATTACHMENT I, Statement of Work, paragraph 3.2.1.

4. Agreement Amount

The Agency agrees to pay for services according to the terms and conditions of this Agreement in an amount not to exceed \$320,198.00, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract, agreement, or from any other source are not eligible for payment under this Agreement.

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Nutrition Services Incentive Program	2012-2013	Older Americans Act	93.053	\$320,198.00
TOTAL AGREEMENT AMOUNT:				\$320,198.00

5. Renewals

By mutual agreement of the parties, in accordance with s. 287.058(1)(g), F.S., the Agency may renew the Agreement for a period not to exceed three years, or the term of the original Agreement, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original 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 October 1st 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.

6. Compliance with Federal Law

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

- 6.1.1.** The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 6.1.2.** If this 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 CF R 30. The Provider shall report any violations of the above to the Agency.
- 6.1.3** 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 Certification for Contracts, Grants, Loans, and Agreements form, ATTACHMENT II. All disclosure forms as required by the Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Agreements form must be completed and returned to the Consumer Services Consultant, prior to payment under this Agreement.
- 6.1.4** 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.
- 6.1.5** 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).

- 6.1.6** An Agreement with an award amount expected to equal or exceed \$25,000.00 and certain other agreement awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The 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 V, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower Tier Covered Transactions, prior to the execution of this Agreement.
- 6.2** 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. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this Agreement by the Agency.
- 6.3** If the Provider is a non-profit organization 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.
- 6.4** The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.5** 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.
- 6.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, 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 contract term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision; see ATTACHMENT XIV, Verification of Employment Status Certification.
- 7. Compliance with State Law**
- 7.1** 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.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider will provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Agreement and the Service Provider Application, which the Agency must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.6 In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the 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 contract contains \$1 million or more, the Contractor shall complete and sign ATTACHMENT XIII, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.
8. **Background Screening**
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 excepted from the Department's 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 and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435, F.S. To demonstrate compliance with section 8 of this Agreement, the Provider shall submit ATTACHMENT XII, Background Screening Affidavit of Compliance, annually, by January 15th
- 8.1 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.
9. **Grievance and Complaint Procedures**

9.1 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.

9.2 Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that 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.

10. Audits, Inspections, Investigations, Public Records and Retention

- 10.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** 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.
- 10.3** 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 period in paragraph 10.2.
- 10.4** The Provider shall assure that the records described in this section 10 shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Agency 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 and or agreements and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.

- 10.6** The Provider shall provide a financial and compliance audit to the Agency as specified in this Agreement and in ATTACHMENT III, Financial and Compliance Audit, and ensure that all related third-party transactions are disclosed to the auditor. The financial and compliance audit must be submitted to the Agency no later than 180 days from the date of the Provider's fiscal year end.
- 10.7** 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.
- 11. Nondiscrimination-Civil Rights Compliance**
- 11.1** The Provider will execute assurances in ATTACHMENT VI, Assurances – Non-Construction Programs, 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 contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2** The Provider must complete and return with this executed Agreement a complete and accurate Civil Rights Compliance Checklist (ATTACHMENT VIII). The Provider must retain this Checklist, on file, during the term of this Agreement.
- 11.3** 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.
- 11.4** 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.
- 12. Provision of Services**
The Provider will provide services in the manner described in ATTACHMENT I, Statement of Work.
- 13. Monitoring by the Agency**
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 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, a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Consumer Services Consultant.

13.1 Coordinated Monitoring with Other Agencies

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.

14. Indemnification

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.

Provider's obligation to indemnify and defend shall be triggered on the seventh (7th) day following the Agency's notice of claim for indemnification to Provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify the Agency, with seven (7) calendar days following notice by the Agency. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision by Provider. The Provider's obligations under this section are contingent upon the agency giving the Provider: (1) prompt written notice of any action or threatened action for which the Agency is seeking indemnification; (2) the opportunity to take over and settle or defend any such action at the Provider's sole expense, and (3) assistance in defending the action at the Provider's sole expense. The Provider shall not be liable for any cost, expense or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld.

- 14.1** Except to the extent permitted by s. 768.28, F.S., or other Florida law, section 14 is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

15. Insurance and Bonding

- 15.1** 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.

15.2 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.

15.3 Providers shall submit to the Agency a Certificate of Insurance five (5) days after the policy renewal date as outlined in paragraph 15.1

16. 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.

17. 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.

18. Incident Reporting

18.1 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 noncompliance;
- 4) Provider or subcontractor financial concerns and/or difficulties.

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.

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

19. New Contracts and or Agreement(s) Reporting

The Provider shall notify the Agency within ten (10) days of entering into a new agreement 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 IX, Provider's State Contracts List.

20. 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 eight (8) 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.

21. Sponsorship and Publicity

21.1 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 name), Area Agency on Aging of Palm Beach/Treasure Coast, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used. This shall include, but is not limited to any correspondence or other writing, publication or broadcast that refers to such program. The Provider website should also list Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and State of Florida, Department of Elder Affairs as sponsors.

21.2 The Provider shall not use the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." and "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained from the Agencies prior to use.

21.3 If applicable Provider's website should include an active link to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. website.

22. Assignments

22.1 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. This Agreement shall remain binding upon the successors.

22.2 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.

- 22.3 This Agreement shall remain binding upon the successors in interest of either the Provider or the Agency.

22.4 **Subcontracts**

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. Such subcontractors shall be subject to the conditions of this Agreement, incorporating it by reference. This Agreement does not provide any rights to said subcontractor. 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.

- 22.5 For every transaction, the Provider must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section 210 and in section 215.92 F.S., and this determination must be documented in writing. When a vendor relationship is identified, a contract with all of the terms and conditions set forth in this Agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the Provider chooses to pass down program compliance to the vendor in the written agreement. The Provider is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this contract.

The Provider shall promptly pay any subcontractors upon receipt of full or partial payment from the Agency within seven (7) working days. 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 the Agency taking action as outlined in section 47 of this Agreement.

Payments to vendors contracted by the Provider/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these timeframes may result in the Agency taking action as set forth in section 47 of this Agreement.

The Provider must submit all fiscal information regarding services contracted to subcontractors pursuant to this contract if requested by the Agency.

23. **Independent Capacity of Provider**

It is the intent and understanding of the parties that the Provider, or any of its subcontractors, are independent providers and are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. 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.

24. 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 at (850) 413-5665. Subcontractors and vendors experiencing problems obtaining timely payment(s) from Providers may contact the Agency's Consumer Services Consultant.

Alternatively, at its discretion, the Agency may, for reasonable cause, suspend the payment of funds pending corrective action by the Provider or pending a decision by the Agency to terminate the contract. The Agency may, for reasonable cause, prohibit the Provider from incurring additional obligation of any funds received from the Agency, pending corrective action by the Provider or a decision to terminate the contract. Said suspension of payment of funds or obligation thereof may apply to all or part of the Provider's operations funded by the Agency.

25. 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 Chief Financial Officer, on behalf of the Agency, will notify the Provider by letter 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.

26. Management Information Systems

Where collection of client data in electronic format is required:

1. The Agency shall employ a Local Area Network (LAN) Administrator who shall assure the Provider's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the DOEA. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The Provider shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the DOEA the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines."
2. The Agency will ensure the collection and maintenance of client and service information on a monthly basis from CIRTS or any such system designated by the DOEA. Maintenance includes valid exports and backups of all data and systems according to DOEA standards.
3. Providers must enter all required data per the DOEA CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into CIRTS before the subcontractors submit their request for payment and expenditure reports to the Provider. The Provider shall establish timeframes to assure compliance with due dates for the request for payment and expenditure reports to the Agency.

4. The Provider will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the "Termination" clause in section 47 of this Agreement, including delaying or withholding payment until the problem is corrected.

27. 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 backup and recovery. The Provider shall complete and sign ATTACHMENT VIII, Department of Elder Affairs Civil Rights Compliance Checklist, 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)”.

28. Computer Use and Social Media Policy

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

29. 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/vendors, potential contractors/vendors, 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.

30. Public Entity Crime

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

31. Purchasing

- 31.1** The 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.
- 31.2** The Agency is committed to embracing diversity in the provision of services to Florida's elders and in providing fair and equal opportunities for all qualified minority businesses in Florida. The Provider shall report information to the Agency on utilization of certified minority and non-certified minority subcontractors and/or vendors receiving funds pursuant to this contract. This report shall be submitted to the Agency by the 5th of the month following the end of each quarter.
- 32. Patents, Copyrights, Royalties**
If this Agreement is awarded state funding and if any discovery, invention or copyrightable material is developed or 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.
- 32.1** 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 32.
- 32.2** If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.
- 33. Emergency Preparedness and Continuity of Operations**
- 33.1** If the tasks to be performed pursuant to this Agreement, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, 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. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.
- 33.2** 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.
- 33.3** The Provider must develop, and implement, as needed, a comprehensive emergency management plan that incorporates operational procedures for preparation, response and continuity of operations, including client services, in the aftermath of a declared emergency event. These plans must include the names of designated emergency contact persons and must be updated annually and submitted to the Agency by May 1 of each year.

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.

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the DOEA 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 DOEA 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 DOEA shall have such authority to order the implementation of such measures. All actions directed by the DOEA 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

34. Dispute Resolution

Any dispute concerning performance of the Agreement shall be decided by the Consumer Services Consultant, who shall reduce the decision to writing and serve a copy on the Provider.

35. Financial Consequences of Non-Performance

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

35.2 The Agency reserves the right to impose sanctions on the Provider within the Agreement period, including partial withholding of Agreement payments, when repeated deficiencies go uncorrected as follows:

First Occurrence – Written warning.

Second Occurrence – 10% withheld from any unpaid invoice. Funds withheld will be released upon receipt of acceptable documentation to overcome the previously reported program deficiencies and program performance is considered satisfactory.

Third Occurrence – 10% withheld from all unpaid invoice until the previously reported program deficiencies have been cleared and program performance is considered satisfactory. Funds withheld will not be released.

Fourth Occurrence – Agreement terminated as stated in section 47.

36. 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.

37. Venue

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

38. 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.

39. 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.

40. **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.

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

The Parties agree that the Agency's and State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual allocation of funds by the Legislature.

42. **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.

43. **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.

44. **Compliance**

The Provider agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the 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.

45. **Final Invoice**

The Provider shall submit the final invoice for payment to the Agency as specified in paragraph 3.2.1 (date for final request for payment) of ATTACHMENT I, Statement of Work. 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.

46. **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 parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes necessary. 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.

47. **Termination**

- 47.1 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 Consumer Services Consultant or the representative of the Provider responsible for administration of the Agreement.

In the event the Provider terminates this Agreement at will, the Provider agrees to submit, at the time it serves notice of the intent to terminate, a plan that identifies procedures to ensure services for clients pursuant to this Agreement or any subcontract will not be interrupted or suspended by the termination. In the event that a contract between the Provider and its subcontractor is terminated, the Provider shall require the subcontractor to submit to the Provider and the Agency a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

- 47.2 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 Consumer Services Consultant 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.
- 47.3 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.
- 47.4 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.

48. **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. The Provider shall submit Volunteer Statistics quarterly to the Agency.

49. **Consumer Outcomes**

1. The Provider will develop client outcome measures consistent with those developed by the Agency and the DOEA.
2. The Provider will be responsible for achieving targets set by the legislature for performance based program budgeting and will incorporate into subcontracts as necessary.

3. The Provider will submit outcome reports to the Agency on a monthly basis. A written response must be submitted to any and all outcome measures that indicate the Provider has not met the year-to-date target. Providers will submit the reports to their program manager no later than the tenth (10) of each month.

50. Management Objectives

The Provider shall:

1. Ensure that the Board completes an annual performance evaluation of the executive director
2. Ensure that documentation is kept of meetings, including board approval of policies and procedures, board approval of budgets, extraordinary reporting, and complete disclosure of the financial condition of the agency
3. Ensure that adequate planning and preparation occurs in the development of the Service Provider Application and subsequent amendments within Agency established time frames
4. Ensure that operations and service delivery reflect the communities served, including community input in Service Provider Application and inclusion of community representation in Provider's governing board.

51. 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 27, 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.

52. 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 Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Faith Manfra, Director of Senior Services Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 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 Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401 561-355-4746
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging of Palm Beach/Treasure Coast Fiscal Department 4400 N. Congress Avenue West Palm Beach, FL 33407
e.	The name, address, and telephone number of the Agreement Manager for the Agency for this Agreement is:	Dalia Dillon, Consumer Services Consultant Area Agency on Aging of Palm Beach/Treasure Coast 4400 N. Congress Avenue West Palm Beach, FL 33407 (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.		

53. All Terms and Conditions Included

This Agreement and its Attachments, I – XIV, 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.

IN WITNESS THEREOF, the parties hereto have caused this 60 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: _____
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

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ATTACHMENT I

STATEMENT OF WORK

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 AGREEMENT ACRONYMS

- Area Agency on Aging (AAA)
- Community Care Service Area (CCSA)
- Client Information and Registration Tracking System (CIRTS)
- Department of Elder Affairs (DOEA)
- Dietary Reference Intake (DRI)
- Nutrition Services Incentive Program (NSIP)
- Older Americans Act (OAA)
- Planning and Service Area (PSA)
- United States Department of Agriculture (USDA)
- Service Provider Application (SPA)

1.1.2 PROGRAM SPECIFIC TERMS

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 (OAA) and Agency instructions.
Area Plan Update: A revision to the area plan wherein the area agency on aging enters OAA program specific data in CIRTS. An update may also include other revisions to the area plan as instructed by the Agency.

1.2 DEPARTMENT OF ELDER AFFAIRS MISSION STATEMENT

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The Department’s vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida’s aging services network are expected to support the Department’s mission, vision, and program priorities

1.2.1 AGENCY’S MISSION STATEMENT

Our mission is to promote, support and advocate for the independence, dignity and wellbeing of seniors, adults with disabilities, and those who care for them in a manner that values diversity, reflects the communities we serve and embraces the collaboration of the aging network.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

The NSIP is intended to provide incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. The NSIP is intended to provide incentives for the effective delivery of nutritious meals to older individuals. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

1.3.2 Authority

The relevant authority governing NSIP are:

- (1) Older Americans Act of 2006, as amended, Section 311;
- (2) 42 U.S.C. 303a, 42 U.S.C. 604, 42 U.S.C. 3057; and
- (3) Section 430.101, Florida Statutes; and

1.3.2.1 Incorporation of Reference Memoranda

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

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

1.3.3 Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of the Nutrition Services Incentive Program (NSIP), including oversight of the nutrition service operations of its subcontracted providers. The services provided under this Agreement shall be in a manner consistent with the Provider's Service Provider Application, Separate Package and any revisions approved in writing and in accordance with the DOEA Programs and Services Handbook.

In fulfilling the terms of this Agreement, the Provider's scope of services shall include completion of the following service tasks: (1) Client Eligibility Determination; (2) Program Eligibility Compliance; (3) Program Coordination and Oversight; (4) Ensuring Compliance with Prescribed Nutrition Requirements; (5) Ensuring Compliance with Prescribed Food Origin Requirements; and (6) Compliance with Program Reporting and Records Management Requirements.

The Provider shall use the NSIP funding under this Agreement to supplement funding for food used in meals served under the OAA.

1.3.4 Term of Provision of Services

The term of this Agreement for the delivery of services shall be as referenced in section 3 of this Agreement. However, for the purpose of settling upon the appropriate meal reimbursement rate, as provided by USDA, the Agreement shall remain open until December 31, 2013 for the 2012-2013 agreement year; December 31, 2014 for the 2013-2014 agreement year, and December 31, 2015 for the 2014-2015 agreement year.

1.3.5 Major Program Goals

The major goals of the Nutrition Services Incentive Program (NSIP) program are to:

- (1) Supplement funding for food used in meals served by Older Americans Act Nutrition Program Providers; and
- (2) Provide incentives for the effective delivery of nutritious meals to older individuals.

1.4 INDIVIDUALS TO BE SERVED**1.4.1 Client Eligibility Determination**

Client eligibility for Congregate Meals is as follows:

- (1) Individuals age 60 or older;
- (2) Spouses (regardless of age) attending the dining center with their eligible spouse;

- (3) Persons with a disability, regardless of age, residing in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- (4) Persons with disabilities residing at home with and accompanying an eligible person to the dining center; and
- (5) Volunteers, regardless of age, providing essential services on a regular basis during meal hours.

Client eligibility for Home Delivered Meals is as follows:

- (1) Individuals age 60 or older who are homebound by reason of illness, disability or isolation;
- (2) The recipient's spouse of a homebound eligible individual, regardless of age if the provision of the collateral meal supports maintaining the person at home;
- (3) Individuals with a disability, regardless of age, residing at home with eligible individuals and are dependent on them for care;
- (4) Persons at nutritional risk having physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and
- (5) Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

1.4.2 Restrictions

Meals served to an elderly individual funded in whole or in part under the Medicaid Waiver, Home Care for the Elderly or Community Care for the Elderly (CCE) Program or other means tested programs may not be included in the NSIP count.

SECTION II: MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

2.1.1 Task List

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

- (1) Client Eligibility Determination;
- (2) Program Eligibility Requirements;
- (3) Program Coordination and Oversight;
- (4) Ensuring Compliance with Prescribed Nutrition Requirements;
- (5) Ensuring Compliance with Prescribed Food Origin Requirements; and
- (6) Compliance with Program Reporting and Records Management Requirements.
- (7) Monitoring the Performance of Subcontractors.

2.1.1.1 Client Eligibility Determination

The Contractor will ensure that applicant data is evaluated to determine eligibility. Client eligibility determination as listed in ATTACHMENT I, Statement of Work, paragraph 1.4.1.

2.1.1.2 Program Eligibility Requirements

Entities considered to be eligible for program participation must meet the following criteria:

- (1) An agency that has received a grant under the OAA Title III must serve the meal (Ref. OAA section 311(42 U.S.C.3030a)); and

(2) A nutrition service provider who is under the jurisdiction, control, management and audit authority of the Agency and the Department of Elder Affairs must serve the meal.

2.1.1.3 Oversight of Provider's Nutrition Service Operations

The Provider shall oversee the nutrition service provider operations to ensure that the requirements of ATTACHMENT I, Statement of Work, paragraphs 2.1.1.1 and 2.1.1.2 are met as well as any other applicable regulations and policies prescribed by the Department of Health and Human Services, USDA, state and local health departments or any other agency designated to inspect meal quality for the State.

2.1.1.4 Prescribed Nutritional Requirements

The Provider shall ensure that each meal provided under this NSIP Agreement meets the following criteria:

(1) Complies with the current Dietary Guidelines for Americans, published by the secretaries of the Department of Health and Human Services and the Department of Agriculture; and

(2) Provides a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences.

2.1.1.5 Food Origin and Commodities Requirements

Consistent with existing requirements of the Nutrition Services Incentive Program, the Provider and/or its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

2.1.1.6 Compliance with Program Reporting and Records Management Requirements

The Provider shall ensure that all program reporting requirements evidencing service delivery are timely met. The Provider must establish interim report submittal due dates for its subcontractors to permit the Provider to meet the Agency reporting deadlines.

In addition to any special reports that may be requested by the Agency, the Provider shall comply with the reporting and records management requirements as referenced in ATTACHMENT I, Statement of Work, paragraphs 2.4.2 – 2.4.2.6.

2.2 Use of Subcontractors and Monitoring the Performance of Subcontractors

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 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 section 22 of this Agreement, the Agency will not be responsible or liable for any obligations or claims resulting from such action.

Monitoring the Performance of Subcontractors

The Provider shall conduct at least one monitoring per Agreement year of each subcontractors, subrecipients, vendors and/or consultants paid from funds provided under this Agreement. The

Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this Agreement are achieved.

2.3 SERVICE LOCATION AND EQUIPMENT

2.3.1 Service Times

The Provider shall ensure the provision of the services listed in this Agreement is available at times appropriate to meet client service needs at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

2.3.2 Equipment

Purchasing of equipment is prohibited under this Agreement.

2.4 DELIVERABLES

2.4.1 Service Unit

The Provider shall provide the services described in the Agreement in accordance with the current Department of Elder Affairs Programs and Services Handbook. The chart below lists the services that can be performed and the unit of measurement:

<u>Service</u>	<u>Unit of Service</u>
Congregate Meals	Meal
Home Delivered Meals	Meal

2.4.2 Reports and Reporting Requirements

The Provider shall adhere to the reporting and records management requirements outlined below. The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Agency.

2.4.2.1 Service Provider Application Update and All Revisions Thereto

The Provider is required to submit a Service Provider Application update wherein the Agency enters OAA specific data CIRTS.

2.4.2.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider is required to use CIRTS reports in the web-based CIRTS database system to ensure CIRTS data accuracy. The report categories include:

- (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.

Failure to ensure the collection and maintenance of the CIRTTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in section 35 or the "Termination" clause in section 47 of this Agreement, including delaying or withholding payment until the problem is corrected.

2.4.2.3 Service Costs Reports

The Agency shall require the Provider to submit to the Agency semi-annual service cost reports by July 30th, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

2.4.2.4 Surplus/Deficit 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. This report is for all Agreements and/or contracts between the Provider and the Agency. The report will include the following:

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

2.4.2.5 Records Management and Documentation

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

2.4.2.6 The Provider will run monthly CIRTTS reports and verify that client and service data in CIRTTS is accurate. The Generated Cost Report must be submitted to the Agency with the monthly request for payment and expenditure report and must be approved by the Agency prior to payment.

2.5 PERFORMANCE SPECIFICATIONS

2.5.1 Outcomes and Outputs

(1) The Provider shall submit timely to the Agency all reports described in ATTACHMENT I, Statement of Work, paragraph 2.4.2. The Provider shall submit timely to the Agency all reports described in ATTACHMENT X, Report Schedule;

(2) The Provider shall submit timely to the Agency all information described in ATTACHMENT I, Statement of Work, paragraph 2.4.2.5; and

(3) The Provider shall ensure services in this Agreement are in accordance with the current Department of Elder Affairs Programs and Services Handbook.

2.5.2 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 of 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.

2.5.3 Remedies-Nonconforming Meals and Services

The Provider shall ensure that all meals served and reimbursed under this Agreement are compliant with the prescribed nutritional requirements referenced in ATTACHMENT I, Statement of Work, paragraphs 2.1.1.3 – 2.1.1.5.

Any nonconforming meals not meeting such nutritional and food origin requirements shall not be eligible for reimbursement under this program. The costs associated with preparing or providing nonconforming meals shall be borne solely by the Provider. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, safety or nutritional value of meals served to clients; and the Provider's ability to provide meals, to achieve programmatic performance or to provide sound financial management of the program.

2.6 PROVIDERS'S FINANCIAL OBLIGATIONS

2.6.1 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 this 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 Provider is therefore urged to outreach to consumers in greatest need in the Provider's CCSA(s).

The Provider agrees to distribute funds as detailed in this Agreement and the service provider application. Any changes in the total amounts of the funds identified in this Agreement, number of meals served or meal rate require an amendment to this Agreement.

2.7 AGENCY RESPONSIBILITIES

2.7.1 Program Guidance and Technical Assistance

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

2.7.2 Program/Contract Monitoring

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

The Provider will be subject to at least one quality assurance review and site visit annually by the Agency. The review is to ensure fiscal, administrative and programmatic compliance with this Agreement and review the quality of services as specified in the Service Provider Application.

By entering into this Agreement, the Provider agrees to comply and cooperate with any quality assurance review procedures/processes deemed appropriate by the Agency, Chief Financial Officer of the Department of Financial Services, Auditor General or any federal personnel.

1. The Provider will be responsible for implementing all corrective actions from previous and current quality assurance review reports in a timely manner. The Provider must assign a high priority to the resolution of quality assurance review findings and recommendations to ensure corrective actions(s) addressing programmatic, fiscal, and/or operational deficiencies are fully and timely implemented.
2. The Provider will be responsible for at least one quality assurance review per year of its subcontractors. The Provider will perform fiscal, administrative and programmatic quality assurance review of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
3. 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 section 35, Financial Consequences of Non-Performance clause or section 47, Termination clause of this Agreement.

SECTION III: METHOD OF PAYMENT

3.1 STATEMENT OF METHOD OF PAYMENT

This is a fixed rate Agreement. The Agency shall make payment to the Provider for provision of services up to a maximum number of units of service and at the prospective rate stated below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$0.68

The prospective rate is based on the estimated OAA grant award.

3.2 REQUESTS FOR PAYMENT

3.2.1 Date for Final Request for Payment

(1) The final request for payment will be due to the Agency no later than December 31, 2013 for services provided during the 2012 Federal Fiscal Year beginning October 1, 2012 through September 30, 2013; December 31, 2014 for services provided during the 2013 Federal Fiscal Year beginning October 1, 2013 through September 30, 2014; December 31, 2015 for services

provided during the 2014 Federal Fiscal year beginning October 1, 2014 through September 30, 2015; the Agreement is in effect through December 31 for each year of the Agreement.

The additional three months (October 1 through December 31) are to allow rates to be adjusted for the service period. This Agreement shall automatically terminate after the final rate for the federal fiscal year has been established and the release of final payments are authorized by the Agency.

(2) In the event that the final reimbursement rate is greater or less than the rate in ATTACHMENT I, Statement of Work, paragraph 3.1, then this Agreement shall be appropriately adjusted upon notice from the Agency's Consumer Services Consultant.

3.2.2 Documentation for Payment

All requests for reimbursement shall be in accordance with policy regarding reimbursable meals and Client Information and Registration Tracking System (CIRTS) policy regarding data entry for reimbursable meals. All requests for reimbursement shall include:

- (1) The request for reimbursement shall be submitted on DOEA Form 117, NSIP Request for Reimbursement, ATTACHMENT VII;
- (2) A CIRTS report must be submitted with DOEA Form 118 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOEA Form 117 and DOEA Form 118;
- (3) Duplication or replication of the DOEA form 117 and DOEA Form 118 via data processing equipment is permissible but replication must include all data elements in the same format as included on the departmental form; and
- (4) The due date for the request for reimbursement and report(s) shall be no later than the 10th day of the month following the month being reported, except for the final request for reimbursement shall be no later than December 20, 2013 for the 2012-2013 agreement year; December 20, 2014 for the 2013-2014 agreement year, and December 20, 2015 for the 2014-2015 agreement year.

The Provider certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts, including paid subcontractor invoices, and will be produced upon request by the Agency. The Provider further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in ATTACHMENT III, Financial and Compliance Audit, Exhibit -2 Part II of this Agreement and that administrative expenses do not exceed amounts budgeted in the Provider's supporting budget schedule as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965 as amended.

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

Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of complete and accurate financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in section 25 of this Agreement.

ATTACHMENT II

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

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Agreement Number

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

Name and Address of Organization

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Area Agency on Aging to the provider may be subject to audits and/or monitoring by the Area Agency on Aging, 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 of staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency on Aging. In the event the Department of Elder Affairs determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Agency by this Agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from or passed through 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 Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

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

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Agreements with the 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 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Agency 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. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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, FL 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 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all rights and obligations to monitor and oversee the performance of this Agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

Two copies to the Area Agency on Aging at the following address:

**Area Agency on Aging Palm Beach/Treasure Coast
Attn: Dalia Dillon
4400 N Congress Avenue
West Palm Beach, FL 33407**

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 Agency 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.

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Nutrition Services Incentive Program	Older Americans Act	93.053	\$320,198.00
TOTAL FEDERAL AWARD			\$320,198.00

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, F.S. 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 Agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section_ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

ATTACHMENT IV

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

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

(1) The Provider and any sub-contractors of services under this Agreement 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 Provider, sub-contractor(s), or any outside entity on which the Provider 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, Provider(s) will take immediate action to assure data integrity.

(3) If this Agreement 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 Provider (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 Provider 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 Provider and any sub-contractor(s) of services under this Agreement 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 Provider shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all Providers 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 Provider

Signature Title Date

Name of Authorized Signer

Revised June 2008

ATTACHMENT V

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

(1) The prospective Provider certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Agency or agency.

(2) Where the prospective Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature

Date

Chair

Title

Palm Beach County Board of County Commissioners

Agency/Organization

(Certification signature should be same as Agreement 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 Agreement 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 Provider 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 Provider will provide immediate written notice to the Consumer Services Consultant if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Provider 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 Provider 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 Provider 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 Provider 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 Provider may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

Revised June 2008

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title V 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 subcontracts.

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 Wild and Scenic Rivers Acts 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. of 470), EO11593 (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-Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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

ATTACHMENT VII

REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT Nutrition Services Incentive Program American Recovery and Reinvestment Act			
Provider Name & Address	Type of Report A. Payment Request: Regular _____ Final _____ B. Method of Payment Reimbursement	This Request Period: Report # _____ Contract # _____ PSA	
CERTIFICATION: I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for the purposes set forth in the contract documents.			
Prepared By:	Date:	Approved By:	Date:
PART A: Reimbursement Computation:	YTD	CURRENT MONTH	
1. Number of Meals Served	0.00	\$0.00	
2. Line 1 Times \$.68 Per Meal	0.00	0.00	
4. Amount to be Reimbursed	0.00	0.00	
PART B: Contract Summary/Status - USDA Cash			
5. Approved Contract Amount		0.00	
6. Reimbursement Requested Through Last Report		0.00	
7. Contract Balance Per Last Report		0.00	
8. Amount to be Reimbursed this Report		0.00	
9. Contract Balance		0.00	

DOEA FORM 117

PSA/PROVIDER MONTHLY MEAL REPORT

1. PSA 09

2. Providers Name _____

3. Month of _____

4. Number of days served _____

5. The total number of meals, regardless of funding source, served to:

- * All persons 60 years of age or older and their spouses (regardless of age) _____
- * Volunteers, regardless of age, who provide service during meal hours on a regular basis _____
- * Handicapped or disabled individuals residing in housing facilities occupied primarily by the elderly at which congregate meal services were provided during the month _____

PROVIDER NAME / Services	CONGREGATE MEALS	HOME DELIVERED MEALS	TOTAL
			0
			0
			0
			0
TOTAL			0

I certify that the above information is accurate and complete to the best of my knowledge.

Approved By _____ Date _____

DOEA FORM 118

ATTACHMENT VIII

DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST AND INSTRUCTIONS

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

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

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

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 DOBA? IF N/A or NO, explain. N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? IF N/A or NO, explain. N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? IF N/A or NO, explain. N/A YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? IF N/A or NO, explain. N/A YES NO

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

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

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

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

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

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

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

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

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

Revised August 2010, 2 of 2

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION

Name: _____
Address: _____
FEID: _____

Phone #: _____
Email: _____
Contact: _____

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

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT X

REPORT SCHEDULE

Report Name	Submit to the "AGENCY" on this Date
October Expenditure Report	November 10
October Surplus / Deficit Report	November 15
November Expenditure Report	December 10
November Surplus / Deficit Report	December 15
Minority Vendor Report / Volunteer Statistics Report	January 5
December Expenditure Report	January 10
December Surplus/Deficit Report	January 15
January Expenditure Report	February 10
January Surplus / Deficit Report	February 15
February Expenditure Report	March 10
February Surplus / Deficit Report	March 15
Minority Vendor Report / Volunteer Statistics Report	April 5
March Expenditure Report	April 10
March Surplus / Deficit Report	April 15
April Expenditure Report	May 10
April Surplus / Deficit Report	May 15
May Expenditure Report	June 10
May Surplus / Deficit Report	June 15
Minority Vendor Report / Volunteer Statistics Report	July 5
June Expenditure Report	July 10
June Surplus Deficit Report	July 15
Service Cost Report	July 30
July Expenditure Report	August 10

July Surplus / Deficit Report	August 15
August Expenditure Report	September 10
August Surplus / Deficit Report	September 15
Minority Vendor Report / Volunteer Statistics Report	October 5
September Expenditure Report	October 10
September Surplus / Deficit Report	October 15
Final Request for Reimbursement	December 20
<p>*If the invoice due date falls on a Saturday, your invoice is due on Friday. If the invoice due date falls on Sunday, your invoice is due on Monday.</p>	

ATTACHMENT XI

DEPARTMENT OF



BACKGROUND SCREENING

ELDER AFFAIRS STATE OF FLORIDA

Affidavit of Compliance

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

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

ATTESTATION:

As the duly authorized representative of Palm Beach County Board of County Commissioners located at 810 Datura Street, West Palm Beach, FL 33401 I, Chair do hereby affirm under penalty of perjury, that level 2 background screening has been conducted in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes.

Signature of Representative
Date

STATE OF FLORIDA, COUNTY OF

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

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

DOEA Form 235, Affidavit of Compliance, Effective 9-1-11
Previous versions of this form will not be accepted

Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT XII

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

Date

(Same as Agreement signature)

Chair

Title

Palm Beach County Board of County Commissioners

ATTACHMENT XIII

VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., Palm Beach County Board of County Commissioners 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

ATTACHMENT XIV

DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK

Department of Elder Affairs Programs & Services Handbook, provided on CD.

Also, available at the Department's Intranet site under "Publication".

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 Nutrition Services Incentive Program 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 NSIP services to NSIP eligible clients beginning October 1, 2012; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to October 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 October 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 October 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 Number IU013-9500
Amendment Number N/A

I, _____, Chair, attest that no changes or revisions have been made to
(Provider Representative)

the content of the above referenced Agreement/contract or amendment between the Area Agency on
Aging of Palm Beach/Treasure Coast, Inc. 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