

Motion and Title: Staff recommends motion to approve:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	3,065,534	1,021,844			
External Revenue	(1,673,344)	(557,781)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,392,190	464,063			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1006 Dept 144 Unit Var. Object Var. Program Code Var. Program Period Var.

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

Funding sources are the Federal Government, Private Donations and Palm Beach County. No additional funding for current fiscal year. County funding of \$464,063 will be requested in the FY 2014 budget process.

2013	1457	1458	1459	1461	OAA
<u>Funds</u>	<u>3B</u>	<u>C1</u>	<u>C2</u>	<u>3E</u>	<u>Funds</u>
Federal	815,068	448,464	584,927	158,165	2,006,624
Match (10%)	90,563	49,829	64,992	17,574	222,958
NSIP	0	74,515	90,174	0	164,689
Program Income	3,365	42,347	11,860	2,240	59,812
Addnl. County Funds	<u>447,568</u>	<u>304,746</u>	<u>676,524</u>	<u>204,457</u>	<u>1,633,295</u>
Total	1,356,564	919,901	1,428,477	382,436	4,087,378

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 4/5/2013 OC 4/4/13 4/13 SE 4/9/13 Contract Development and Control

B. Legal Sufficiency:

4/10/13
Chief Assistant County Attorney

C. Other Department Review:

Department Director

**STANDARD AGREEMENT
OLDER AMERICANS ACT PROGRAM TITLE III**

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.

2. Incorporation of Documents within the Agreement

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the Agreement, except to the extent that the agreement explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

3. Term of Agreement

This is a three-year Agreement which shall begin on January 1, 2013 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 December 31, 2015.

4. Agreement Amount

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed \$2,006,624.00, or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with ATTACHMENT VIII and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement.

Funding Allocation				
Program Title	Year	Funding Sources	CFDA	Amount
Older Americans Act Title IIIB Support Services	2013	U.S. Dept. of Health and Human Services	93.044	\$815,068.00
Older Americans Act Title IIIB Transportation	2013	U.S. Dept. of Health and Human Services	93.044	\$0.00
Older Americans Act Title IIIC1 Congregate Meals	2013	U.S. Dept. of Health and Human	93.045	\$448,464.00

		Services		
Older Americans Act Title IIIC2 Home Delivered Meals	2013	U.S. Dept. of Health and Human Services	93.045	\$584,927.00
Older Americans Act Title IIIE Caregiver Support Services	2013	U.S. Dept. of Health and Human Services	93.052	\$129,573.00
Older Americans Act Title IIIES Caregiver Supplemental Services	2013	U.S. Dept. of Health and Human Services	93.052	\$28,592.00
Older Americans Act Title IIIEG Grandparent or Non-Parent Relative Support Services	2013	U.S. Dept. of Health and Human Services	93.052	\$0.00
TOTAL FUNDS CONTAINED IN THIS AGREEMENT:				\$2,006,624.00

5. **Renewals**

By mutual Agreement of the Parties, in accordance with s. 287.058(1)(f), 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 January 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. **Use of Service Dollars**

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

7. **Compliance with Federal Law**

7.1 If this Agreement contains federal funds the following shall apply.

7.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

7.1.2 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.

- 7.1.3** 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 form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Compliance Officer, prior to payment under this Agreement.
- 7.1.4** 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.
- 7.1.5** 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).
- 7.1.6** 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** prior to the execution of this Agreement.
- 7.2** 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.
- 7.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Provider must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.
- 7.4** The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 7.5** 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.
- 7.6** 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 Agreement term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-

verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT XIV**, Verification of Employment Status Certification, prior to the execution of this Agreement.

8. Compliance with State Law

- 8.1** 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.
- 8.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 8.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Agreement, which the Grant Manager must receive and accept in writing prior to payment in accordance with s.215.971, F.S. (1) and (2).
- 8.2.2** 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.
- 8.2.3** 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.
- 8.2.4** 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.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** In accordance with s. 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Agency may terminate this Agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this Agreement contains \$1 million or more, the Provider shall complete and sign **ATTACHMENT XV**, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Agreement

9. 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.

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

To demonstrate compliance with this section the Provider shall submit **ATTACHMENT XIII**, Background Screening Affidavit of Compliance annually by January 15th to the Agency's Compliance Officer.

10. Compliance with Agency Quality Assurance Requirements

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with **ATTACHMENT XI** to this Agreement; accurate CIRTS data entry; adherence to DoEA nutrition program standards; performance specifications outlined in section 2.7 of Attachment I, accurate completion of program-required forms; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

- 10.1 The Agency, at its discretion, may impose sanctions on the Provider within the Agreement period, including withholding of Agreement payments, when repeated deficiencies in the same area go uncorrected as follows:
 - 10.1.1 First sanction – A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.
 - 10.1.2 Second sanction – If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.
 - 10.1.3 Third sanction – The Agreement is terminated as described in section 55.

11. Grievance and Appeal 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.

- 11.1 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.

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

- 12.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income, interest and expenditures of funds provided by the Agency under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.
- 12.2 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.
- 12.3 Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention specified in the Agreement.
- 12.4 The Provider will assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.
- 12.5 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.
- 12.6 The Provider shall provide a financial and compliance audit to the Agency as specified in this Agreement and in **ATTACHMENT III** and to ensure that all related third-party transactions are disclosed to the auditor.
- 12.7 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.
- 12.8 The Provider must implement the necessary policies and procedures, to promote the security of information, including protection from loss, damage, defacement or unauthorized access.

13. **Nondiscrimination-Civil Rights Compliance**

- 13.1 The Provider will execute assurances in **ATTACHMENT VI** 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.

- 13.2** The Provider will retain, on file, during the term of this Agreement a timely, complete and accurate Civil Rights Compliance Checklist in **ATTACHMENT B**. The Provider will submit to the Agency a copy at the time the Agreement is executed.
- 13.3** 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.
- 13.4** 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.
- 14. Provision of Services**
The Provider will provide services in the manner described in **ATTACHMENT I**.
- 15. 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 and/or the Department of Elder Affairs of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will deliver to the Provider a written report of its findings and request for development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Consumer Services Consultant. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in this Agreement. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action will also result in the Agency taking any of the actions identified in Section 55.
- 15.1 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.

16. 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.

17. Insurance and Bonding

17.1 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.

17.2 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.

17.3 Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

18. 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.

19. 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.

20. Incident Reporting

- 20.1** The Provider shall notify the Agency immediately, but no later than twenty-four (24) hours from, the Provider's awareness or discovery of conditions that may materially affect the Provider or subcontractor's ability to perform the services required to be performed under this Agreement or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Consumer Services Consultant (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
- 1) Proposed client terminations;
 - 2) Service quality or service delivery problems;
 - 3) Contract non-compliance;
 - 4) Provider or subcontractor financial concerns and/or difficulties.
- 20.2** The Provider must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the Agency's Consumer Services Consultant within 48 hours.
- 20.3** 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.
- 21. New Contract(s) Reporting**
The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the Provider shall complete and provide the information in **ATTACHMENT C**.
- 22. Sponsorship and Publicity**
- 22.1** 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 Palm Beach County Board of County Commissioners and the State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." shall appear in at least the same size letters or type as the name of the organization.
- 22.2** The Provider shall not use the words "The State of Florida, Department of Elder Affairs and the Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the Agency/DOEA prior to use.
- 22.3** The Provider's website must include an active link to the Agency's website, www.youragingresourcecenter.org.
- 23. Assignments**

- 23.1** 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.
- 23.2** 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.
- 23.3** This Agreement shall remain binding upon the successors in interest of either the Provider or the Agency.

24. Subcontracts

- 24.1** The Provider is responsible for all work performed and for all commodities produced pursuant to this Agreement, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Agency deems necessary. The Provider further agrees that the Agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against any such claims.
- 24.2** The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Provider and subcontractor, will result in a penalty as provided by statute.
- 24.2.1** The Provider will pay the vendor/subcontractor within seven (7) working days upon receipt of payment from the Agency provided the vendor/subcontractor submits a correct invoice.
- 24.3** Subcontracts shall include but not limited to the following attachments: Civil Rights Certification, Lobbying Certification, Debarment Certification and Assurance of Compliance. The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

25. Independent Capacity of Provider

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

26. Community Resource Update

The Provider agrees to verify and submit updated information within one month after execution of this Agreement and twice yearly thereafter, during the months of February and August, to the

REFER database managed by the Agency's Aging and Disability Resource Center (ADRC). Compliance with this requirement will be monitored.

27. Bankruptcy Notification

If, at any time during the term of this Agreement, the Provider, its assignees, subcontractors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Agency. Within ten (10) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

28. Payment

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

29. Funding Obligations

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

30. Return of Funds

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

31. Data Integrity and Safeguarding Information

The Provider shall insure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider employees that request system or information access

and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall insure all subcontractors maintain written procedures for computer system back up and recovery. The Provider shall complete and sign **ATTACHMENT IV** 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)”

32. Computer Use and Social Media Policy

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

33. 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.

34. Emergency Preparedness and Continuity of Operations

34.1 The Provider shall within thirty (30) calendar days of the execution of this agreement submit to the Consumer Services Consultant verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plan must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.

34.2 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement emergency relief measures and/or activities. In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder

Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

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

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

34.4 In the event a situation results in a cessation of services by a subcontractor, the Provider will retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

34.5 In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs.

35. **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.

36. **Purchasing**

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

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.

37. **Patents, Copyrights, Royalties**

If this Agreement is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this Agreement, the Provider shall refer the discovery, invention or material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the Agreement.

37.1 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 41.

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

38. Dispute Resolution

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

39. Financial Consequences of Non-Performance

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

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

40. No Waiver of Sovereign Immunity

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

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

42. 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.

43. 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.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Agreement: Appropriations

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

46. 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.

47. 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.

48. Compliance

The Provider shall 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.

49. Final Invoice

The Provider shall submit the final invoice for payment to the Agency as specified in Section 3.3.4 of **ATTACHMENT I**. 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.

50. Renegotiations or Modifications

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

51. Termination

51.1 This Agreement may be terminated by either Party without cause upon no less than thirty (30) calendar days notice in writing to the other Party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Chief Executive Officer of the Agency or the representative of the Provider responsible for administration of the Agreement.

51.2 In the event funds for payment pursuant to this Agreement become unavailable, the Agency may

terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

- 51.3** 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.
- 51.4** 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.

52. 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, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, ch. 119, F.S; must comply with section 35, 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.

- 52.1** 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.
- 52.2** 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.

53. 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

54. 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 names, address, telephone numbers and e-mail addresses of the Provider's designated in-house consultants on DOE's Programs and Services Handbook, notices of instructions, and requirements of this Agreement:	<p>Provider Representative Provider Name Provider Address Provider City, State, Zip Telephone Number E-mail Address</p> <p>Provider Representative Provider Name Provider Address Provider City, State, Zip Telephone Number E-mail Address</p>
e.	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 PB/TC, Inc. Fiscal Center of Excellence 4400 N. Congress Avenue West Palm Beach, FL 33401
f.	The name, address, and telephone number of the Program Manager for the Agency for this agreement is:	Dalia Dillon, Consumer Services Consultant Area Agency on Aging PB/TC, Inc. 4400 N. Congress Avenue West Palm Beach, FL 33401 (561) 684-5885
Upon change of representatives (names, addresses, telephone numbers) by either Party, notice shall be provided in writing to the other Party and the notification attached to the originals of this Agreement.		

55. **All Terms and Conditions Included**

This Agreement and its Attachments, I – XVI, A, B, and C, 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 73 page Agreement, to be executed by their undersigned officials as duly authorized.

Provider: **PALM BEACH COUNTY, FLORIDA,** **Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**
A Political Subdivision of the State of Florida

SIGNED

BY: _____
Steven L. Abrams, Mayor

SIGNED BY: _____

DATE: _____

NAME: _____

SHARON R. BOCK, Clerk and Comptroller

TITLE: _____

DATE: _____

BY: _____

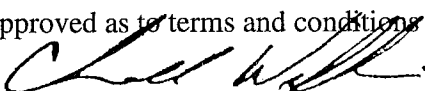
DATE: _____

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

Activities of Daily Living (ADL)
Adult Protective Services (APS)
Area Agency on Aging (AAA)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Community Care Service Area (CCSA)
Department of Elder Affairs (DoEA)
Instrumental Activities of Daily Living (IADL)
Older Americans Act (OAA)
Planning and Service Areas (PSAs)
Service Provider Application (SPA)

1.1.2 PROGRAM SPECIFIC TERMS

Area Plan: A plan developed by the area agency on aging (AAA) outlining a comprehensive and coordinated service delivery system in its planning and service area (PSA) in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act (OAA) and Department of Elder Affairs (DoEA) instructions.

Area Plan Update: A revision to the area plan wherein the AAA enters OAA program specific data in CIRTS. An update may also include other revisions to the area plan as instructed by DOE A.

Child: An individual who is not more than 18 years of age or an individual with disability.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two activities of daily living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the

child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

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

The Agency's 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

OAA Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive. The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

1.3.2 Authority

The relevant references authority governing the OAA program are:

- (1) Older Americans Act of 2006, as amended,
- (2) Rule 58A-1, Florida Administrative Code; and
- (3) Section 430.101, Florida Statutes.

1.3.2.1 DOEA Programs and Services Handbook

The Provider will designate at least one of its key staff to assure compliance with this Agreement and with the Department of Elder Affairs Programs and Services Handbook in its entirety, with particular attention to Chapter 4 and Appendix A. A second staff person must also be identified as back-up for these responsibilities. These designees should be listed in section 58 of the Standard Agreement.

1.3.2.2 Incorporation of Reference Memoranda

In accordance with s. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and 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 Title IIIB, Title IIIC1, Title IIIC2 and Title IIIE programs of the OAA within its designated Community Care Service Area (CCSA). The Provider agrees to perform the services of this Agreement in accordance with all federal, state and local laws, rules, regulations and policies that pertain to Older Americans Act funds, as well as the current Department of Elder Affairs Programs and Services Handbook (**ATTACHMENT A**), and the Agency's current Area Plan Update.

1.3.4 Major Program Goals

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of services alternatives that meet the diverse needs of elders and their caregivers.

1.3.5 Key Principles for Contract Administration

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

General

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

Service Delivery

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

Fiscal

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

1.4 INDIVIDUALS TO BE SERVED

1.4.1 Client Eligibility Determination (Title III Programs)**1.4.1.1 OAA Title III, General**

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program.

1.4.1.2 OAA Title IIIB, Supportive Services

- (1) Individuals age 60 or older; and
- (2) Information and Referral/Assistance services are provided to individuals regardless of age.

1.4.1.3 OAA Titles IIIC1 and C2, Nutrition Services, General

General factors that should be considered in establishing priority for Nutrition Services, both C1 and C2, include those older persons who:

- (1) Cannot afford to eat adequately;
- (2) Lack the skills or knowledge to select and prepare nourishing and well-balance meals;
- (3) Have limited mobility which may impair their capacity to shop and cook for themselves; or
- (4) Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

1.4.1.3.1 OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3** individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

- (1) Individuals age 60 or older; and
- (2) Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- (3) Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- (4) Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- (5) Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

1.4.1.3.2 OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3**, individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to received home delivered meals include:

- (1) Individuals age 60 or older who are homebound by reason of illness, disability or isolation;
- (2) The 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 disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- (4) Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

1.4.1.4 OAA Title IIIE, Caregiver Support Services

- (1) Family caregivers of individuals age 60 or older;
- (2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- (3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- (4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

1.4.2 Targeted Groups

Preference shall be given to those with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals reside in rural areas.

SECTION II: MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

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

- (1) Client eligibility determination;
- (2) Targeting and screening of service delivery for new clients;
- (3) Delivery of services to eligible clients;
- (4) Use of volunteers to expand the provision of available services; and
- (5) Monitoring the performance of its subcontractors/vendors.
- (6) Grievance and Complaint Procedures

2.1.1 Client Eligibility Determination

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements as listed in **ATTACHMENT I, Section 1.4**.

2.1.2 Assessment and Prioritization of Service Delivery for New Clients

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

2.1.3 Targeting and Screening of Service Delivery for New Clients

The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

2.1.4 Delivery of Services to Eligible Clients

The Provider shall provide a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall perform and report performance of the following services in accordance with **ATTACHMENT A**. The services funded pursuant to this Agreement are in accordance with the OAA, Title III, sections 321, 331, 336, and 373 as follows:

- (1) Section 321, Title IIIB Supportive Services;
- (2) Section 331, Title IIIC1 Congregate Nutrition Services;
- (3) Section 336, Title IIIC2 Home-Delivered Nutrition Services; and
- (4) Section 373, Title IIIE Caregiver Support Services.

2.1.4.1 Supportive Services

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- | | |
|---|---|
| (1) Adult Day Care; | (20) Legal Assistance* |
| (2) Adult Day Health Care; | (21) Material Aid; |
| (3) Caregiver Training/Support; | (22) Occupational Therapy; |
| (4) Case Aid; | (23) Outreach; |
| (5) Case Management; | (24) Personal Care; |
| (6) Chore Services; | (25) Physical Therapy; |
| (7) Companionship; | (26) Recreation; |
| (8) Counseling (Gerontological); | (27) Referral/Assistance; |
| (9) Counseling (Mental Health Screening); | (28) Respite Care (Facility-Based); |
| (10) Education/Training; | (29) Respite Care (In-Home); |
| (11) Emergency Alert Response; | (30) Screening/Assessment; |
| (12) Escort; | (31) Shopping Assistance; |
| (13) Health Support; | (32) Skilled Nursing Services; |
| (14) Home Health Aid; | (33) Specialized Medical Equipment,
Services and Supplies; |
| (15) Homemaker; | (34) Speech Therapy; |
| (16) Housing Improvement; | (35) Telephone Reassurance; |
| (17) Information; | (36) Transportation |
| (18) Intake; | |
| (19) Interpreter/Translating; | |

2.1.4.2 Congregate Nutrition Services

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include:

- (1) Congregate meals;
- (2) Congregate meals screening;
- (3) Nutrition Education
- (4) Nutrition Counseling; and
- (5) Outreach.

2.1.4.3 Home Delivered Nutrition Services

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include:

- (1) Home delivered meals;
- (2) Nutrition Education

- (3) Nutrition Counseling; and
- (4) Outreach.

2.1.4.4 Caregiver Support Services (IIIE Program)

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- (1) Adult Day Care;
- (2) Adult Day Health Care;
- (3) Caregiver Training/Support;
- (4) Counseling (Gerontological)
- (5) Counseling (Mental Health Screening);
- (6) Education/Training;
- (7) Financial Risk Reduction (Assessment);
- (8) Financial Risk Reduction (Maintenance);
- (9) Information;
- (10) Intake;
- (11) Outreach;
- (12) Referral/Assistance;
- (13) Respite Care (Facility-Based);
- (14) Respite Care (In-Home);
- (15) Screening/Assessment; and
- (16) Transportation.

2.1.4.5 Caregiver Support Supplemental Services (IIIES Program): At least 10 percent, but no more than 20 percent, of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers.

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Legal Assistance;*
- (4) Material Aid; and
- (5) Specialized Medical Equipment, Services and Supplies.

2.1.4.6 Caregiver Support Grandparent Services (IIIEG Program): At least 5 percent, but no more than 10 percent, of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

- | | |
|----------------------------------|----------------------------|
| (1) Caregiver Training/Support; | (8) Outreach; |
| (2) Child Day Care; | (9) Referral/Assistance; |
| (3) Counseling (Gerontological) | (10) Screening/Assessment; |
| (4) Counseling (Mental Health); | (11) Sitter; |
| (5) Education/Training; | (12) Transportation |
| (6) Information; | |
| (7) Legal Assistance; * | |

Legal providers shall assure that the following broad categories of legal assistance are available: Income; Health Care; Long-term Care; Nutrition; Housing and Utilities; Defense of Guardianship; Abuse, Neglect and Exploitation; Age Discrimination; Protective Services.

2.1.5 Use of Volunteers to Expand the Provision of Available Services

2.1.5.1 The Provider shall make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings. The Provider will maintain a written strategic action plan identifying how volunteers will be utilized and managed.

2.1.5.2 The Provider shall submit a quarterly report of volunteer activities and services electronically. The quarterly report schedule is as follows:

Report Period	Year One, Two, and Three Report Due Dates
January 1 - March 31	April 30, 2013; April 30, 2014; April 30, 2015
April 1- June 30	July 31, 2013; July 31, 2014; July 31, 2015
July 1- September 30	October 31, 2013; October 31, 2014; October 31, 2015
October 1 - December 31	January 31, 2014; January 31, 2015; January 31, 2016

2.1.6 Monitoring the Performance of Subcontractor and Vendors

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

2.1.6.1 Use 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 Agency’s Consumer Services Consultant and the Agency’s Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed. In accordance with Section 24.1 of the Standard Agreement, the Agency will not be responsible or liable for any obligations or claims resulting from such action.

2.1.7 Provider Outreach Reporting Requirements

The Provider shall document its outreach activities including the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The information shall be reported on ATTACHMENT XVI semi-annually.

2.1.8 Grievance and Complaint Procedures

2.1.8.1 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

2.1.9 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 advice related to complaints other than termination, suspension or reduction in services that 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 procedure and include tracking the date, nature of complaint and the determination of each complaint.

2.2 SERVICE TIMES AND EQUIPMENT

2.2.1 Service Times

The Provider shall ensure the provision of the services listed in the Agreement during normal business hours unless other times are more appropriate to meet the performance requirements of the Agreement, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3 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. Units of service will be paid pursuant to the rates listed in ATTACHMENT VII and approved by the Agency.

Services		Unit of Services
Adult Day Care	Interpreter/Translating	Hour
Adult Day Health Care	Legal Assistance	
Caregiver Training/Support	Medication Management	
Case Aid	Nutrition Counseling	
Case Management	Occupational Therapy	
Child Day Care	Personal Care	
Chore Services	Physical Therapy	
Companionship	Recreation	
Congregate Meals Screening	Respite Care (In-Home)	

Counseling (Gerontological) Counseling (Mental Health Screening) Escort Financial Risk Reduction (Assessment) Financial Risk Reduction (Maintenance) Health Support Home Health Aide Homemaker Housing Improvement Intake	Respite Care (Facility-Based) Screening/Assessment Sitter Skilled Nursing Services Speech Therapy	
Emergency Alert Response		Day
Education/Training Information Material Aid Nutrition Education Outreach Referral/Assistance Specialized Medical Equipment, Services and Supplies Telephone Reassurance		Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

2.5 Reports

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

2.5.1 Service Provider Application Update and All Revisions Thereto

The Provider is required to submit a Service Provider Application update in advance of Agreement renewal and with any modification to the Service Provider Application approved by the Agency.

2.5.2 Client Information and Registration Tracking System (CIRTS) Reports

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

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

(6) Aging 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 36 or the “Termination” clause in Section 46 of this Agreement, including delaying or withholding payment until the problem is corrected.

2.5.3 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.

2.5.4 Vendor Minority Report

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

2.5.5 Surplus/Deficit Report and Encumbrance Analysis Report

The Provider will submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency’s Consumer Services Consultant by the 15th of each month. Beginning with the report due July 15, 2013 this report will be expanded to include an Encumbrance Analysis Report. This report is for all Agreements and/or contracts between the Provider and the Agency. The report shall include the following:

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

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

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

2.6 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.

- ##### **2.6.1**
- The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the

continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed-up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its agreements and/or contracts with subcontractors. These policies and procedures shall be made available to the Agency upon request.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes and Outputs

(1) The Provider shall submit timely to the Agency all reports described in **ATTACHMENT I, Section 2.5 Reports**. The Provider shall submit timely to the Agency all reports described in **Attachment XI**.

(2) The Provider shall submit timely to the Agency all information described in **ATTACHMENT I, Section 2.6 Records Management and Documentation**;

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

2.7.2 The Provider must identify a minimum of two point persons who will serve as the Provider's in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency's Fiscal and Consumer Services staff in a timely manner. Their names and contact information should be listed in Section 54 of the Standard Agreement.

The Provider will develop client outcome measures consistent with those developed by the Agency and the DoEA. The provider will submit outcome reports to the Agency on a monthly basis regarding the outcome measures listed below. 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 Consumer Services Consultant no later than the tenth (10) of each month.

- (1) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (2) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (3) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

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

2.7.3 Compliance and Enforcement

The Provider shall comply with all the terms and conditions set forth in this Agreement, the OAA RFP pursuant to which this Agreement was awarded (unless superseded by new provisions in this Agreement), the Service Provider Application, the ADRC Access Point Agreement, Your Aging Resource Center Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook. The Provider is also responsible to respond to any

fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

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

- 1) an intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to this Agreement, or substantially and negatively affected the operation of services covered under this Agreement;
- 2) the Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- 3) the Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of the enforcement of such laws or regulations;
- 4) the Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- 5) the Provider has failed to adhere to the terms of this Agreement; or
- 6) the Provider consistently misses performance measure targets as described in Section 2.7.2 of **ATTACHMENT I** of the Standard Agreement, or does not demonstrate to the satisfaction of the Agency that a program budget surplus/deficit problem is being addressed in order to avoid closing out the Agreement year with a budget variance of more than two percent.

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

2.7.4 Monitoring and Evaluation Methodology

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

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

(10) Other procedures as deemed necessary.

2.7.5 Remedies-Nonconforming Services

The Provider shall ensure that all goods and/or services provided under this Agreement are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants. If the Providers fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Agreement. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

2.8 PROVIDERS'S FINANCIAL OBLIGATIONS

2.8.1 Matching, Level of Effort, and Earmarking Requirements

The Provider shall provide a match of at least 10 percent of the cost for all services funded through this Agreement. The Provider's match will be made in the form of cash and/or in-kind resources. Match must be reported by title each month. At the end of the Agreement period, all OAA funds must be properly matched.

2.8.2 Consumer Contributions

- (1) The Provider assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;
- (2) Voluntary contributions are not to be used for cost sharing or matching;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

2.8.3 Use of Service Dollars

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 providers are therefore urged to outreach to consumers in greatest need in their CCSAs.

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

2.8.5 Title III Funds

The Provider assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.9 AGENCY RESPONSIBILITIES**2.9.1 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.

2.9.2 Program/Contract Monitoring

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

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The method of payment for this Agreement includes advances, and reimbursements for units of services at the pre-approved rate. (**ATTACHMENT VII**) The Provider shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Provider shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Agency on **ATTACHMENT X**.

3.2 Advance Payments

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

3.2.2 The Provider's requests for advance require the approval of the Agency's Chief Financial Officer. If sufficient budget is available, the Agency will issue approved advance payments after January 1, 2013.

3.2.3 Requests for the first through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Agreement.

3.2.4 All advanced payments made to the Provider shall be recouped in accordance with the **OAA Contract Report Calendar, ATTACHMENT IX** of this Agreement.

3.2.5 Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in FDIC interest bearing accounts unless otherwise excepted in accordance with 45 CFR 74.22(k). Earned interest must be returned to the Agency at the end of each quarter.

3.3 Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on (**ATTACHMENT X**).

3.3.1 All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Agreement. The schedule for submission of invoices is **ATTACHMENT IX** to this Agreement.

3.3.2 Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section 34 of this Agreement.

3.3.3 Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VIII, OAA Program Budget Summary**. Any changes in the amounts of federal funds identified on the OAA approved Supporting Budget Schedule require an Agreement amendment.

3.3.4 Date for Final Request for Payment

The final request for payment will be due to the Agency no later than March 1, 2013 for the 2013 Agreement year; March 1, 2014 for the 2014 Agreement year, and March 1, 2015 for the 2015 Agreement year.

3.4 Documentation for Payment

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

3.4.1 The Provider will enter all required data per the Department of Elder Affairs' CIRTs Policy Guidelines for clients and services in the CIRTs database. Data will be entered into CIRTs before the Provider submits their request for payment and expenditure reports to the Agency. Once entered into CIRTs, received services cannot be changed from one DOEa funding source to another DOEa funding source.

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

ATTACHMENT II

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR AGREEMENTS, 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
Steven L. Abrams, Mayor	
Name of Authorized Individual	Application or Agreement Number
Palm Beach County Board of County Commissioners, 810 Datura Street, West Palm Beach, FL 33401	
Name and Address of Organization	

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, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Agreement number for each Agreement with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 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.

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
Older Americans Act Program Title III	U.S. Health and Human Services	93.044	\$2,006,624.00
		93.045	
		93.052	
			.
TOTAL FEDERAL AWARD			\$2,006,624.00

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 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 a 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 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 Subcontractors shall certify compliance accordingly.

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

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

Name and Address of Provider

	Mayor	
Signature	Title	Date
Steven L. Abrams		
Name of Authorized Signer		

(Revised June 2008)

ATTACHMENT V

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

(1) The 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 department 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
Mayor

Title

Date
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 Consumer Services Consultant 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 VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of 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, 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 Cg 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--7), the Copeland Act (40 U.S.C. 276c - 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. on 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 -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-handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-- based paint 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 Mayor
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners	DATE SUBMITTED

ATTACHMENT VII

DIVISION OF SENIOR SERVICES
OAA 2013 APPROVED RATES

COUNTY	PROGRAM	SERVICE	REIMBURSABLE UNIT RATE
PALM BEACH-A	O3C1	CONGREGATE MEALS	\$3.87
		CONGREGATE MEALS (SCREENING)	\$22.67
		NUTRITION COUNSELING	\$33.80
		NUTRITION EDUCATION	\$0.19
		OUTREACH	\$5.26
	O3C2	HOME DELIVERED MEALS	\$3.61
		NUTRITION COUNSELING	\$33.80
		NUTRITION EDUCATION	\$0.01
		SCREENING & ASSESSMENT	\$22.67
	OA3B	ADULT DAY CARE	\$8.02
		CHORE	\$15.84
		CHORE (ENHANCED)	\$17.28
		COMPANIONSHIP	\$14.69
		ESCORT	\$15.84
		HOMEMAKER	\$14.69
		PERSONAL CARE	\$14.69
		RESPIRE	\$14.69
		SCREENING & ASSESSMENT	\$22.67
	OA3E	ADULT DAY CARE	\$8.02
		RESPIRE	\$14.69
		SCREENING & ASSESSMENT	\$22.67
	OA3ES	SUPPLIES/SERVICES*	\$106.98

*Unit rate is an estimated average. Reimbursement will be based on actual costs.

ATTACHMENT VIII

BUDGET SUMMARY

PSA: 9Original X

Provider: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

1.	IIIB Support Services	\$815,068.00
2.	IIIB Transportation	\$0.00
3.	IIIC1 Congregate Meals	\$448,464.00
4.	IIIC2 Home Delivered Meals	\$584,927.00
5.	IIIE Caregiver Support Services	\$129,573.00
6.	IIIES Caregiver Supplemental Services	\$28,592.00
7.	IIIEG Grandparent or Non-Parent Relative Support Services	\$0.00
8.	Total	\$2,006,624.00

ATTACHMENT IX

CONTRACT REPORT CALENDAR

ADVANCE BASIS CONTRACT

Report Number	Based On	Submit to Agency On This Date
1	January Expenditure Report	February 5
2	February Expenditure Report	March 5
3	March Expenditure Report	April 5
4	April Expenditure Report	May 5
5	May Expenditure Report	June 5
6	June Expenditure Report	July 5
7	July Expenditure Report	August 5
8	August Expenditure Report	September 5
9	September Expenditure Report	October 5
10	October Expenditure Report**	November 5
11	November Expenditure Report	December 5
12	December Expenditure Report	January 5
13	Final Expenditure and Request for Payment	February 15
14	Closeout Report	February 15

Legend: * Recoupment of advance due with this report.

Note # 1:

Report numbers 3 through 12 shall reflect an adjustment of one-twelfth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded on the report (ATTACHMENT X).

Note # 2:

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

Providers Name

OAA Invoice[Month]

Prepared by:

Date:

Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance
03C1	CNML		0.00	-	-	-	0.00	0.00
03C1	CNML BKfst		0.00	-	-	-	0.00	0.00
03C1	NUCO		0.00	-	-	-	0.00	0.00
03C1	NTED		0.00	-	-	-	0.00	0.00
03C1	OTR		0.00	-	-	-	0.00	0.00
03C1	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
03C2	HDM		0.00	-	-	-	0.00	0.00
03C2	HDM BKfst		0.00	-	-	-	0.00	0.00
03C2	SCAS		0.00	-	-	-	0.00	0.00
03C2	NUCO		0.00	-	-	-	0.00	0.00
03C2	NTED		0.00	-	-	-	0.00	0.00
03C2	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
0A3B	ADC		0.00	-	-	-	0.00	0.00
0A3B	ESC		0.00	-	-	-	0.00	0.00
0A3B	HOIM		0.00	-	-	-	0.00	0.00
0A3B	INTE		0.00	-	-	-	0.00	0.00
0A3B	HWK		0.00	-	-	-	0.00	0.00
0A3B	COMP		0.00	-	-	-	0.00	0.00
0A3B	PECA		0.00	-	-	-	0.00	0.00
0A3B	RESP		0.00	-	-	-	0.00	0.00
0A3B	Subtit In-Home		0.00	-	-	-	0.00	0.00
0A3B	SCAS		0.00	-	-	-	0.00	0.00
0A3B	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
0A3E	SCAS		0.00	-	-	-	0.00	0.00
0A3E	RESP		0.00	-	-	-	0.00	0.00
0A3ES	SCSM		0.00	-	-	-	0.00	0.00
0A3ES	CHO		0.00	-	-	-	0.00	0.00
0A3E	ADC		0.00	-	-	-	0.00	0.00
0A3ES	HOIM		0.00	-	-	-	0.00	0.00
0A3E	ADVANCE			-	-	-		0.00
				-	-	-	0.00	0.00
				-	-	-	0.00	0.00
				-	-	-	0.00	0.00

Providers Name

OAA Invoice[Month]

Other Fiscal Information

Program Code	Service Code	YTD Amount	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
03C1	Program Income			-	0.00	0.00
03C1	Cash Match			-	0.00	0.00
03C1	In-kind Match			-	0.00	0.00
03C1	NSIP			-	0.00	0.00
03C2	Program Income			-	0.00	0.00
03C2	Cash Match			-	0.00	0.00
03C2	In-kind Match			-	0.00	0.00
03C2	NSIP			-	0.00	0.00
0A3B	Program Income			-	0.00	0.00
0A3B	Cash Match			-	0.00	0.00
0A3B	In-kind Match			-	0.00	0.00
0A3E	Program Income			-	0.00	0.00
0A3E	Cash Match			-	0.00	0.00
0A3E	In-kind Match			-	0.00	0.00

ATTACHMENT X

EXHIBIT 1

	January	February	March	April	May	June	July	August	September	October	November	December	Total
INFORMATION													
Outreach													
Units													
Public Education													
Units													
Public Education	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0
ASSISTANCE													
Referral													
Units													
Screening/Assessment													
Units													
Screening/Assessment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0
COUNSELING/SUPPORT													
Caregiver Forum													
Units													
Caregiver Trng. Support													
Units													
Counseling													
Units													
Education													
Units													
Support Group													
Units													
Support Group	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0
RESPONSE													
Adult Day Care													
Units													
Adult Day Health Care													
Units													
Day Care													
Units													
Respite (N-Home Fac. Inst.)													
Units													
Sitter													
Units													
Transportation													
Units													
Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPPLEMENTAL SVCS													
Chore													
Units													
Housing Improvement													
Units													
Legal Assistance													
Units													
Supplies/Services Medical SCGM													
Units													
Supplies/Services Medical SCGM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0
Supplies/Services Medical SCGM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Units	0	0	0	0	0	0	0	0	0	0	0	0	0

ATTACHMENT XI

OAA
January 2013 – December 2013
Programmatic Agreement Report Schedule

Report	Report Name	Submit to the "AGENCY" on or before this Date
1	February Menu	January 15
2	January Meal Temperatures	February 15
3	January Outcome Measurements	February 10
4	January Surplus/Deficit Report	February 15
5	Minority Vendor Report/Volunteer Status Report	February 15
6	March Menu	February 15
7	February Meal Temperatures	March 15
8	February Outcome Measurements	March 10
9	February Surplus/Deficit Report	March 15
10	Minority Vendor Report/Volunteer Status Report	March 15
11	April Menu	March 15
12	March Meal Temperature	April 15
13	March Outcome Measurements	April 10
14	March Surplus/Deficit Report	April 15
15	Minority Vendor Report/Volunteer Status Report	April 15
16	May Menu	April 15
17	April Meal Temperature	May 15
18	April Outcome Measurements	May 10
19	April Surplus/Deficit Report	May 15
20	Minority Vendor Report/Volunteer Status Report	May 15
21	June Menu	May 15
22	May Meal Temperature	June 15
23	May Outcome Measurements	June 10
24	May Surplus/Deficit Report	June 15
25	Minority Vendor Report/Volunteer Status Report	June 15
26	July Menu	June 15
27	June Meal Temperature	July 15
28	June Outcome Measurements	July 10
29	June Surplus/Deficit Report	July 15
30	Minority Vendor Report/Volunteer Status Report	July 15
31	August Menu	July 15
32	Semi-Annual Report of Provider Outreach	August 15
33	July Meal Temperature	August 15
34	July Outcome Measurements	August 10
35	July Surplus/Deficit Report	August 15
36	Minority Vendor Report/Volunteer Status Report	August 15
37	September Menu	August 15
38	August Meal Temperature	September 15
39	August Outcome Measurements	September 10
40	August Surplus/Deficit Report	September 15
41	Minority Vendor Report/Volunteer Status Report	September 15
42	October Menu	September 15

43	September Meal Temperature	October 15
44	September Outcome Measurements	October 10
45	September Surplus/Deficit Report	October 15
46	Minority Vendor Report/Volunteer Status Report	October 15
47	November Menu	October 15
48	October Meal Temperature	November 15
49	October Outcome Measurements	November 10
50	October Surplus/Deficit Report	November 15
51	Minority Vendor Report/Volunteer Status Report	November 15
52	December Menu	November 15
53	November Meal Temperature	December 15
54	November Outcome Measurements	December 10
55	November Surplus/Deficit Report	December 15
56	Minority Vendor Report/Volunteer Status Report	December 15
57	January Menu	December 15
58	December Meal Temperature	January 15
59	December Outcome Measurements	January 10
60	December Surplus/Deficit Report	January 15
61	Minority Vendor Report/Volunteer Status Report	January 15
62	Semi-Annual Report of Provider Outreach	January 15

ATTACHMENT XII

APPLICABILITY CHART

PROGRAM	MATCH	PROGRAM INCOME	CO-PAYMENT
CCE Community Care for the Elderly Program	<ul style="list-style-type: none"> * providers must match at least 10 percent of the cost for all Community Care for the Elderly services * match may be either by cash, certified public expenditure, or third-party in-kind * all CCE funds expended must be properly matched at the end of the contract period 	<ul style="list-style-type: none"> * may be deposited in an interest bearing account and used to increase services in the same contract year * voluntary contributions may be used to meet local match requirements 	<ul style="list-style-type: none"> * must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services
HCE Home Care for the Elderly Program		<ul style="list-style-type: none"> * must be spent in the same contract year as earned 	
ADI Alzheimer's Disease Initiative		<ul style="list-style-type: none"> * may be deposited in an interest bearing account and used to increase services in the same contract year 	<ul style="list-style-type: none"> * must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services * can not be used for cost sharing
LSP Local Service Programs		<ul style="list-style-type: none"> * must be spent in the same contract year as earned 	
OAA Older Americans Act Program	<ul style="list-style-type: none"> * OAA funds cannot be used for match for other federal programs * match may be either by cash, certified public expenditure, or third-party in-kind * Providers and subcontractors match requirement is 10% 	<ul style="list-style-type: none"> * program income must be expended during the contract period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated. * voluntary contributions can not be used for cost sharing or match 	<ul style="list-style-type: none"> * complies with Older Americans Act Amendments of 2000, section 315, in regard to client contributions

DEFINITIONS

Program Income- Program income means gross income earned by a provider from activities which are supported by a grant; i.e., when at least some of the cost of the activity is a direct cost of the grant or indirect cost which helps match requirements of the grant. Program income includes contributions for meals or other supportive services, proceeds from the sale of tangible personal property purchased for the program, fees for the usage or rental of such property, and patent or copyright royalties for materials developed through the program. Revenue generated from a particular activity of the provider/subcontractor for which Agency funds were used to cover at least half the cost is considered program income. Note: Money donated (cash donation) without earmark to the project by the donor should not be declared in an audit to be "program income"

Cash Donations- Cash donations are money donated without earmark to the project by the donor. These donations, when used as match, cannot be earmarked for any specific expenditure but are to be budgeted normally. Cash donations are not program income.

Match- When general revenue funded contracts require match, it may be either by cash, certified public expenditure, or third-party in-kind. The non-federal share used to match OAA funds may be cash, certified public expenditure, or third-party in-kind.

In-kind Resources- In-kind resources must be identified in project records, necessary to project's achievement, reasonable and in proportion to time used for project, claimed after use in the project and, not included as contributions for other programs unless specifically allowed. In-kind contributions represent a value placed on non-cash contributions provided to the provider of a contract. In-kind contributions may consist of actual charges for real property and equipment, and the value of goods and services that directly benefit and are identified with project activities. This may include staff time contributed by state and local agencies not otherwise matched or supported by federal funds.

ATTACHMENT XIII



BACKGROUND SCREENING
Affidavit of Compliance - Employer

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

- > The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- > A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

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

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

I, Steven L. Abrams, Mayor
Name of Representative do hereby affirm under penalty of perjury

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

STATE OF FLORIDA, COUNTY OF _____

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

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

ATTACHMENT XIV

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

Mayor

Title

Palm Beach County Board of County Commissioners

ATTACHMENT XV

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

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

Signature

(Same as Agreement signature)

Date

Mayor

Title

Palm Beach County Board of County Commissioners

ATTACHMENT XVI

SEMI-ANNUAL REPORT OF PROVIDER OUTREACH

PROVIDER NAME

SEMI-ANNUAL PERIOD

[illegible]

OAA Targeted Categories	Number of Persons Within the Targeted Population Reached through Outreach Activities During the last 6 months
Older individuals residing in rural areas	
Low-income older individuals	
Low-income minorities	
Older individuals with the greatest social need	
Older individuals with severe disabilities	
Older individuals with limited English proficiency	
Older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals)	
Older individuals at risk for institutional placement	
Caregivers of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction	
Grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities	
Caregivers who are older individuals with greatest social need	
Caregivers who are older individuals with greatest economic need (with particular attention to low-income older individuals)	
Caregivers who are older individuals who provide care to individuals with severe disabilities, including children with severe disabilities.	
TOTAL	

ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook available at the Department's Intranet site under "Publications".

ATTACHMENT B

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 DOEA? 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 DOE A 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 C

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: _____

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 Older Americans Act (OAA) Program funds for the 2013 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 OAA services to OAA eligible clients beginning January 1, 2013; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2013. 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 January 1, 2013 service date as to prevent services from being delayed or interrupted and assure all funds are reimbursed. The extension until March 31, 2013 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 January 1, 2013.

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 IA013-9500

Amendment Number N/A

I, Steven L. Abrams, Mayor, 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 _____

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

Page 1 of 1 pages

BGRV - 144- 030113*534

BGEX - 144- 030113*1212

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 3/20/13	REMAINING BALANCE
REVENUES								
DOSS-C1								
144-1458-3168	Fed Grant Indirect - Human Services	460,129	459,809	103,367		563,176		
DOSS-C2								
144-1459-3168	Fed Grant Indirect - Human Services	599,055	613,158	135,636		748,794		
DOSS-3B								
144-1457-3168	Fed Grant Indirect - Human Services	825,478	815,341	195,960		1,011,301		
DOSS-3E								
144-1461-3168	Fed Grant Indirect - Human Services	159,352	132,080	38,651		170,731		
	Total Receipts and Balances	7,592,929	7,571,087	473,614	0	8,044,701		
EXPENDITURES								
DOSS-C1								
144-1458-3419	Contracted Food	509,666	509,346	103,367		612,713	261,012	351,701
DOSS-C2								
144-1459-3419	Contracted Food	1,079,042	1,108,012	135,636		1,243,648	310,905	932,743
DOSS-3B								
144-1457-3401	Other Contractual Services	1,009,524	999,387	195,960		1,195,347	434,032	761,315
DOSS-3E								
144-1461-3401	Other Contractual Services	145,137	117,865	38,651		156,516	66,725	89,791
	Total Appropriations & Expenditures	7,592,929	7,571,087	473,614	0	8,044,701		

Signatures

Date

By Board of County Commissioners
At Meeting of April 16, 2013

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins



Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners