



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	46,458				
External Revenue	(18,744)				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>27,714</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	2014	2015	2016	2017	2018

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Fund 1006 Dept 144 Unit 1479 Object Var. Program Code Var. Program Period Var.

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

Funding sources are the State of Florida Department of Elder Affairs and Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

<u>Funds</u>	<u>13-14</u> <u>ACFP</u>
State	\$18,744
Program Income	-0-
Match (10%)	-0-
Addnl. County Funds	<u>27,714</u>
<b>Total</b>	<b>46,458</b>

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

**III. REVIEW COMMENTS**

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

*Susan Neary* 10/23/13  
 OFMB KN *sc* 10/22 *de* 10/23/13  
*Dr. J. Jacobson* 10/31/13  
 Contract Development and Control  
*10-31-13 B. B. B.*

**B. Legal Sufficiency:**

*[Signature]* 11/1/13  
 Chief Assistant County Attorney

**C. Other Department Review:**

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

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

**FLORIDA DEPARTMENT OF ELDER AFFAIRS  
STANDARD CONTRACT**

**ADULT CARE FOOD PROGRAM**

**PERMANENT CONTRACT**

THIS PERMANENT CONTRACT is entered into between the State of Florida, Department of Elder Affairs, (Department) administering the United States Department of Agriculture (USDA) Adult Care Food Program (CFDA# 10.558), known as the Adult Care Food Program (ACFP or Program), and the organization identified as the Contractor on page 21 of this Contract. This Contract shall supersede all previous communications, representations, contracts, or agreements, either verbal or written between the parties.

**I. THE PARTIES AGREE:**

**1.0 CONTRACTOR ENCOURAGED TO SEEK LEGAL COUNSEL**

**1.1** This ACFP Permanent Contract is a legal binding agreement between the Contractor and the Department. Entering into this Contract may affect the Contractor's rights and responsibilities under Florida law. It is therefore most likely that the Contractor will have individual legal concerns that are best addressed by an attorney representing that Contractor's interests.

**1.2** The Department is not permitted to nor will it provide legal advice regarding this Contract. The Department is only permitted to describe the various terms, conditions, and functions of the requirements within the Contract. The Department may not advise the Contractor as to the Contractor's rights under the Contract's provisions. No verbal representations regarding this Contract shall have force or effect regardless of the source of that representation unless reduced to writing and implemented consistent with the terms of this Contract.

**1.3** Violation of the terms of this Contract could lead to disqualification. If a contractor falsifies program records, such action is considered submission of a false or fraudulent claim and a serious violation of the ACFP and this Contract. A violation of a Program requirement is also a violation of this Contract. In each instance if the violation is proven such action may result in disqualification from the Program for seven years.

**1.4** The Parties agree that the Department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**II. THE CONTRACTOR AGREES TO:**

**2.0 PROVIDE SERVICES IN ACCORDANCE WITH CONTRACT**

Provide services in accordance with this Contract and governing state and federal law, and to comply with any state or federal rules, regulations, instructions, policies, procedures, and manuals used by the Department in its administration of the ACFP.

**2.1 ACCEPT FINAL ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY**

Accept final administrative and financial responsibility for total ACFP operations governed by this Contract.

**2.2 COMPLY WITH GOVERNING LAWS, RULES, REGULATIONS, AND POLICIES**

**2.2.1** The terms and conditions of this Contract, including Attachments I, II and III to this Contract and all applicable rules, regulations, instructions, policies, procedures and manuals.

**2.2.2** Florida Law. This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

**2.2.3** Florida Department of Elder Affairs, Bureau of Statewide Community-Based Services, Nutrition Unit (ACFP) manuals and guides, as though fully set forth herein, with which the Contractor hereby agrees

to comply as a condition of this Contract. The Contractor shall comply with the following manuals and guides as applicable: the Procedure Manual for Adult Care Food Program; A Guide to Crediting Foods; Catering Contract Guidance; Prospective Contractor Training for Adult Day Care Centers;

## 2.3 FEDERAL LAW

**2.3.1** As though fully set forth herein, all ACFP rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the ACFP, including but not limited to applicable provisions of: Title 7 Code of Federal Regulations Part 226, "Adult Care Food Program"; Office of Management and Budget Circular A-21, "Cost Principles for Educational Institutions"; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations"; Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; USDA Food and Nutrition Service Instruction 796-2, Revision 3 and subsequent revisions; Title 7 Code of Federal Regulations Part 3015, "Uniform Federal Assistance Regulations"; and Title 7 Code of Federal Regulations Part 3016, "Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments"; Title 7 Code of Federal Regulations Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and Title 7 Code of Federal Regulations Part 3052, "Audits of States, Local Governments, and Non-Profit Organizations."

**2.3.2** The Contractor hereby agrees and assures that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C §2000d et seq.) Title IX of the Education Amendments of 1972, (20 U.S.C. §1681 et seq.) as amended, Section 504 of the Rehabilitation Act of 1973, (29 U.S.C., §794) as amended, the Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.) as amended, and all requirements imposed by the regulations of the U.S. Department of Agriculture (Title 7 Code of Federal Regulations Part 15); Department of Justice Enforcement Guidelines, (Title 28 Code of Federal Regulations Part SO.3, 42 and 50); and USDA, Food and Nutrition Service directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this Contract. Contractors who are also sponsors further agree to ensure compliance with these requirements at each of their sponsored facilities.

- 1) This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property, or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Contractor by the USDA.
- 2) This assurance also incorporates any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this Contract.
- 3) By executing this Contract, the Contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service shall have the right to seek

judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Contract are authorized to sign this assurance on the behalf of the Contractor.

**2.3.3** If reimbursements paid to the Contractor exceed \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations of the above to the Department.

**2.3.4** If reimbursements paid to the Contractor exceed \$100,000, the Contractor's execution of this Contract shall serve as its certification that it will not and has not used ACFP funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this Contract pursuant to Title 31 United States Code Section 1352.

**2.4 The Contractor shall not employ unauthorized aliens.**

**2.4.1** The Contractor agrees to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:

- 1) All persons employed during the Contract term by the Contractor to perform employment duties within Florida;
- 2) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract; and
- 3) The Department shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act.

**3.0 Public Records and Retention**

**3.1** If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination or expiration of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

**3.2** The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

**4.0 Audits, Inspections, Investigations**

- 4.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 4.2** The Contractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of ten (10) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of ten (10) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- 4.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period in this section 4.2.
- 4.4** The Contractor shall assure that the records described in this section 4 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
- 4.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 4.6** The Contractor shall provide a financial and compliance audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 4.7** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- 4.8** To maintain its current month's and prior 12 month's records of ACFP claims and reports in separate monthly file folders containing an original of all receipts and an original or copy of all other monthly records supporting the Contractor's ACFP claim for each designated month. These records shall be available for review, audit, and copying at the Contractor's operational location within one hour of written or verbal request.
- 4.9** Provide access to records within one hour of formal request to:
- 1) Employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, Florida Department of Financial Services, Division of Public Assistance Fraud, and Early Learning Coalitions upon presentation of appropriate photo identification; and
  - 2) Other authorized individuals who the Department designates in writing upon presentation of that designation and proper photo identification.
- 4.10** Permit employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, or Florida Department of Financial Services, Division of Public Assistance Fraud to take physical possession of any ACFP records, or equipment containing such records and any other records maintained on equipment used in the ACFP, upon presentation of photo identification.

**5.0 PROVIDE REQUIRED AUDIT RECORDS**

**5.1** A not-for-profit organization or non-federal governmental entity that expends Federal awards, including ACFP reimbursements, of \$500,000 or more in its fiscal year, shall assure that a single or program-specific audit is conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised. The Contractor agrees to:

- 1) Annually complete a determination regarding which audit requirements it must meet in accordance with Office of Management and Budget Circular A-133, as revised;
- 2) When an audit is required, ensure that the audit is ordered and completed consistent with the requirements of Office of Management and Budget Circular A-133, as revised, and Attachment 3 to this Contract;
- 3) Submit copies of audit reports for audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, , whether required or voluntary, to the Department according to the requirements stated in Attachment 3 to this Contract.

**5.2** In connection with the audit requirements addressed in subparagraph 1 of this section, the Contractor shall fulfill the requirements relative to audit responsibilities as provided in Subpart C of Office of Management and Budget Circular A-133, as revised as though fully set forth herein, and shall make all records relating to the audit, including but not limited to accountant work papers and findings, available to the Department for inspection and copying.

**6.0 PROPERLY DISBURSE ACFP REIMBURSEMENT FUNDS RECEIVED**

**6.1** Use ACFP reimbursement funds only to pay for allowable ACFP costs;

**6.2.** Pay all supplier or subcontractor invoices, for ACFP claimed costs, by the earlier of payment due date(s) or within five business days after receipt of ACFP reimbursement; and

**6.3** If it is a sponsor of adult day care or sponsor of unaffiliated adult day care centers, disburse reimbursements to sponsored facilities within five business days of receipt of reimbursement from the Department. The date the sponsor receives the direct deposit notice or check in the mail is the date reimbursement is considered received from the Department.

**7.0 SUBMIT DOCUMENTS TO THE DEPARTMENT**

**7.1** In addition to any documents required to be submitted to the Department in compliance with state and federal law, the Contractor agrees to submit any receipts, invoices, documentation, or other evidence that the Department in its sole discretion deems necessary to evaluate the validity of any and all claims for reimbursement submitted by the Contractor. Such requirement for documentation may also require the Contractor to submit documentation prior to payment of any claim; any claim or portion thereof that is not supported by documents requested by the Department in writing shall be disallowed.

**7.2** The Contractor shall provide any and all information requested by the Department which the Department deems necessary in its sole discretion to evaluate an application to participate in the ACFP or an application to renew its participation in the ACFP or to evaluate a Contractor's performance in the ACFP, including but not limited to, documents which the Department determines are necessary to evaluate the applicant's or the Contractor's financial viability, administrative capability and program accountability.

**7.3** The Contractor shall provide written notice to the Department within five business days of:

- 1) Any change to the Contractor's official mailing address to which all legal notices and other correspondence shall be directed. The Contractor shall be bound by all records mailed to that address for purposes of enforcement proceedings regarding this Contract;

- 2) Any change to the Contractor's street address (physical location) where ACFP services are being provided;
- 3) Any change in the Contractor's Federal Employer Identification Number (FEIN) or legal name or doing-business-as (DBA) name;
- 4) Any change in the Contractor's responsible principals and responsible individuals' certification. This written notice shall include:
  - (a) Notification of any change in a previously identified principal's or individual's status that would render that person unqualified to continue to serve.
  - (b) Notification of any convictions of a Contractor's responsible principals or responsible individuals (any person who holds a management position with the Contractor, owners, officers or members of the board of directors) for crimes indicating a lack of business integrity. Such designated crimes shall include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity; and
  - (c) The Contractor's proposed personnel change to remove or otherwise disqualify the principal(s) and/or responsible individual(s) from participation in the ACFP.
- 5) For the purpose of annual certification of continued participation in the Program, the Contractor shall:
  - (a) Submit to the Department information required pursuant to ACFP regulations;
  - (b) Submit to the Department, upon request, additional records and information the Department deems necessary to substantiate the Contractor's continued eligibility to participate in the ACFP for the coming year or;
  - (c) If the Contractor chooses not to comply with the annual certification requirements, voluntarily withdraw from the ACFP by the date specified by the Department unless currently under a Notice of Serious Deficiency. Failure to comply with annual certification requirements or voluntarily withdraw from the ACFP will result in non-punitive termination of this Contract without appeal, unless currently under a Notice of Serious Deficiency.

## **8.0 OBTAIN PRIOR DEPARTMENTAL APPROVAL OF CONTRACTOR'S OPERATIONS**

- 8.1 A Contractor serving as an ACFP sponsor of any facility with which the Contractor has no affiliation shall obtain prior written approval from the Department for all salaries and benefits funded by ACFP reimbursements. Salaries and benefits must be reasonable, prudent, and necessary for the furtherance of the ACFP in addition to being in compliance with federal law. The reasonableness of salaries and benefits shall be determined by the Department after its review of the Contractor's operations or anticipated operations and shall not exceed those salaries and benefits generally made available to non-profit corporation employees and officers in the same geographical area for similar services. The determination of reasonable, prudent, and necessary salaries and benefits shall be at the Department's sole discretion.
- 8.2 A Contractor serving as a ACFP sponsor of any facility with which the Contractor has no affiliation shall not employ staff or officers or directors who are related by blood or marriage without the prior written approval of the Department. Any such approval will be granted only upon written documentation of extraordinary circumstances and shall only be granted for the shortest period of time necessary to address the justifying circumstances.



- 8.3 The Contractor shall submit budgets and budget amendments that are reasonable, prudent, necessary, and allowable in accordance with Food and Nutrition Service (FNS) Financial Management Instruction 796-2, Revision 3 and subsequent revisions, for the furtherance of the ACFP. The determination of reasonable, prudent, necessary, and allowable budget items and amounts shall be at the Department's sole discretion. All budgets and budget amendments shall require the Department's prior written approval. No more than four budget amendments may be filed in any federal fiscal year unless the Contractor is able to show good cause why additional amendments are required due to expenses that could not be reasonably anticipated and handled through the allowed number of amendments. The determination of good cause shall be at the Department's sole discretion.
- 8.4 The Contractor shall comply with program meal requirements as specified by 7 CFR §226.20. Failure to meet Program specifications shall subject the Contractor to issuance of a warning letter, require the Contractor provide a corrective action plan, subject the Contractor to additional documentation required (ADR) claims procedures, Notice of Serious Deficiency, proposed termination, and disqualification.
- 8.5 Contractors providing services in accordance with this Contract hereby agree that they shall not during that same period provide services to ACFP contractors or facilities as a registered caterer with the Florida Department of Elder Affairs. Contractors attempting to simultaneously perform services under this Contract and also as a registered caterer with the Florida Department of Elder Affairs shall be in violation of the terms of this Contract and may be subject to disqualification.
- 8.6 Contractors agree that they shall not assign or pledge current or future ACFP operational reimbursement funds or equipment procured with ACFP funds as collateral of any kind for a loan, line of credit, or for a repayment plan for unpaid debts.

**9.0 MONITORING, COMPLIANCE AND REVIEW PROCEDURES**

- 9.1 The Contractor agrees to submit to monitoring, compliance reviews and subsequent administrative and criminal penalties that may apply, to include:
- 1) Reviews of audits conducted in accordance with Office of Management and Budget Circular A-133, as revised; and
  - 2) Monitoring procedures by the Department that may include, but are not limited to, on-site visits by Department staff or contracted entities on behalf of the Department, limited scope audits as defined by Office of Management and Budget Circular A-133, as revised, and/or other procedures or audits deemed necessary in the sole discretion of the Department to evaluate program operations.
- 9.2 The Contractor agrees to comply and cooperate with any:
- 1) Monitoring procedures/processes deemed appropriate by the Department;
  - 2) Additional instructions provided by the Department to the Contractor upon the Department's determination that an audit or a limited scope audit of the Contractor is appropriate; and
  - 3) Inspections, reviews, investigations, or audits deemed necessary by the Department, or the State of Florida's Comptroller or Auditor General.
- 9.3 Any Contractor serving as a ACFP sponsor shall monitor each sponsored facility and ensure its compliance with the requirements of state and federal rules, regulations, policies, instructions, procedures, and manuals. Contractor personnel responsible for monitoring must carry photo identification demonstrating their relationship to the sponsoring organization and present it upon request.
- 9.4 Regarding inspections and regulatory actions the Contractor agrees:

- 1) To permit persons authorized by the Department to inspect any records, papers, documents (including electronic storage media), facilities, and/or goods and services of the Contractor which are relevant to this Contract, and/or to interview any clients and employees of the Contractor.
  - 2) That any inspections or monitoring visits of the Contractor's facility or of the Contractor's records shall be made to assure the Department of the satisfactory performance of the terms and conditions of this Contract. The Contractor agrees that such visits, reviews, or inspections may be announced or unannounced.
  - 3) To acknowledge site review findings by providing an authorized signature on the site review form upon completion of the specific site review. Failure to acknowledge such findings or provide exceptions at the time of the site review shall be grounds for Notice of Serious Deficiency.
  - 4) To accept the Department's written report of findings regarding the Contractor's performance or compliance with the terms of this Contract.
  - 5) To provide its written response to the Department's written report of findings within the period specified in the Department's notice of required corrective action.
  - 6) That the Department, at its sole and exclusive discretion, may or may not accept the Contractor's corrective actions. The Contractor agrees to respond to all requests for modification of the Contractor's proposed corrective actions as specified by the Department. The Contractor agrees that it shall correct all noted deficiencies identified by the Department consistent with a Department approved Corrective Action Plan (CAP) within the specified period of time set forth in the Contractor's CAP.
  - 7) That the Contractor's failure to submit an acceptable CAP to the Department within the timeframe provided in the Department's notice, or failure to correct noted deficiencies, or failure to fully and permanently maintain implemented corrective action may, at the sole and exclusive discretion of the Department, result in:
    - (a) The Contractor being deemed in breach or default of this Contract;
    - (b) Suspension of program participation;
    - (c) Withholding of payment to the Contractor by the Department;
    - (d) Termination of this Contract for cause; and
    - (e) The Contractor and the Contractor's responsible principal(s) and responsible individual(s) being disqualified from participation in the ACFP and listed on the USDA National Disqualified List.
  - 8) That the Contractor's failure to implement and maintain approved corrective action(s) shall result in contract termination and disqualification and listing the Contractor, and the Contractor's responsible principal(s) and responsible individual(s) on the USDA National Disqualified List.
  - 9) That the Contractor's exclusive means of challenging the Department's determination of acceptable CAP submission, successful correction of deficiencies, suspension, and/or proposed termination and entry of named parties on the USDA National Disqualified List shall be the review procedures provided pursuant to the terms of this Contract and Title 7 Code of Federal Regulations, Part 226.
- 9.5 Upon termination or expiration of this Contract, for a period of three years from the end of the federal fiscal year in which the Contract is terminated or expires, the Contractor agrees to :
- 1) Maintain all ACFP records and program related records, unless instructed by the Department to maintain those records for a longer period of time;
  - 2) Maintain all records pertaining to any unresolved audit or review for a minimum of three fiscal years plus the current fiscal year or until all outstanding issues are resolved; and

- 3) Submit to the Department's authority regarding the issue and determination of a serious deficiency. Failure to respond or successfully resolve any Notice of Serious Deficiency may result in the Contractor and its responsible individual(s) and responsible principal(s) being added to the USDA National Disqualified List pursuant to the requirements of Title 7 Code of Federal Regulations Part 226.6.

**10.0 DEPARTMENT AUTHORITY TO SEEK OTHER ACTIONS AT LAW**

- 10.1 The Contractor agrees that administrative and criminal penalties may apply to violation of the terms of this Contract.
- 10.2 The Contractor hereby acknowledges that any monitoring or review, whether performed by the Department, the United States Department of Agriculture, the Florida Department of Law Enforcement, the Florida Department of Financial Services, Division of Public Assistance Fraud or by another entity authorized by the Department may result in the initiation of criminal charges and that the Department will actively cooperate and assist in such criminal prosecution.
- 10.3 The ACFP sanctions for Contractor violations shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance;
- 10.4 The ACFP sanctions do not limit or replace the authority of the USDA, Comptroller General, or Department to seek damages, or civil or criminal action; and
- 10.5 Nothing in this Contract precludes the Department from obtaining damages as well as any other remedy authorized by law as a result of the Contractor's breach of this Contract or violation of applicable federal and state rules and regulations pertaining to the ACFP.

**11.0 INDEMNIFICATION**

- 11.1 Indemnification is not applicable as to the Department in contracts executed between the Department and state agencies or subdivisions, as defined in Section 768.28, Florida Statutes, or between the Department and federal agencies or sovereign American Indian nations. However, such indemnification provisions shall apply to the Contractor in subparagraphs 2 and 3 of this section.
- 11.2 The Contractor shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omission by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- 11.3 The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail, equivalent delivery service, e-mail or facsimile transmission. Only adjudication or judgment after highest appeal is exhausted specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.

**12.0 ASSIGNMENTS AND SUBCONTRACTS**

- 12.1 The Contractor agrees:
  - 1) It shall be responsible for the administration and financial management of its operation;
  - 2) It shall not enter into any subcontracts or agreements affecting the Program subsequent to the execution of this Contract without the Department's prior written approval;

- 3) If it intends to enter into any Program related subcontracts it shall:
- (a) Provide the Department written notice of the intended subcontract. That notice shall include the name of the intended subcontractor, the name of its principal owners, the intent of the contract, and the estimated total value of that contract;
  - (b) Provide the Department any required budget updates reflecting the proposed subcontractor's expense for evaluation;
  - (c) Not enter into the requested subcontract until approved by the Department; and
  - (d) Not pursue a subcontractor relationship in support of this Contract should the Department not approve such subcontract.

12.2 The Contractor agrees that the Department shall not approve any subcontract for ACFP management functions, including but not limited to, program financial management, eligibility review and approval, preparation and maintenance of enrollment rosters, tiering determinations, monitoring, and submission of claims for reimbursement.

12.3 Approval or disapproval of ACFP related subcontracts shall be at the sole discretion of the Department. Any Program related subcontract not approved by the Department shall be null and void as to the provisions of this Contract and the Department's responsibility to reimburse any costs for the unauthorized subcontract support of the Contractor's operations.

12.4 The Contractor shall be responsible for all work performed and all expenses incurred for implementing the ACFP on behalf of the Department. If the Department permits the Contractor to subcontract part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, the Contractor agrees that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Department against such claims.

12.5 The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

**13.0 CONDITION FOR RECEIPT OF FEDERAL FUNDS**

13.1 In compliance with the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, no payment will be issued to the Contractor until it has obtained a Data Universal Number System (DUNS) number. This may be found at <http://fedgov.dnb.com/webform>.

**14.0 MEET ADDITIONAL REQUIREMENTS TO MAINTAIN PARTICIPATION IN ACFP**

14.1 Contractor Legal Name and Federal Employer Identification Number (FEIN) shall not be changed.

- 1) The Contractor agrees that it shall maintain its participation in the ACFP under this Contract under its approved legal name and FEIN.
- 2) The Contractor agrees that it shall not change its legal name or FEIN under this Contract.
- 3) The Contractor agrees to immediate termination of this Contract if the Contractor changes its legal name or FEIN. Such termination shall be subject to all requirements of this Contract.

14.2 The Contractor shall:

- 1) Prior to doing business with the State of Florida, submit a W-9 to the Florida Department of Financial Services (DFS) electronically via the Vendor Website at <https://flvendor.myfloridacfo.com>;
- 2) Notify the Department and the Florida Department of Financial Services (DFS) of any changes in W-9 information within 10 calendar days.

14.3 The Contractor hereby agrees to submit all valid claims for reimbursement consistent with the following requirements:

- 1) Claims for reimbursement shall be supported by required records maintained in sufficient detail to justify the reimbursement claimed;
  - 2) Records shall be available to support the claim and the Contractor's act of claim submission shall be a certification that such records are maintained in the Contractor's files to substantiate each claim submission;
  - 3) Claims for reimbursement shall be submitted to arrive at the Department no later than 60 days following the last day of the month covered by the claim. A one-time exception may be granted upon Department approval within any 36 month period. If approved, payment of the late claim is subject to funds availability. Any claim submitted outside of this requirement shall be denied;
  - 4) Subject to the terms of this Contract, the Contractor shall submit monthly claims for reimbursement to the Department for each month that the Contractor is eligible to file claims, commencing the first full month after the Contractor's approved ACFP begin date. The Contractor will submit monthly claims for reimbursement by the 15<sup>th</sup> of the month following the month being claimed for reimbursement. The Department may terminate the Contract for failure to operate the Program (serve reimbursable meals, maintain records, file timely claims, etc.) for three consecutive months.
- 14.4** Corporations are recognized under the law as natural persons and may participate in the ACFP. The Corporation and each of its responsible principals or responsible individuals (as defined pursuant to 7 CFR §226) shall be subject to all ACFP requirements and may be individually disqualified from the ACFP and individually placed on the National Disqualified List.
- 14.5** Federal ACFP funds are subject to greater oversight. The Department performs a fiduciary function, on behalf of the taxpayers. Therefore, the provisions of this Contract shall apply to all Contractors organized as Corporations whether or not that corporation's stock is publicly traded.
- 14.6** During the term of this Contract the Contractor agrees that any proposed sale, transfer, or other conveyance or pledge of ACFP assets shall not be executed as long as the Contractor participates in the ACFP unless the Contractor has obtained prior Department approval of that transaction.
- 1) The Contractor shall notify the Department in writing of its intent to sell, transfer, convey, or pledge any assets purchased with ACFP funds. The Contractor's notice shall state the name or names of the intended purchasers, transferees or creditors and be provided to the Department in writing no less than 30 days prior to the date of such proposed change. The Department may also obtain such information from the Florida Department of State, should it choose to do so in addition to any Contractor notification provided.
  - 2) The Department shall either agree to or decline the proposed change and provide the Contractor written notification of its decision. If the Contractor chooses to pursue the proposed change after the Department declines, the Contractor agrees to notify the Department of the sale. This Contract shall terminate upon the date of that sale, consistent with the terms of this Contract. The Department shall not pay any claims from the Contractor or its designated assignee for meal services occurring after the Contract termination date.
  - 3) If it is discovered or reported that from the date of the Contractor's initial ACFP application more than fifty percent (50%) of the stock of the Contractor's corporation is sold, transferred, otherwise conveyed or pledged, the Contractor agrees that this Contract shall terminate immediately.
  - 4) Failure of the Contractor to provide such notice may result in the Department issuing a Notice of Serious Deficiency and Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals and immediate termination of this Contract.

- 14.7 If a contractor fails to complete all responsibilities under this Contract, the Contractor and its responsible principals and responsible individuals may be disqualified from further participation in the ACFP and placed on the USDA National Disqualified List.

**15.0 CONDITIONS FOR RETURN OF FUNDS**

- 15.1 To return to the Department any overpayments due to unearned funds pursuant to the terms of this Contract or applicable state or federal law, rules, regulations, instructions, policies, procedures or manuals, that are used by the Department in its administration of the ACFP. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall notify the Department by certified mail within five (5) days of such discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Contractor by letter of such a finding. Repayment shall be made pursuant to the Department's instructions to the Contractor and shall include interest as required by federal law; such instructions may include but are not limited to a sponsor's payment to sponsored facilities and a Contractor's payment to the Department.

**16.0 PROCEDURES FOR DISALLOWANCE OF PROGRAM PAYMENTS**

- 16.1 In the event the Department discovers the Contractor's failure to comply with recordkeeping requirements pertaining to records directly supporting claims for reimbursement, the Department shall disallow payment for any meals and/or not supported by such records. Records that support claims for reimbursement may include, but are not limited to, free and reduced price meal applications, daily meal counts, menu records, original receipts and invoices for ACFP expenses, enrollment records, and attendance records. The Contractor may appeal the Department's decision to disallow Program payments as described in Section II.B of this Contract.

**17.0 INDEPENDENT CAPACITY OF THE CONTRACTOR**

- 17.1 In performance of this Contract, it is agreed between the parties that the Contractor is an independent Contractor and that the Contractor is solely liable for the performance of all tasks contemplated by this Contract, which are not the exclusive responsibility of the Department.
- 17.2 The Contractor, its officers, agents, employees, or subcontractors in performance of this Contract, shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. The Contractor shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
- 17.3 The Contractor, its officers, agents, employees, and its subcontractors are not entitled to state retirement benefits, state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
- 17.4 The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

**18.0 TRAINING AND SECURITY**

- 18.1 The Contractor agrees to attend all meetings and training sessions required by the Department.
- 18.2 ACFP records contain information that is confidential under both Florida and federal law. The Contractor agrees to maintain any and all records, documents, forms, reports, and information, in whatever form, in a secure location with access that is sufficiently limited to protect the records.
- 18.3 Public Access to Records. It is expressly understood that the Contractor is acting on behalf of the Department and refusal to comply with public record access provisions shall constitute violation of the Contract for which the Department may unilaterally terminate the Contract. Therefore, the Contractor herein agrees and shall:

- 1) Promptly notify the Department of any requests it receives for public records;

- 2) Not grant access to or release records of any nature until properly approved by the Department in writing;
- 3) When instructed pursuant to the terms of this Contract, allow public access to all documents, papers, letters, or other materials related to this Contract as required by Article I, Section 24, of Florida's State Constitution and Chapter 119, Florida Statutes, 7 CFR §226 at no additional cost to the Department;
- 4) Maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure;
- 5) Hold the Department harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of the Contractor's improper disclosure of confidential records whether public record or not and shall defend the Department against the same at the Contractor's expense; and
- 6) Allow the Department access to any paper or electronic records that contain data relevant to this Contract and associated management information or data.

**19.0 DESIGNATION OF NON-PRICING OR PRICING POLICY**

**19.1** The Contractor agrees to designate its participation under either the non-pricing or pricing policy listed below upon entry into the Program. The Contractor shall not change its designated policy without written approval from the Department. The Contractor shall select and participate under one of the following:

**19.1.1 Non-Pricing Policy**

- 1) The Contractor agrees that all adults in attendance at site(s) listed on the Site Information Form(s) and/or Provider Information Form(s), are offered the same meal at no separate charge regardless of race, color, sex, age, national origin, or disability, and there is no discrimination against any adult in the course of the meal service based on race, color, sex, age, national origin, or disability.
- 2) The Contractor agrees to limit access to eligibility information to persons directly connected with the administration and enforcement of the ACFP.

**19.1.2 Pricing Policy**

- 1) The Contractor agrees to charge separately for meals. The Contractor will charge no more than 40 cents for a reduced-price lunch or supper, 30 cents for a reduced-price breakfast and no more than 15 cents for a reduced-price snack.
- 2) The Contractor agrees to serve free or reduced-price meals to any adult enrolled at the site(s) listed on the Site Information Form(s) whose household income falls within the current Florida Income Eligibility Guidelines or whose household receives benefits from the Food Assistance Program (federally known as the Supplemental Nutrition Assistance Program - SNAP) or Temporary Assistance to Needy Families (TANF).
- 3) The Contractor agrees to provide these benefits to adults from households that are experiencing strikes, layoffs, and unemployment which causes the household income to fall within the criteria set forth in the current income eligibility guidelines.
- 4) The Contractor agrees to collect meal payments outside of the meal period in a manner that does not identify the eligibility status of adults receiving free or reduced-price meals to those not involved in the collection of meal payments. To protect the anonymity of eligible adults receiving free or reduced-price meals, one of four methods will be used for collection: 1) daily collection at a designated time and place; 2) weekly collection at a designated time and place; 3) monthly collection at a designated time and place; or 4) billing statement to parents/participants.
- 5) The Contractor agrees that there will be no overt identification of free and reduced-price meal recipients and no discrimination against any participants on the basis of race, color, national origin, sex, age, or disability.

- 6) The Contractor agrees to implement the following policy in determining the eligibility of program participants.
  - (a) The Contractor agrees to send to each household an Application for Free or Reduced-price Meals based on the samples and procedures provided by the Department of Elder Affairs. Adults/Guardians will be requested to complete the application and return it to the Contractor's or site's determining official for review. Such applications will be maintained on file for three years after the end of the year in which they pertain. Applications may be filed at any time during the year. Within fourteen calendar days of receipt of applications, adults/guardians will be notified individually of the approval or denial of their application. Adults will be served meals based on eligibility category immediately upon the determination of their eligibility. When an application is rejected, adults or guardians will be informed of the reason for denial, the availability of a hearing procedure, and the name and address of the designated hearing official.
  - (b) The Contractor agrees to designate the administrative position responsible for reviewing applications and making determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual adults are eligible to receive free or reduced-price meals.
- 7) The Contractor agrees to annually provide a public release containing information from the sample to the media serving the area from which the center draws its attendance.
- 8) The Contractor agrees to establish an appeal and hearing procedure for use when participant benefits are denied or terminated as a result of verification. During the appeal and hearing the adult will continue to receive free or reduced price meals. Prior to initiating the hearing procedure, the adult/guardian or local official will be permitted to request a conference to discuss the situation, present information, and obtain an explanation of information submitted on the Application and decisions made. Such a conference will not in any way be allowed to prejudice or diminish the right to a fair hearing.
- 9) The hearing procedure will provide the household and/or designated representative with:
  - (a) A simple, publicly announced method to make an oral or written request for a hearing.
  - (b) An opportunity to be assisted or represented by an attorney or other person in presenting its appeal.
  - (c) An opportunity to examine, prior to and during the hearing, any documents, and records presented to support the decision under appeal.
  - (d) A hearing held with reasonable promptness and convenience, and with adequate notice given as to the time and place of the hearing.
  - (e) An opportunity to present oral or documentary evidence and to make an argument that supports its position.
  - (f) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
  - (g) A hearing conducted and the final determination made by a hearing official who did not participate in making the decision being appealed or in any previously held conference.
  - (h) A determination by the hearing official based on the oral and documentary evidence presented at the hearing and made a part of the hearing record.
  - (i) Written notification of the decision of the hearing official.
- 10) The Contractor agrees to prepare a written record for each hearing, which includes the challenge or the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official, including the reasons therefore, and a copy of the notification to the parties concerned with the decision of the hearing official.



- 11) The Contractor agrees to preserve a written record of each hearing for a period of three years and make available for examination by the parties concerned or their representatives at any reasonable time and place during the period.

**20.0. MEET ADDITIONAL REQUIREMENTS WHEN SERVING AS A SPONSOR**

- 20.1 Comply with all ACFP requirements relevant to its function as a sponsor organization;
- 20.2 Conduct all Administrative Reviews for suspension and/or disqualification consistent with the requirements of 7 CFR §226 and applicable procedure manuals and Department requirements;
- 20.3 Incrementally report the result of all reviews to the Department as instructed;
- 20.4 Reopen administrative reviews when the Department so directs and conduct such reviews in compliance with 7 CFR §226 and the Department's instructions;
- 20.5 Record the reopened administrative review, facilitate the issue of a formal written finding and forward that finding to the parties and Department in resolution of deficiencies the Department identifies.

**21.0 CONTRACT AMENDMENT PROCEDURES**

- 21.1 Contract Amendment
  - 21.1.1 The Department shall have the right to amend the Contract from time to time as required under the Program's regulations or for operational necessity.
  - 21.1.2 Such amendment, executed by the Department, shall be mailed to the Contractor's last reported mailing address. The Contractor shall no later than 21 days of receipt of the amendment:
    - 1) Sign the amendment and return a copy to the Department; or
    - 2) Provide the Department written notice of its intent to withdraw from the Program.
  - 21.1.3 This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

**22.0 FOOD SAFETY AND SANITATION REQUIREMENTS**

- 22.1 The Contractor hereby expressly agrees that the Contractor shall only claim and receive approved reimbursement for those meals that are served according to applicable local, state, or federal health and safety requirements.
- 22.2 The terms and conditions of this Contract shall in no fashion be used for purposes other than participation in the ACFP. The Contractor hereby further agrees that it understands that its participating adult day care facilities are solely responsible for any additional licensure or certifications that may be required by local, state, or federal authority. The terms of this Contract do not provide any adult day care facility with a food permit or formal approval for its food preparation facility or operation.
- 22.3 Participating adult day care or approved facility that provides a coordinated program in a community-based, non-residential setting to enrolled participants who need supervised care in a safe place outside the home during the day must comply with all food safety and sanitation requirements as they apply to the food storage, preparation, cooking and/or serving of meals.

**III. THE DEPARTMENT AGREES TO:**

**23.0 PROVIDE AUTHORIZED REIMBURSEMENT**

- 23.1 Reimburse the Contractor for meals and other allowable costs as further provided in applicable rules, regulations, instructions, policies, procedures, and/or manuals. Claims for reimbursement not filed with the Department within 60 days after the close of the month in which the claim was incurred shall be disallowed. The Department may, though it is not required to, at its sole discretion and with any

necessary approval from USDA, grant an exception to this requirement. Payment of any late claims is subject to availability of funds.

23.2 The Department shall annually provide a Budget Summary for the next fiscal year allotment.

**24.0 PROVIDE REQUIRED PROCEDURE FOR REVIEW OF ADMINISTRATIVE ACTION**

24.1 Should the Contractor violate any terms of this Contract, or any ACFP policies, instructions, procedures, or manuals, or the rules, regulations and laws governing the program, and as a result, the Department acts to withhold funds or to restrict or terminate the Contractor's participation in the program, the Contractor shall be informed of its appeal rights. Upon timely request for an appeal, the Contractor shall be accorded an administrative review only if required by federal law pursuant to Title 7 Code of Federal Regulations Part 226.

**25.0 CONDUCT PERIODIC INSPECTION AND REPORTS**

25.1 To inspect or evaluate the Contractor's records (including electronic storage media), papers, documents, facilities, and/or the Contractor's goods and services which are relevant to this Contract and/or interview any of the Contractor's clients or employees. Upon completion of any such inspection or evaluation, the Department shall provide the Contractor a written report of its findings. The written report shall describe the Department's evaluation of the Contractor's performance of its responsibilities and obligations as outlined in this Contract.

**26.0 SPECIFY IN WRITING WHEN RESPONSES TO DEFICIENCIES ARE DUE**

26.1 To provide the Contractor a written report of its findings and a date certain by which the Contractor must provide a written corrective action plan (CAP). When applicable, the Department shall also provide the Contractor a written Notice of Serious Deficiency with a date certain by which the Contractor must provide its written CAP.

**27.0 NOTIFY CONTRACTOR OF DECISION IN WRITING**

To provide the Contractor written notice of the acceptance or rejection of the Contractor's CAP. The Department shall issue written notice to the last reported address for the Contractor and those responsible individuals and responsible principals described in the applicable governing regulation and procedure manuals when the rejection of a CAP requires termination of this Contract and disqualification of the Contractor and responsible individuals and responsible principals.

**IV. THE DEPARTMENT AND THE CONTRACTOR MUTUALLY AGREE TO:**

**28.0 DEFINITION OF TERM**

The parties hereby agree that the term conviction shall mean having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

**29.0 EFFECTIVE DATE**

This shall be a permanent contract as of the date on which, the Contract has been signed by both parties, pursuant to Title 7 Code of Federal Regulations Part 226.11. The Contractor shall provide annual confirmation of compliance and all other records required pursuant to this Contract and notice issued by the Department.

**30.0 CONTRACT IS LEGAL BINDING AGREEMENT**

This Contract is a legal binding agreement between the Contractor and the Department. Consistent with the requirements of 7 CFR §226.6(b)(4), the terms of this Contract are applied uniformly throughout the state and are not subject to negotiation. The entire contract between the parties shall be in writing and be subject to the contract amendment procedure described in this Contract.

**31.0 CONDITIONAL CONTRACT**

31.1 The parties intend this Contract to be conditioned upon the Contractor remaining eligible to participate in the ACFP. The requirements in this section apply if this Contract is being entered into during a period in which the Department has notified the Contractor that it intends to terminate the Contractor's current ACFP Contract.

- 31.2** The Parties hereby agree that should the Contractor choose to appeal a decision of the Department and request an administrative hearing, that hearing shall occur in sufficient time to permit the issue of a Final Order in the case within 60 days of the date the Department receives the Contractor's request for hearing. Such determination shall be exclusively that of the Administrative Review Official (ARO) responsible for the appeal. The Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).
- 31.2.1** The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix).
- 31.2.2** Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.
- 31.2.3** A Final Order shall be issued upon conclusion of the administrative review to occur no later than 60 days of the Department's receipt of the Petitioner's request for the administrative review. Such timeframe is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within the specified timeframe.
- 31.3** If the Administrative Review Official (ARO) upholds the Department's current intended action to terminate the Contract with the Contractor, the following additional potential results shall apply:
- 1)** This current Contract shall be terminated upon the date of the Final Order, in the administrative case without further action or notification by the ACFP;
  - 2)** Consistent with the ARO's Final Order the Contractor and each named responsible individual and responsible principal shall be disqualified from further participation in the ACFP and each name shall be entered on the USDA National Disqualified List. Those named parties shall be precluded from further participation in the ACFP for a period of seven years or until any funds due the Department are repaid, whichever occurs later; and
  - 3)** Claims for goods or services provided after the rendition of the Final Order shall not be payable. Necessary and reasonable costs of ceasing ACFP participation may be reimbursable, conditioned upon submission of required documentation and Department approval of those costs. However, the Department shall offset reimbursement for allowed close-out costs against any outstanding ACFP debt the Contractor may owe as of the date of the Final Order.
- 31.4** The termination of this Contract upon rendition of a Final Order shall not be automatically stayed pending any appeal of or challenge to the Final Order.
- 31.4.1** Such Stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive ACFP reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.
- 31.4.2** The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Elder Affairs and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the rendition of the ARO's Final Order.

**32.0 PROCEDURES AND NOTICES SENT TO CONTRACTOR'S ADDRESS OF RECORD**

- 32.1 All written notices describing an action proposed or taken by the Department with regard to the Contractor's ACFP reimbursement or participation shall be mailed to the latest address on file with the Department. The Contractor shall ensure that its current street and mailing addresses are on file with the Department at all times.
- 32.2 The parties agree that the Department shall consider all notices as received by the Contractor and its responsible principal(s) and responsible individual(s) five days after being sent to the last address the Contractor reported to the Department.

**33.0 RESPONSIBILITY TO OBSERVE ALL GOVERNING LAWS**

- 33.1 The failure of this Contract to cite all applicable state and federal laws, regulations and policies does not waive the Contractor's responsibility to comply with all applicable requirements specified in state and federal laws, regulations, and policy.

**34.0 NON-WAIVER**

- 34.1 The Department shall have the right to declare any violation, deficiency, or default and take such action as may be lawful or authorized hereunder, in law or in equity.
- 34.2 A Department waiver of any term, provision, condition or covenant in this Contract shall not be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by the Department shall be deemed a waiver of any default hereunder.
- 34.3 The Department and Contractor expressly agree that the Department's failure to declare any violation, deficiency or default immediately upon occurrence, or failure to take any action in connection with that occurrence, does not waive such violation, deficiency, or default.

**35.0 CONTRACTOR'S NOTIFICATION OF RESPONSIBLE PARTIES**

- 35.1 Pursuant to 7 CFR §226, the Contractor's responsible Principals and responsible Individuals, including but not limited to the ACFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board and Board Members, may become parties to a disqualification proceeding pursuant to the terms of this Contract. These named parties are defined in 7 CFR §226.2, which shall control which individuals shall be named parties in any disqualification proceeding.
- 35.2 The Contractor agrees that upon execution of this Contract, it shall inform its ACFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members and any other responsible principals and responsible individuals that as a condition of their employment or their individual paid or voluntary participation in the Contractor's organization, they shall be subject to becoming a party to a disqualification proceeding. The Contractor shall ensure that all responsible principals and responsible individuals comply with the terms of this Contract and all governing requirements listed herein.
- 35.3 The Department agrees that upon the determination of a serious deficiency, it shall notify the Contractor's responsible principals and applicable responsible individuals of the cited deficiencies.

**36.0 CONDITIONS OF TERMINATION**

- 36.1 Termination at Will. This Contract may be terminated without cause upon no less than thirty (30) calendar days notice in writing unless a lesser time is agreed to between the parties in writing. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery.
  - 36.1.1 In the event termination of this Contract (is) at will, the Contractor will be compensated for approved Program costs lawfully incurred prior to termination.
  - 36.1.2 The Contractor shall be permitted to voluntarily terminate this Contract after the date the Department issues a Notice of Serious Deficiency to the Contractor. However, the Contractor's

self termination under such circumstances does not discontinue the serious deficiency process and therefore may result in the names of the Contractor and its responsible principal(s) and responsible individual(s) being placed on the USDA National Disqualified List.

- 36.2 Termination Because of Lack of Funds. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.
- 36.3 Termination for Cause. The Department may terminate this Contract for cause for the Contractor's noncompliance with any provision of this Contract or for any of the serious deficiencies identified, but not limited to, those in Attachment 1.
- 36.4 The Contract shall be permanent unless either the Department or Contractor takes the designated additional actions described in this Contract. The Contract may be terminated, if not otherwise prohibited by other provisions of this Contract, upon the Department's receipt of the Contractor's written notice of:
- 1) Objection to a Contract Amendment; and
  - 2) Election to withdraw from the Program within 30 days of receipt of the Department's written notification of a proposed amendment to the Contract.

**37.0 ENFORCEMENT**

- 37.1 Each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any term or provision of the Contract or of any ACFP rules, regulations, policies, procedures, instructions, or manuals is found to be illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.
- 37.2 Subsequent to execution of this Contract, if a direct conflict between the terms of this Contract and Federal Program requirements stated in Title 7 Code of Federal Regulations Part 226 and associated Program regulation and policy occurs, such conflict shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

**38.0 EXCLUSIVE VENUE PROVISION**

- 38.1 Venue for any action arising from the terms of this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be Leon County, Florida to the exclusion of all other courts and jurisdictions.
- 38.2 Any action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be brought to the Department for an administrative hearing that shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.
- 38.3 Any non-administrative action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.
- 38.4 Any appeal of a lower court or administrative hearing shall be to the First District Court of Appeal, in Leon County, Florida to the exclusion of all other courts and jurisdictions.

**39.0 ENTIRE CONTRACT; AMENDMENTS**

- 39.1 This Contract constitutes the entire Contract between the parties.
- 39.2 The Contract may be amended only by:
- 1) The Department issuance of an amendment; and 2) Expiration of time for the Contractor to reject an amendment and withdraw from the Program as described in the Contract.

2. Amendments issued by the Department and accepted by the Contractor consistent with the terms of the Contract shall take precedence over any terms or conditions in the original Contract unless expressly stated otherwise in the Amendment.

**40.0 CONSTRUCTION OR INTERPRETATION OF CONTRACT**

- 40.1 Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is found to be ineffective, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.
- 40.2 Titles and Headings. Titles and headings to articles, sections, or paragraphs in this Contract are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the Contract.
- 40.3 Remedies Cumulative. The remedies provided in this Contract shall be cumulative, and the assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.
- 40.4 Conflict between This Contract and Federal Program Requirements.
  - 1) The terms of this Contract shall govern the conduct of the parties;
  - 2) Any direct conflict between the terms of this Contract and ACFP Federal Program requirements stated in 7 CFR §226 and associated Program regulations and policies shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

SIGNATURE PAGE

As the Contractor's authorized representative empowered to commit to the terms of this Contract, I have been expressly advised to seek legal advice regarding the terms of this Contract with an attorney licensed in the State of Florida representing the interests of the corporation and/or individual interests of associated individuals or individuals named herein. I have not relied upon any advice from the Department or its agents regarding this Contract and the legal rights for myself or those who I am empowered to represent. I have considered seeking appropriate legal advice. I have read the above Contract and understand each section and paragraph.

By my signature I acknowledge that I enter into this Contract freely on behalf of myself and those who I am empowered to represent. I expressly agree to notify the Contractor's responsible principals and responsible individuals, including the ACFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members, and any other responsible principals and responsible individuals of their liability regarding the Contractor's compliance with this Contract.

IN WITNESS THEREOF, the parties hereto have caused this Contract and its subject attachments, adopted and incorporated into this Contract by reference, to be executed by their undersigned official as duly authorized.

**CONTRACTOR:  
PALM BEACH COUNTY BOARD OF COMMISSIONERS**

**STATE OF FLORIDA  
DEPARTMENT OF ELDER AFFAIRS:**

\_\_\_\_\_  
(Authorization Number)

Palm Beach County Board Of County Commissioners

\_\_\_\_\_  
(Legal Name of Organization)

\_\_\_\_\_  
(D/B/A Name)

810 Datura Street, Suite 300

\_\_\_\_\_  
(Address)

West Palm Beach, FL 33401

\_\_\_\_\_  
CHARLES T. CORLEY  
SECRETARY

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

\_\_\_\_\_  
SIGNATURE of Chairman of the Board,  
President, Executive Director, Majority Owner,  
or Delegated Authority

PRINTED NAME: Steven L. Abrams

TITLE: Mayor

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

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY: Taruna Mithal  
**DEPARTMENT HEAD**

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**ATTACHMENT I****FINANCIAL AND COMPLIANCE AUDIT**

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

**MONITORING**

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

**AUDITS****PART I: FEDERALLY FUNDED**

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

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

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

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

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

**PART II: STATE FUNDED**

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

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

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

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

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

**PART III: REPORT SUBMISSION**

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

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

**Department of Elder Affairs  
Attn: Lucila Gongora  
4040 Esplanade Way, Suite 350A  
Tallahassee, FL 32399-7000**

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

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

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

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

**Department of Elder Affairs  
Attn: Lucila Gongora  
4040 Esplanade Way, Suite 350A  
Tallahassee, FL 32399-7000**

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

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

**Department of Elder Affairs  
Attn: Lucila Gongora  
4040 Esplanade Way, Suite 350A  
Tallahassee, FL 32399-7000**

The Auditor General's Office at the following address:

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

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

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

#### **PART IV: RECORD RETENTION**

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

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

This attachment incorporates the most common examples of serious deficiencies listed in Title 7 Code of Federal Regulations Part 226 and provides example descriptions of non-compliance with program requirements. The list of deficiencies shall be updated from time to time in contract amendment pursuant to the terms of this Contract. Contractors who commit or engage in any serious deficiencies described in the federal and state laws, regulations, procedure manuals and policies shown in Section I of this Contract, including but not limited to those incorporated herein, shall be subject to termination and disqualification from the Florida Department of Elder Affairs, Adult Care Food Program (ACFP).

**ACTIONS SUBJECT TO ADMINISTRATIVE REVIEW**

**1. Submission of false information to the Department and/or filing claims based on false or fraudulent records**

- *Failure to disclose ineligible officers, directors, key employees*
- *Listing fictitious employees/officers/board members on an application*
- *Claiming tax-exempt status when denied, rescinded, or in any fashion no longer available*
- *Submitting the IRS tax-exempt determination letter of a different or defunct organization*
- *Concealing a conviction for any activity occurring during the previous seven years that indicates a lack of business integrity*
- *Falsification of documentation to support claims*
- *Falsification of information or documents in order to obtain and/or maintain ACFP participation*

**2. Permitting an individual on the USDA National Disqualified List to serve in a principal capacity with the Contractor or at a site sponsored by the Contractor**

**3. Failure to operate the ACFP in conformance with performance standards established in Title 7 Code of Federal Regulations Part 226.6(b)(2)(vii), regarding financial viability and financial management, administrative capability, and program accountability**

- *Failure to ensure provision of adequate financial resources for daily program operations*
- *Failure to maintain adequate funds to withstand temporary interruptions in program payments and/or fiscal claims against the Contractor*
- *Failure to maintain an adequate number and type of qualified staff to ensure proper ACFP operations*
- *Failure to establish and implement internal controls and other systems to ensure fiscal accountability*
- *Failure of the Board of Directors to provide adequate program oversight*

**4. Failure to maintain adequate records**

- *Failure to maintain appropriate records to document compliance with ACFP requirements including budgets, approved budget amendments, and when applicable, management plans and records pertaining to facility operations*
- *Consistently missing/incomplete records during different reviews, complaint investigations, or audits*
- *Missing/incomplete/incorrect invoices, receipts, canceled checks, inventories resulting in false/inflated/unsubstantiated claimed costs*
- *Cost records not maintained according to generally accepted accounting principles resulting in false/inflated/unsubstantiated claimed costs*

**5. Failure to adjust catered meal orders to conform to variations in the number of participants**

- *Claiming meals based on the number of meals ordered/planned or the number of participants on the center roster, rather than the number of meals actually served*

**6. Non-compliance with applicable bid procedures and contract requirements of federal Adult Nutrition Programs**

- *Failure to competitively procure goods and services*

- *Anti-competitive practices, such as collusion, kickbacks, conflicts of interest*
  - *Inclusion of non-competitive provisions in a bid, e.g., "successful bidder for a contract to provide meals must establish a scholarship fund"*
7. **Claiming reimbursement for meals not served to participants**
    - *Claiming meals delivered or planned for as meals served to participants*
    - *Claiming meals for participants not present on a given day or for a particular meal*
    - *Claiming meals served to no n-existent adults*
    - *Claiming meals served to no n-enrolled adults or to staff*
    - *Inflating meal counts*
    - *Claiming non-existent and non-participating facilities*
    - *Claiming meals for ineligible facilities*
    - *Claiming dual participating facilities*
    - *Claiming the same participant for the same meal at more than one facility*
  8. **Claiming reimbursement for meals that do not meet ACFP requirements**
  9. **Use of a food service management company (caterer) that is in violation of health codes**
  10. **Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan and/or ACFP requirements**
    - *Payments sent without endorsements or otherwise incomplete*
    - *Payments made for other than the full amount the supplying facility or vendor is entitled to*
    - *Payments made to a facility other than the facility that earned the payment*
    - *Payments made to an entity/person other than the facility without express written permission of the facility*
    - *Checks not mailed or direct deposits not initiated within 5 day timeframe of receipt of associated reimbursement from the Department or first business day thereafter*
    - *Failure to transfer full amount of facility payments to separate facility bank account within 5 day time frame or failure to maintain full amount of facility payments in commingled bank account until checks clear*
    - *Using facility reimbursement funds to pay facility advances*
    - *Using day care home funds to pay sponsored centers or center funds to pay day care homes*
    - *Retaining sponsored center funds in excess of the percentage approved in the ACFP Budget*
  11. **History of administrative or financial mismanagement in any USDA adult nutrition program**
    - *Institution left another adult nutrition program (e.g. Summer Food Service Program, National School Lunch Program, etc.) because of a serious documented problem in its operation*
    - *Failure to maintain required corrective actions*
    - *Institution terminated for serious deficiency in one part of the ACFP (adult care center for example) applies to administer a different part (day care homes for example)*
  12. **Claiming reimbursement for meals served by a proprietary adult care center during a calendar month in which the center does not meet Title XX eligibility requirements or Free and Reduced eligibility requirements, as applicable**
  13. **Failure by a sponsoring organization to properly classify individuals or homes in the correct reimbursement category**
  14. **Failure of a sponsoring organization to properly exercise its oversight responsibilities**
    - *Failure to adequately monitor*
    - *Failure to require full, permanent, and systemic corrective actions*
    - *Failure to impose sanctions on centers, sites, or day care home providers when issues of noncompliance are identified*
    - *Failure to follow serious deficiency, suspension, termination, disqualification and appeal procedures, as applicable*
  15. **The fact that the Contractor or any of its principals have been declared ineligible to participate in a publicly funded program due to violating that program's requirements**
  16. **Failure to make payment(s) to subcontractor(s) for program services rendered**

- *Payments made for other than the full amount the subcontractor is entitled to*
- *Checks not mailed within 5 business days after receipt of reimbursement or first business day thereafter*
- *Using reimbursement funds claimed for subcontractor costs for purposes other than to make payment debt used to support the claim for reimbursement.*
- *Failure to make all reimbursement payments to subcontractors subsequent to the voluntary or involuntary termination of this Contract*
- *Failure to pay all outstanding debts incurred and claimed as part of the ACFP claims the Contractor submitted*

**17. The following acts or omissions are also serious deficiencies:**

- *Failure to retain and make available all records required under this Contract to the Department or appropriately designated entity*
- *Failure to make records associated with the ACFP available upon request at a reasonable time and place*
- *Failure to maintain current licensure requirements*
- *Misuse of ACFP funds*
- *Serious mismanagement (e.g. failure to monitor properly)*
- *Failure to obtain a required audit and/or submit audit reports to the Department within required time frames*
- *Failure to notify the Department of change in IRS status*
- *Violations of IRS regulations*
- *Failure to remit periodic payments (required by statute or regulation) to regulatory agencies (e.g. employee withholding for income taxes, social security, unemployment compensation)*
- *Failure to implement corrective action(s) within required timeframes*
- *Failure to follow-up/require and maintain corrective action for facility review findings*
- *Creating fictitious records*
- *Failure to make required repayment of program funds to the Department*
- *Failure to comply with state incorporation requirements*
- *Paying employees salaries based on the number of homes/centers recruited; paying recruitment bounties or bonuses*
- *Failure to attend training required by the Department*
- *Interfering or obstructing a Department on-site or program review of the Contractor's performance under the terms of this Contract*
- *Failure to immediately remove a responsible principal or responsible individual, an officer, executive director, ACFP manager, another manager or member of the board upon the individual's conviction for any activity that indicates a lack of business integrity as defined in Title 7 CFR §226 and to include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity*
- *Failure to comply with the terms of this Contract which shall be identified as a failure to operate the Program in conformance with the performance standards set forth in Title 7 Code of Federal Regulations Part 226.6(b)(1)(xvii) and (b)(2)(vii)*
- *Failure to obtain Department approval prior to entering into a ACFP related subcontract subsequent to execution of the Permanent Contract between the Contractor and Department*
- *Failure of a participating adult care center to comply with all food safety and sanitation requirements required of that facility as they apply to food storage, preparation, cooking and/or serving of meals*
- *Simultaneously performing services under this Contract and also operating as a registered caterer with the Florida Department of Elder Affairs selling catered meals to unaffiliated or affiliated ACFP Contractors and/or facilities*
- *Failure of a Contractor authorized individual to acknowledge site review findings by providing an authorized signature and/or written exceptions to findings on the site review form upon completion of the site review*

**18. Failure to comply with any other financial and/or administrative requirements of Title 7 Code of Federal Regulations, Parts 226; 3015; 3016; 3019; and 3052, and/or failure to comply with applicable federal or Department of Elder Affairs ACFP rules, regulations, policies, instructions, procedures and/or manuals**

### PROCEDURE FOR FILING REQUEST FOR APPEAL

All Contractors are required to abide by the requirements set forth in Title 7 Code of Federal Regulations Part 226. All notices of serious deficiency, notices of proposed termination and notices of proposed suspension shall be provided by the Department to the Contractor and its executive director/CEO, owner(s), ACFP manager, chairman of the board of directors and other responsible principals or responsible individuals, as applicable, by facsimile transmission, e-mail, certified mail or equivalent delivery service.

If the Department determines that a contractor has failed to comply with a requirement of Title 7 Code of Federal Regulations Parts 226, 3015, 3016, 3019, 3052 and/or FNS Financial Management Instruction 796-2, Revision 3 and subsequent revisions, which constitute a serious deficiency, the Department shall issue a Notice of Serious Deficiency that specifies the serious deficiency or deficiencies and provides a date certain by which the Contractor shall file a corrective action plan with the Department.

If the corrective action plan is timely filed and is acceptable to the Department, the Department will conduct an unannounced follow-up review of the Contractor. If the follow-up review establishes that the serious deficiencies noted in the Notice of Serious Deficiency appear to have been fully and permanently corrected, the Department will so notify the Contractor. If the follow-up review does not establish that the serious deficiencies have been fully and permanently corrected the Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals or the Department may choose to permit additional time to file or amend a corrective action plan.

If the corrective action plan is not timely filed, the Department may take one of two actions. The Department may grant additional time to file or amend a corrective action plan. The Department may, alternatively, at its election issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If the corrective action plan is not acceptable to the Department it may take one of two actions. The Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals. The Department may also elect to conduct an unannounced follow-up review of the Contractor. During that review the Department shall determine if it shall grant the Contractor additional time to file or amend a corrective action plan. Alternatively, the Department may choose to proceed to issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If any program review identifies the same or substantially the same serious deficiencies after a Notice of Serious Deficiency is temporarily deferred, the Department shall issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals since the previous serious deficiency(s) was not fully and permanently corrected.

If the Department determines that a contractor has filed a false or fraudulent claim, or if the Department determines that there is an imminent threat to the health or safety of program participants, or that the Contractor poses a threat to public health or safety, the Department may issue a Notice of Proposed Suspension and shall provide notice of the procedures for suspension review. In any such event, the Department shall propose termination and disqualification and provide notice of procedures for administrative review.

#### Administrative Review Rights

The Contractor is not entitled to administrative review of a Notice of Serious Deficiency. The Contractor is entitled to administrative review of other Department actions, as provided by Title 7 Code of Federal Regulations Part 226, which affect the Contractor's participation or reimbursements in the Adult Care Food Program, including but not limited to proposed termination and disqualification. To obtain an administrative review, the Contractor and/or responsible principals or responsible individuals must request it in writing within 15 days of receipt of the Department's notice.

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

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

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

If no written request is submitted or if the written request is not received within 15 days of the Department's notice, then the Department's proposed action against the Contractor, responsible principals and responsible individuals shall no longer be subject to administrative review and the proposed action will become effective. The Department will acknowledge receipt of the request for administrative review within 10 days and, if the request was timely filed,

Adult Care Food Program Permanent Contract will appoint an administrative review official (ARO). If the request for administrative review was not timely filed, the Department shall notify the Contractor, responsible principals and responsible individuals that review is no longer authorized and that the Department's proposed action has now taken effect.

If a timely written request is submitted, the Contractor, responsible principals, and responsible individuals must submit documentation in opposition to the proposed Department action no later than 30 days after receipt of the Department's notice to the administrative review official. The Department may submit documentation in support of its action within 15 days of the Contractor's request for administrative review. The administrative review official will consider the Department's proposed actions based upon written submissions by the Department and the Contractor.

A hearing will be held in addition to, or in lieu of, a review of written information only if it is not excluded by Title 7 Code of Federal Regulations 226.6(k)(9) and the Contractor or a responsible principal or individual requests such a hearing in the initial written request for administrative review. The administrative review official may consider any evidence that he or she determines is credible, trustworthy and would reasonably be relied upon by a prudent person in the conduct of his or her normal daily activities. Either party may be represented by counsel. If a hearing is requested, the parties may call witnesses to testify and may cross examine witnesses. Witnesses may testify by telephone and may be sworn over the telephone and may be permitted to testify in narrative form. The administrative review official will issue a decision within 60 days of the Department's receipt of a timely filed written request for administrative review, which is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within that specified timeframe.

Consistent with the terms of this Contract and 7 CFR §226, the Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).

The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix). Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.

The administrative review official's determination is the final administrative determination to be afforded to the institution and responsible principals and responsible individuals. The termination of this Contract upon rendition of a Final Order



shall not be automatically stayed pending any appeal of or challenge to the Final Order. Such stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive Program reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.

The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Elder Affairs and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the filing of the ARO's Final Order.

#### **USDA National Disqualified List**

If a Contractor, responsible principals and responsible individuals do not timely request administrative review or if administrative review upholds the Department's proposed action for disqualification from the Adult Care Food Program, the Contractor and/or responsible principals and responsible individuals will be placed on the National Disqualified List with the United States Department of Agriculture and will be prohibited from participating in the Adult Care Food Program for a period of seven years. Additionally, if a contractor, responsible principal, or responsible individual has failed to repay debts owed under the Adult Care Food Program, they will remain on the list until the debt has been repaid.

**ADULT CARE FOOD PROGRAM**

**SAMPLE REQUEST FOR ADMINISTRATIVE REVIEW**

\_\_\_\_\_ refutes the matters contained in the Department's  
[Requestor]

Notice of Action dated \_\_\_\_\_ and requests:

\_\_\_\_\_ A hearing before the administrative review officer.

\_\_\_\_\_ Administrative review of written documentation only.

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

Send to:

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

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

United States Department of Agriculture  
Civil Rights Assurance

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Palm Beach County Board Of County Commissioners	DATE SUBMITTED

**Contract Number : Y4119**  
**Provider Name: PALM BEACH COUNTY**  
**BOARD OF COMMISSIONERS**  
**ACFP - Budget Summary (FY2014)**

		TOTAL FUNDS
<b>1. Adult Care Food Program</b>		
A.	Current Year	\$18,744.00
C.	AMENDED AMOUNT	\$0.00
<b>TOTAL</b>		<b>\$18,744.00</b>

CFDA# 10.555 \$17,688.00  
 CFDA# 10.558 \$ 1,056.00

**ATTACHMENT VI**

**ADULT CARE FOOD PROGRAM AUTHORIZATION DESIGNATION**

**Individuals Authorized to Sign the Monthly Claim for Reimbursement Forms**

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

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

**Individuals Authorized To Change or Edit the ACFP Application**

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

Authorized Individual	Position Title	Email Address
<i>Example: Mary Lou Brown</i>	<i>ADC Manager</i>	<i>brownml@adc.com</i>
Laura Barthelemy Heather Caron	Senior Service Aide Senior Service Aide	lbarthel@pbcgov.org hcaron@pbcgov.org
Yvette Coursey Sharon Rodgers	Case Manager III Casework Supervisor	ycorsey@pbcgov.org shrodger@pbcgov.org
Vianey S. Yurkovich Jacquelyn Uceda	Nutrition Coordinstor Senior Service Aide	vsemayu@pbcgov.org juceda@pbcgov.org

Authorized Representative: Steven L. Abrams Title: Mayor

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

## Verification of Employment Status Certification

Palm Beach County Board of County Commissioners

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Same as contract signature)

**Steven L. Abrams**  
\_\_\_\_\_

Title

**Mayor**  
\_\_\_\_\_

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

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

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

\_\_\_\_\_  
Signature

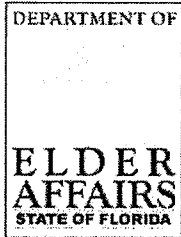
\_\_\_\_\_  
Date

(Same as contract signature)

**Steven L. Abrams, Mayor**

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

\_\_\_\_\_  
Company Name



# 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, Ste 300, West Palm Beach, FL 33401

*Street Address*

*City*

*State*

*ZIP code*

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

*Name of Representative*

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

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

\_\_\_\_\_  
Date

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
Notary Public



**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS**

**CIVIL RIGHTS COMPLIANCE CHECKLIST**

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

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

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

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

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

3. **STAFF CURRENTLY EMPLOYED.** Effective date:

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

4. **CLIENTS CURRENTLY ENROLLED OR REGISTERED.** Effective date:

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

5. **ADVISORY OR GOVERNING BOARD, IF APPLICABLE.**

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

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

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

On file with AAA; Filed annually

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

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

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

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

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

Consumers must be age 60 +

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

Consumers must be age 60+

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

No in-patient services provided

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

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

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

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

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

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

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

Revised August 2007

## Attestation Statement

Agreement/Contract Number Y4119

Amendment Number \_\_\_\_\_

I, Steven L. Abrams, Mayor, attest that no changes or revisions have been made to the  
(Recipient/Contractor representative)

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

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

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

\_\_\_\_\_  
Signature of Recipient/Contractor representative Date

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

                        
initial      date

Revised August 2007

**Florida Department of Elder Affairs**

**Adult Care Food Program**

Palm Beach County Board of County Commissioners  
**ACFP Institution's Board of Directors List**

**Non-Profit institution list Board of Directors' Officers & Members**

**For-Profit Institutions list Main Shareholder, Corporate Officers & Members**

**Board Officers/Main Share Holders:**

Name & Title	Complete Address	DOB
Steven L. Abrams, Mayor	301 North Olive Ave., 12th FL, WPB, FL 33401	12/05/58
Priscilla A. Taylor, Vice Mayor	301 North Olive Ave., 12th FL, WPB, FL 33401	12/31/49

**Members:**

Name	Complete Address	DOB
Hal R. Valeche	301 North Olive Ave., 12th FL, WPB, FL 33401	11/15/48
Paulette Burdick	301 North Olive Ave., 12th FL, WPB, FL 33401	7/16/
Shelley Vana	301 North Olive Ave., 12th FL, WPB, FL 33401	12/30/51
Mary Lou Berger	301 North Olive Ave., 12th FL, WPB, FL 33401	3/13/98
Jess R. Santamaria	301 North Olive Ave., 12th FL, WPB, FL 33401	9/11/37

\_\_\_\_\_  
 Signature of the Chairman of the Board, President, Owner  
 or Delegated Authority

\_\_\_\_\_  
 Date

**ADULT CARE FOOD PROGRAM**

**CERTIFICATION STATEMENT REGARDING  
BUSINESS INTEGRITY AND PUBLICLY FUNDED PROGRAM COMPLIANCE**

Name of Institution: Palm Beach County Board of County Commissioners

Contract Number: 119

All Adult Care Food Program (ACFP) Institutions must provide a declaration of eligibility to participate in the ACFP, based on the criteria that the institution has not been disqualified, nor have any of the principals of the institution or sponsored facilities been disqualified, from any publicly funded program because of a violation of that program's requirements. "Publicly funded program" means any program or grant funded by federal, state, or local government.

The ACFP Institutions are required to report the name of all publicly funded program(s) that the institution and the principals of the ACFP Institution and each sponsored facility have participated in within the past seven years. "Principal" means any individual who holds a management position within, or is an officer of, an ACFP Institution or sponsored facility. Principals include all members of the ACFP Institutions and/or the sponsored facility's board of directors.

**List the publicly funded programs** participated in within the past 7 years by: 1) the ACFP institution and 2) the principals of the ACFP institution and sponsored facilities:

**PRINCIPALS**

<b>1.</b> Steven L. Abrams, Mayor	<b>5.</b> Shelley Vana
<b>2.</b> Priscilla A. Taylor, Vice Mayor	<b>6.</b> Mary Lou Berger
<b>3.</b> Hal R. Valeche	<b>7.</b> Jess R. Santamaria
<b>4.</b> Paulette Burdick	<b>8.</b>

To add more publicly funded programs, list on a separate page.

I certify that the ACFP Institutions and principals of the ACFP Institutions and sponsored facilities have not been disqualified from any publicly funded program because of a violation of that program's requirements within the past seven years. In addition, I certify that neither the ACFP Institution nor the principals of the ACFP Institution or sponsored facility have been convicted within the past seven years of any activity that indicated a lack of business integrity. A business-related offense includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity.

\_\_\_\_\_  
Signature of the Chairman of the Board, President, Owner  
or Delegated Authority

\_\_\_\_\_  
Date

*Note: Any organization or individual that provides false information on this form will be subject to applicable civil or criminal penalties and will be placed on the National Disqualified List.*

**ADULT CARE FOOD PROGRAM**  
**CERTIFICATION STATEMENT REGARDING**  
**BUSINESS INTEGRITY AND PUBLICLY FUNDED PROGRAM COMPLIANCE**

Name of Institution: Palm Beach County Board of County Commissioners

Contract Number: 119

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List the publicly funded programs participated in within the past 7 years by: 1) the ACFP institution and 2) the principals of the ACFP institution and sponsored facilities:

**PRINCIPALS**

1. Faith Manfra	5. Vianey Yurkovich
2. Tony Moore	6.
3. Tammy Lampi	7.
4. Sharon Rodgers	8.

To add more publicly funded programs, list on a separate page.

I certify that the ACFP Institutions and principals of the ACFP Institutions and sponsored facilities have not been disqualified from any publicly funded program because of a violation of that program's requirements within the past seven years. In addition, I certify that neither the ACFP Institution nor the principals of the ACFP Institution or sponsored facility have been convicted within the past seven years of any activity that indicated a lack of business integrity. A business-related offense includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity.

\_\_\_\_\_  
 Signature of the Chairman of the Board, President, Owner  
 or Delegated Authority

\_\_\_\_\_  
 Date

*Note: Any organization or individual that provides false information on this form will be subject to applicable civil or criminal penalties and will be placed on the National Disqualified List.*

**ADULT CARE FOOD PROGRAM**

**CERTIFICATION STATEMENT REGARDING  
BUSINESS INTEGRITY AND PUBLICLY FUNDED PROGRAM COMPLIANCE**

Name of Institution: Palm Beach County Board of County Commissioners

Contract Number: 119

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**List the publicly funded programs** participated in within the past 7 years by: 1) the ACFP institution and 2) the principals of the ACFP institution and sponsored facilities:

**INSTITUTIONS**

<b>1.</b> Older American's Act	<b>5.</b> Adult Care Food Program
<b>2.</b> Community Care for the Elderly	<b>6.</b> RELIEF Program
<b>3.</b> Homecare for the Elderly	<b>7.</b> Senior Companion
<b>4.</b> Alzheimer's Disease Initiative	<b>8.</b>

To add more publicly funded programs, list on a separate page.

I certify that the ACFP Institutions and principals of the ACFP Institutions and sponsored facilities have not been disqualified from any publicly funded program because of a violation of that program's requirements within the past seven years. In addition, I certify that neither the ACFP Institution nor the principals of the ACFP Institution or sponsored facility have been convicted within the past seven years of any activity that indicated a lack of business integrity. A business-related offense includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity.

\_\_\_\_\_  
Signature of the Chairman of the Board, President, Owner  
or Delegated Authority

\_\_\_\_\_  
Date

*Note: Any organization or individual that provides false information on this form will be subject to applicable civil or criminal penalties and will be placed on the National Disqualified List.*

**ADULT CARE FOOD PROGRAM**

**OUTSIDE EMPLOYMENT POLICY STATEMENT**

Name of Institution: Palm Beach County Board of County Commissioners

Contract Number: 119

All Adult Care Food Program (ACFP) Institutions of multiple facilities must provide a policy on outside employment. The policy must restrict other employment by employees that interferes with an employee's ACFP responsibilities/duties, including outside employment that constitutes a real or apparent conflict of interest. Other ethical and conflict of interest issues may also be addressed. (A sample of a possible outside employment policy is provided for your reference. The sample may be used in part or in its entirety to assist in development of the institution's policy)

Each institution of multiple centers is required to annually submit a blank copy of their policy statement with this certification. The statement will be kept on file with the Adult Care Food Program.

I certify that a policy is in effect as of \_\_\_\_\_ (date of implementation) and that the institution's employees have been made aware of it.

\_\_\_\_\_  
Signature of the Chairman of the Board, President, Owner  
Or Delegated Authority

\_\_\_\_\_  
Date

*ATTACH A COPY OF THE INSTITUTION'S OUTSIDE EMPLOYMENT POLICY*



RULE 10

OUTSIDE OR NON-COUNTY EMPLOYMENT

10.01 GENERAL PROVISIONS

- A. Outside or non-County employment, including self-employment, will not be permitted if there is a conflict of interest with County employment. Employees shall comply with the relevant provisions of Chapter 112, Florida Statutes.
- B. Employees who intend to undertake such employment must submit written notification to their Department Head of their intent to accept outside work. This notification must contain 1) Name and Address of Outside Employer, 2) When outside work is to begin, 3) Type of Work, 4) Number of days (or nights) per week, 5) Number of hours per day (or night), 6) Specific hours of work. The Department Head shall review the notification to ensure that no conflict exists.

10.02 RESTRICTIONS

- A. Employees permitted to work in secondary employment outside the County cannot conduct such employment on County time, on standby, or in any manner that interferes with performance of their County job. They cannot use County facilities, equipment or supplies, or wear a County uniform while employed outside the County.
- B. No employee is permitted to work in two(2) different County positions which are funded by the Board of County Commissioners and paid for by the Payroll Section of the Finance Department.

# OUTSIDE EMPLOYMENT

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

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

POSITION: \_\_\_\_\_

I declare that:

1.  My only paid employment is with Palm Beach County Division of Senior Services.
2.  I am employed by the Palm Beach County Division of Senior Services, but am also an employee of the following:

a. \_\_\_\_\_

1) Approximate hours/week \_\_\_\_\_

2) Benefits \_\_\_\_\_

b. \_\_\_\_\_

1) Approximate hours/week \_\_\_\_\_

2) Benefits \_\_\_\_\_

c. Driving to or from work for a. or b. (or more) required?

Yes

No

I understand that as an employee of the Palm Beach County Division of Senior Services, it is my obligation to disclose other (outside) employment. I will be available to disclose other details of this employment upon request.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Division Head Signature

\_\_\_\_\_  
Department Head Signature

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

BGRV - 144- 100813\*10  
BGEX - 144- 100813\*72

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/17/13	REMAINING BALANCE
<b>REVENUES</b>								
<b>DOSS-Adult Care Food Program</b>								
144-1479-3168	Fed Grant Indirect - Human Services	37,000	37,000		18,256	18,744		
	<b>Total Receipts and Balances</b>	<b>8,291,364</b>	<b>8,291,364</b>	<b>0</b>	<b>18,256</b>	<b>8,273,108</b>		
<b>EXPENDITURES</b>								
<b>DOSS-Adult Care Food Program</b>								
144-1479-3419	Contracted Food	49,631	49,631		18,256	31,375	567	30,808
	<b>Total Appropriations &amp; Expenditures</b>	<b>8,291,364</b>	<b>8,291,364</b>	<b>0</b>	<b>18,256</b>	<b>8,273,108</b>		

**OFMB**

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

**Signatures**

**Date**

*[Handwritten Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By Board of County Commissioners  
At Meeting of November 5, 2013**

\_\_\_\_\_  
**Deputy Clerk to the  
Board of County Commissioners**