

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2019 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Palm Tran

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:


- A) Approve** Standard Agreement Act No. IA019-9635 with the Area Agency on Aging of Palm Beach/Treasure Coast (CFDA 93.044), in the amount of \$300,000, to fund transportation services for the Division of Senior Services. This is a unit cost grant agreement, with a start date of January 1, 2019 and an end date of December 31, 2019; and
- B) Approve** an upward budget transfer of \$210,000 in Palm Tran's Operating Fund (1340) to recognize the award and reconcile the budget.
- C) Approve** an upward budget transfer of \$210,000 in the General Fund (0001) to recognize the award and reconcile the budget.

**Summary:** Since June 1999, the Area Agency on Aging (AAA) has contracted with the County to provide transportation services through Palm Tran Connection, to senior citizens who are clients of the Division of Senior Service (DOSS) - Senior Citizens Wellness Programs and who reside north of Hypoluxo Road. DOSS clients residing south of Hypoluxo Road receive transportation from Mae Volen. The previous contract with AAA (R2018-1661\_No. IA016-9635) expired December 31, 2018. Under the terms of the new one (1) year contract, for the period of January 1, 2019 through December 31, 2019, AAA will provide \$300,000 to Palm Beach County for services provided in calendar year 2019. The required local match for Palm Beach County is \$30,000 (10%) which has already been met with services provided in FY2019. Countywide (DR)

**Background and Justification:** The DOSS Program is sponsored by the AAA and is supported with Federal (Older Americans Act) and County funds. Transportation by Palm Tran Connection is provided for Nutrition Meal Site trips, for the designated service area south of the Martin County line to Hypoluxo Road, from the coastline west to Lake Okeechobee and the Hendry County line. DOSS clients residing south of Hypoluxo Road receive transportation from Mae Volen. To be eligible for services under the guidelines established by the Older Americans Act, an individual must be 60 years old.

**Attachments:** 1. Standard Contract Older Americans Act No. IA019-9635 (2 copies)  
2. Budget Transfers

Recommended By:  12/5/19  
Executive Director Date

Approved By:  12/9/19  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$1,457,168				
External Revenues	(\$300,000)				
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	\$1,157,168				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget?	<u>Yes</u>	No
Does this item include the use of federal funds?	<u>Yes</u>	No

**Budget Account No:**

Fund	Agency	Organization	Object	RSRC
1340	542	5027	3423	

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

Costs to provide the service are included in the approved Palm Tran Operating Budget.

C. Departmental Fiscal Review: Carol Richmond 11/08/19  
Carol Richmond, Interim Director Administrative Services


### III. REVIEW COMMENTS:

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

11/20 OFMB 4B 11/21

Contract Dev. & Control

### B. Legal Sufficiency

  
Assistant County Attorney

### C. Other Department Review

Department Director

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)**

STANDARD CONTRACT  
OLDER AMERICANS ACT

**THIS CONTRACT** is entered into between Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (Provider), collectively referred to as the “Parties.” The term Provider for this purpose may designate a Vendor, Subgrantee or Subrecipient.

**WITNESSETH THAT:**

**WHEREAS**, the Agency has determined that it is in need of certain services as described herein; and

**WHEREAS**, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Agency.

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

**1. Purpose of Agreement:**

The purpose of this Contract (referred to herein as “Agreement”) is to provide services in accordance with the terms and conditions specified in this contract Agreement including all attachments, forms and exhibits, which constitute the Agreement document.

**2. Incorporation of Documents within the Agreement:**

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

**3. Term of Agreement:**

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2019** and it shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2019**.

**4 Agreement Amount:**

The Agency agrees to pay for contracted transportation services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount per funding year outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any source are not eligible for payment under this Agreement.

These funds are allocated for the period January 1, 2019 – December 31, 2019

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Older Americans Act Title IIIB Transportation	2019	U.S. Dept. of Health and Human Services	93.044	\$300,000.00
TOTAL AGREEMENT AMOUNT:				\$300,000.00

**5. Renewals:**

By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), the Agency may renew the Agreement for a period not to exceed three years, or the term of the original Agreement, whichever is longer. The renewal price shall be subject to the agreement of the parties if no renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Agreement and contingent upon satisfactory performance evaluations by the Agency and

conditions as the original Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to January start date, the Agency may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Service provided under this extension will be paid for out of the succeeding agreement amount.

## **6. Compliance with Federal Law:**

**6.1** If this Agreement contains federal funds this section shall apply.

**6.1.1** The Provider shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

**6.1.2** If this Agreement contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42

United States Code (U.S.C.) 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations, 2 CFR Part 1500. The Provider shall report any violations of the above to the Agency.

**6.1.3** The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment III, which must be completed and returned to the Director of Organizational Integrity with the Agreement.

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

**6.1.5** A contract or Agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or Agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this Agreement.

**6.2** The Provider shall not employ an unauthorized alien. The Agency will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Agreement by the Agency.

**6.3** Reserved.

**6.4** The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

**6.5** Unless exempt under 2 CFR § 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

**6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services



pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

## **7. Compliance with State Law:**

- 7.1 This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.
- 7.2 If this Agreement contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
- 7.3 The Provider shall comply with the requirements of Section 287.058, F.S. as amended.
  - 7.3.1 The Provider shall perform all tasks contained in Attachment I.
  - 7.3.2 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in Attachment I, which the Grant Manager must receive and accept, in writing, prior to payment.
  - 7.3.3 The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in Attachment I, Section III. Method of Payment.
  - 7.3.4 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
  - 7.3.5 If itemized payment for travel expenses is permitted in this Agreement, the Provider shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Agreement.
  - 7.3.6 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this Agreement except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of Agreement for which the Agency may unilaterally terminate this Agreement.
- 7.4 If clients are to be transported under this Agreement, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6 The Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 In accordance with Section 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew an agreement with the Agency for goods or services of \$1,000,000 or more. Pursuant to Section 287.135 F.S., the Agency may terminate this Agreement if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Provider shall complete and sign the Certifications and Assurances Attachment, and return it with the Agreement to the Director of Organizational Integrity.

## **8. Background Screening:**

The Provider shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department of Elder Affairs level 2 background screening pursuant to Section 430.0402(2)-(3),

F.S. The Provider must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this Agreement. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

## **9. Grievance and Complaint Procedures:**

### **9.1 Grievance Procedures:**

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures as listed in Appendix D of the Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

### **9.2 Complaint Procedures**

The Provider shall develop and implement complaint procedures and ensure that Subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provide and direct service worker complaints, or any other advice related to complaints other than termination suspension or reduction in services that require the grievance process as listed in Appendix D of the Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

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

## **10. Public Records and Retention:**

10.1 By execution of this Agreement, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by the Agency to perform the agreed services.

10.1.2 Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the Agency.

10.1.4 Upon completion of the Agreement, the Provider will either transfer, at no cost to the Agency, all public records in possession of the Provider, or will keep and maintain public records required by the Provider or Agency. If the Provider transfers all public records to the Agency upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

10.2 The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Section 10 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Agreement, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Records Coordinator  
Florida Department of Elder Affairs  
4040 Esplanade Way  
Tallahassee, Florida 32309  
850-414-2342  
doeapublicrecords@elderaffairs.org

**11. Audits, Inspections, Investigations:**

- 11.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this Agreement. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2 The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. Copies of records may be provided to Agency upon its request and at its cost. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Agency.
- 11.3 Upon demand, at no additional cost to the Agency, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4 The Provider shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.
- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the Department of Elder Affairs and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Provider's Contracts, Agreements and/or Amendments related records and documents pertinent to this specific Agreement, regardless of the form in which kept.
- 11.6 The Provider shall provide a Financial and Compliance Audit Attachment (Attachment II) to the Agency as specified in this Agreement and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts executed after the effective date of this Agreement a requirement that subcontractors performing work or providing services pursuant to this Agreement agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this Agreement the Provider understands and will comply with this subsection. Agency shall similarly cooperate with Provider's Inspector General. The authority of Provider's Inspector General is set forth in Section 2-421 through 2-440 of the Palm Beach County Code, as it may be amended from time to time.

**12. Nondiscrimination-Civil Rights Compliance:**

- 12.1** The Provider shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities, when such arrangements are entered into after the effective date of this Agreement, will be prohibited from discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Assurances – Non-Construction Programs Attachment must be included in all Subcontractor Agreements executed by Provider after the effective date of this Agreement.
- 12.2** During the term of this Agreement, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this Agreement. (Attachment V)
- 12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities, when such arrangements are entered into after the effective date of this Agreement, will be prohibited from discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**13. Monitoring by the Agency:**

The Provider shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Consumer Services Consultant. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency taking any of the actions identified in this Agreement. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action may also result in the Agency taking any of the actions identified in Section 52.

**14. Provision of Services:**

The Provider shall provide transportation services in the manner described in Attachment I.

**15. Coordinated Monitoring with Other Agencies:**

If the Provider receives funding from one or more State of Florida human service agencies, in addition to the Agency, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this Agreement, and pursuant to Section 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans' Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

**16. Insurance and Bonding:**

- 16.1** The Provider shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) of it, except that the Provider, a subdivision of the State, may self-insure. By execution of this Agreement, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Agreement. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Agreement. The Provider shall ensure that the Agency has the most current written verification of insurance coverage throughout the term of this Agreement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Agreement.
- 16.2** Throughout the term of this Agreement, the Provider shall, unless it is a subdivision of the State, maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this Agreement by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
- 16.3** Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

**17. Confidentiality of Information:**

The Provider shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**18. Health Insurance Portability and Accountability Act:**

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

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

**19. Incident Reporting:**

- 19.1** The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's or Subcontractors ability to perform the services required to be performed under this Agreement. Such notice shall be made orally to the Consumer Services Consultant (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
- 1) Proposed client terminations;
  - 2) Service quality or service delivery problems;
  - 3) Contract non-compliance;
  - 4) Provider or subcontractor financial concerns and/or difficulties.
- 19.2** The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider,

**20. New Contract(s) Reporting:**

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information.

**21. Bankruptcy Notification:**

During the term of this Agreement, the Provider shall immediately notify the Agency if the Provider, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within eight (8) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

**22. Sponsorship and Publicity:**

22.1 As required by Section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used.

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

22.3 The Provider's website must include an active link to the Agency's website.

**23. Assignments:**

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

23.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the Agency approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement; provided that the assignee or transferee is liable for all payments due Provider for its performance of this Agreement prior to and after the effective date of the assignment or transfer.

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

**24. Subcontracts:**

24.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this Agreement, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any reasonable conditions of approval the Agency deems necessary. The Provider further agrees that the Agency will not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Agency against any such claims arising out

of the negligent acts of the Provider. Nothing contained herein shall constitute a waiver of Provider's sovereign immunity nor acceptance of liability or responsibility for the actions or negligent, willful, or intentional acts or omissions of another.

- 24.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the Agreement between the Provider and subcontractor, will result in a penalty as provided by statute.

The Provider will pay the vendor/subcontractor within seven (7) working days upon receipt of payment from the Agency provided the vendor/subcontractor submits a correct invoice.

- 24.3 The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

## **25. Funding Obligations**

- 25.1 The Agency acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in this Agreement.

- 25.2 The Agency shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of this Agreement, including but not limited to terms, governing the Provider's promised performance and unit rates and/or reimbursement capitations specified. Agency shall compensate Provider for Provider's substantial performance of the provisions of this Agreement.

- 25.3 The Agency shall not be liable to the Provider for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

- 25.4 The Agency shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of this Agreement.

## **26 Independent Capacity of Provider:**

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

## **27. Payment:**

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

27.2 The Provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with the particular requirements under the following laws and guidelines that are applicable to this Agreement incorporating by reference: (a) paragraph (16)(b) of section 216.181, F.S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at: ([http://www.myfloridacfo.com/aadir/reference\\_guide/Reference\\_Guide\\_For\\_State\\_Expenditures.pdf](http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf)). The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts, including paid subcontractor invoices, and will be produced upon request by the Agency. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 6 and 7 of this Agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

27.3 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in the Agreement and attachments and the service provider applications developed by the Provider which the Grant Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

## **28. Return of Funds:**

The Provider shall return to the Agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this Agreement that were disbursed to the Provider by the Agency. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately to the Agency, if the overpayment is not disputed. In the event that the Agency first discovers an overpayment has been made, the Grant Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Agency notification or Provider discovery.

## **29. Data Integrity and Safeguarding Information:**

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. For subcontracts entered into after the effective date of this Agreement, the Provider shall require all Subcontractors to maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements and return it with the Agreement to the Director of Organizational Integrity.

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

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

When faxing client information the Provider shall:

1. Limit the client information to the minimum necessary to accomplish the purpose of the communication;
2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy;



3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine;
4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months;
5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI;
6. When faxing PHI, use fax cover sheets that include the following information:
  - a. Sender's name, facility, telephone and fax number,
  - b. Date and time of transmission,
  - c. Number of pages being faxed including cover sheet,
  - d. Intended recipient's name, facility, telephone and fax number,
  - e. Name and number to call to report a transmittal problem or to inform of a misdirected fax,
  - f. If notified of a misdirected fax, instruct the unintended recipient to mail back the information or destroy information by shredding
  - g. Confidentiality notice such as the following:

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

### **30. Conflict of Interest:**

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

### **31. Public Entity Crime:**

Pursuant to Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

### **32. Purchasing:**

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

- 32.2 The Provider may purchase articles that are the subject of, or required to carry out, this Agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this Agreement, the Provider shall be deemed to be substituted for the Agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.
- 32.3 The Provider shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must accompany each invoice submitted to the Agency. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2134) will assist with questions and answers. The CMBE Report is attached to this Agreement.

### 33. Reserved.

### 34. Patents, Copyrights, Royalties:

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

- 34.1 If the primary purpose of this Agreement is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 34.
- 34.2 If this Agreement is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable
- 34.3 Notwithstanding the foregoing provisions, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

### 35. Emergency Preparedness and Continuity of Operations:

- 35.1 In the event a situation results in a cessation of services by a subcontractor, the Provider shall retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made by and between the Provider and the Agency.
- 35.2 The Provider shall within thirty (30) calendar days of the execution of this Agreement submit to the Consumer Services Consultant verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.
- 35.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area

and to secure the Agency and Provider facilities to minimize the potential impact of the event, if agreed to by the Provider. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and or the Provider to implement emergency relief measures and/or activities, if agreed to by the Provider. In either of these cases only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs, and the Provider shall have authority to agree to the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

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

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

- 35.4 In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs. Upon notification of availability of funds the Agency will forward permissible expenses incurred which are not or cannot be paid for through other funding or disaster funding resources to DOEA for consideration.

**36. Equipment:**

Purchasing of equipment using funds provided by Agency is prohibited under this Agreement.

**37. Dispute Resolution:**

Any dispute concerning performance of the Agreement shall be decided by the Agency's President/CEO, who shall reduce the decision to writing and serve a copy to the Provider. This provision shall not waive or extinguish any claim(s) or right(s) the Provider has or may have to sue or cause to be filed a complaint, charge, or any action at law or in equity regarding any matter related to or arising out of or under this Agreement.

**38. Financial Consequences of Non-Performance:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement or that is customary for the industry, then the Agency may apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract or agreement suspension, refusing payment for non-provided or received services, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source. Provider shall, however, be compensated for its substantial performance of this Agreement, including any unit deliverable received by Agency.

**39. No Waiver of Sovereign Immunity:**

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

**40. Venue:**

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

**41. Entire Agreement:**

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

**42. Force Majeure:**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

**43. Severability Clause:**

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

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

The Parties agree that the Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and that Provider's performance and obligations under this Agreement are contingent upon an annual appropriation by its Board of County Commissioners for the purposes of this Agreement.

**45. Addition/Deletion:**

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

**46. Waiver:**

The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**47. Compliance:**

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

**48. Final Invoice:**

The Provider shall submit the final invoice for payment to the Agency as specified in Attachment IX, Invoice Report Schedule. If the Provider fails to submit final request for payment as specified, then all rights to payment may be forfeited and the Agency may not honor any requests submitted. Any payment due under the terms of this Agreement may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**49. Renegotiations of Modifications:**

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and agreed to and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to January 1, 2019 and to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department of Elder Affairs' budget.

**50. Suspension of Work:**

The Agency may in its sole discretion suspend any or all activities under the Agreement, at any time, when in the best interests of the State to do so but shall be responsible for all costs incurred by Provider related to its performance, including costs or expenses associated with or arising out of its subcontracts for the performance of this Agreement. The Agency shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work may not entitle the Provider to any additional compensation.

**51. Termination:**

**51.1 Termination for Convenience.** The Agency, by written notice to the Provider, may terminate the Agreement in whole or in part when the Agency determines in its sole discretion that it is in the State's interest to do so. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Provider shall not be entitled to recover lost profits but shall be made whole for any costs it has incurred or will be responsible for relating to the performance of this Agreement, including costs arising out of or under its subcontracts relating to the performance of this Agreement.

**51.2 Termination for Cause.** The Agency may terminate the Agreement if the Provider fails to (1) deliver the product within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement; provided that Agency has not benefited from Provider's performance. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. The Provider shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Provider and without its fault or negligence, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were reasonably obtainable from other sources in accordance with Provider's procurement code, rules and policies at a cost less than or equal to the costs that would have been incurred by any subcontractor(s) under their contract(s) with the Provider in existence at the time of the failure to perform and in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

**51.3** Upon termination of the Agreement, if requested by Agency and at its cost, the Provider and subcontractors shall, duplicate and transfer all duplicate public records in their possession to the Agency. Upon request, all records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency and it shall be responsible for the costs of duplication.

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

**51.5** In the event funds for payment pursuant to this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the other. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the representative of the other party responsible for administration of the Agreement. Each party shall be the final authority as to the availability and adequacy of its funds. In the event of termination of this Agreement, the Provider will be compensated for any work substantially completed prior to the date of

- 51.6** This Agreement may be terminated by either party for cause upon no less than twenty-four (24) hours notice in writing to the other. If applicable, the Agency may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this Agreement by reference shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Agency's or the Provider's rights to remedies at law or in equity.
- 51.7** Failure of either party to have substantially performed its contractual obligations will be sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to substantially perform in a contract or agreement incorporating this Agreement by reference with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (2) had an Agreement terminated by the Agency for cause. Agency's failure to timely pay Provider for services shall be sufficient cause for termination.

**52. Electronic Records and Signature:**

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with Section 30, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

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

***REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK***

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

a.	The Provider name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:	Palm Tran 3201 Electronics Way West Palm Bach, FL 33407
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Chad Hockman 50 South Military Trail West Palm Beach FL 33415
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is:	Chad Hockman 50 South Military Trail West Palm Beach FL 33415 561-812-5354
d.	The names, address, telephone numbers and email addresses of the Provider’s designated in-house consultants on DOEA’s Programs and Services Handbook, notices of instructions, and requirements of this Agreement.	
e.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Center of Excellence 4400 North Congress Avenue West Palm Beach, FL 33407
f.	The name, address, and telephone number of the Agency’s Program Manager for this contract is:	Dennis Martin, Consumer Services Consultant Area Agency on Aging PB/TC 400 N. Congress Avenue West Palm Beach, FL 33407 (561) 684-5885
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

54. **All Terms and Conditions Included:**

This Agreement and its Attachments, I – XII including any exhibits referenced in said attachments together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

**IN WITNESS, THEREOF**, the Parties hereto have caused this fifty-seven (57) page Agreement to be executed by their undersigned officials as duly authorized.

**Provider:**

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

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

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

Dave Kerner, Mayor

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

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

ATTEST: SHARON R. BOCK, Clerk and Comptroller

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

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

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

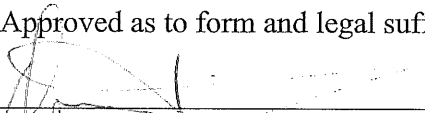
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Federal Tax ID: 59-6000785

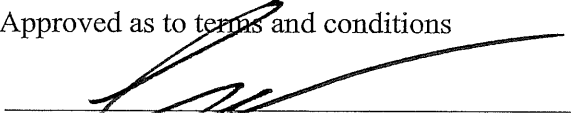
Fiscal Year Ending Date: \_\_\_\_\_

Approved as to form and legal sufficiency



Chief Assistant County Attorney

Approved as to terms and conditions



Executive Director  
Clinton Fubis



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ATTACHMENT I

STATEMENT OF WORK

*I. SERVICES TO BE PROVIDED*

**A. Definitions of Terms**

**1. Agreement Acronyms**

Area Agency on Aging (AAA)  
Activities of Daily Living (ADL)  
Administration on Aging (AoA)  
Administration on Community Living (ACL)  
Alliance of Information & Referral Systems (AIRS)  
Assessed Priority Consumer List (APCL)  
Adult Protective Services (APS)  
Client Information and Registration Tracking System (CIRTS)  
Chronic Disease Self-Management Education (CDSME)  
Chronic Disease Self-Management Program (CDSMP)  
Community Care Service Area (CCSA)  
Dietary Reference Intake (DRI)  
Evidence-Based Disease Prevention and Health Promotion (EBDPHP)  
Florida Department of Business and Professional Regulations (DBPR)  
Florida Department of Elder Affairs (DOEA or Department)  
Florida Department of Health (DOH)  
Information and Referral (I & R)  
Instrumental Activities of Daily Living (IADL)  
National Council on Aging (NCOA)  
Nutrition Services Incentive Program (NSIP)  
Older Americans Act (OAA)  
Planning and Service Area (PSA)  
State of Florida (State)  
Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)  
United States Department of Agriculture (USDA)  
United States Department of Health and Human Services (USDHHS)

**2. Program Specific Terms**

**Area Plan:** A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 (42 U.S.C. §3026) of the OAA and Department instructions.

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

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

**Criteria:** A standard which the Administration on Aging/Administration for Community Living set for the Title III D Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest- Level Criteria.

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

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

**Grandparent:** A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

**Living Healthy:** Also known as CDSMP for the State of Florida.

## B. General Description

### 1. General Statement

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

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

### 2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2016;
- c. Older Americans Act of 1965, as amended 2016, Section 311 (42 U.S.C. §3030a);
- d. 42 U.S.C. §303, 42 U.S.C. §604;
- e. Rule 58A-1, Florida Administrative Code (FAC);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions, thereof.

### 3. Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB Transportation, within its designated Community Care Service Area – Palm Beach A. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current DOEA Programs and Services Handbook, which are incorporated by reference.

#### **4. Major Program Goals**

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

#### **5. Key Principles for Contract Administration**

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

##### **General**

- i. Contract Administration is consumer centered.
- ii. The Area Agency on Aging and its partners faithfully carry out their obligation as contained in executed contract agreements.
- iii. The Area Agency on Aging and its partner seek opportunities to remedy administrative shortcomings and improve procedures.

##### **Service Delivery**

- i. Consumers are offered choice of providers to the greatest degree possible. Choice of providers will be available only to the extent permitted under Provider's Paratransit Program.
- ii. The Area Agency on Aging manages and maintains the Assessed Priority Consumer list.
- iii. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and the DoEA Programs and Services Handbook.
- iv. Consumers are served in order of their priority scores determined by DoEA's 701S and 701B assessments.
- v. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.

##### **Fiscal**

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

#### **C. Clients to be Served**

##### **1. General Description**

The OAA Program gives preference to individuals with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

**2. Client Eligibility****a. OAA Title III**

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

**b. OAA Title IIIB, Supportive Services**

- i. Individuals must be age sixty (60) or older; and
- ii. Information and Referral/Assistance services are provided to individuals regardless of age.

**II. MANNER OF SERVICE PROVISION****A. Service Tasks**

To achieve the goals of the OAA Program, the Provider shall ensure performance of the following task, Transportation (One-Way Trip):

**1. Client Eligibility Determination**

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

**2. Targeting and Screening New Clients for Service Delivery**

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

**3. Program Services**

The Provider shall ensure the provision of program services is consistent with the Provider's current Service Provider Application, as updated and approved by the Agency, and the current DOEA Programs and Services Handbook.

**4. Program Eligibility Requirements****a. Eligibility Criteria**

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

- i. A Provider that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
- ii. A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Florida Department of Elder Affairs.

**B. Use of Subcontractors**

If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the Subcontractor, the Provider shall notify the Agency Consumers Services Consultant in writing of such delay. The Provider shall not permit a Subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed. The Agency will not be responsible or liable for any obligations or claims resulting from such action but shall compensate Provider for all services for which it has substantially benefited.

**1. Copies of Subcontracts**

The Provider shall submit a copy of all subcontracts to the Agency Consumer Services Consultant within thirty (30) days of execution of each subcontract agreement.

## **2. Monitoring the Performance of Subcontractors**

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

- a. Provider shall report on outreach activities at least semi-annually using a uniform reporting format established by the Agency. The format must include the following information: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. Information shall be reported on Attachment XII semi-annually.

## **C. Staffing Requirements**

### **1. Staffing Levels**

The Provider shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this Agreement and ensure that subcontractors dedicate adequate staff accordingly.

### **2. Professional Qualifications**

The Provider shall ensure that the staff responsible for performing any duties or functions within this Agreement have the qualifications as specified in the DOEA Programs and Services Handbook.

### **3. Service Times**

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

### **4. Client Determination**

The Department shall have final authority for the determination of client eligibility.

### **5. Contract Limits**

In no case shall the Provider be required to incur costs in excess of the contract amount in providing services to the clients.

## **D. Deliverables**

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks (Transportation – One Way Trip) specified in this Agreement. The Provider must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Agency Fiscal Director based on the requirements for each deliverable before the Provider submits an invoice requesting payment.

### **1. Delivery of Services to Eligible Clients**

The Provider shall ensure the provision of the transportations services (one-way trip) described in the Agreement in accordance with the current Department of Elder Affairs Programs and Services Handbook and the applicable services described in Section II A. and Provider's Paratransit Program. Provider will only provide services to clients who have been screened/assessed by Palm Beach County Division of Senior Services for eligibility prior to receiving services.

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

- i. Transportation

## 2. Provision of Services

The Provider shall ensure the provision of Transportation Services only described in this Agreement are in accordance with the current DOEA Programs and Services Handbook and the tasks described in Section II.A.

## E. Reports

The Provider shall respond to reasonable additional, routine, or special requests for information and reports required by the Agency in a timely manner as determined by the Agency Consumer Services Consultant. The Provider shall establish reporting deadlines and due dates for subcontractors that permit the Provider to review and validate the data, and meet the Agency's reporting requirements.

### 1. CIRT Reports

- a. Provider shall ensure timely input of program specific data into CIRT. To ensure CIRT data accuracy, the Provider shall use CIRT-generated reports which include the following:
  - i. Client Reports;
  - ii. Services Reports; and
  - iii. Fiscal Reports.

To ensure CIRT data integrity, the following timeframes are required for entering data into CIRT:

- CIRT Enrollment Screen reflects ACTV – Within 10 working days
- CIRT Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased.
- Received Services – For those services allowing monthly aggregate reporting with zero unit entry required annually, the Provider must upon enrollment or first actual date of services, but no later than 30 days after ACTV enrollment date, complete the zero unit entry.

Failure to ensure the collection and maintenance of the CIRT data may result in the Agency enacting the Financial Consequences of Non-Performance, clause in Section 39 of this Agreement or the Termination clause in Section 52 of this Agreement, including delaying or withholding payment until the problem is corrected.

### b. CIRT Data Entries for Providers

The Provider will enter all required data for clients and services in the CIRT database per the DOEA Programs and Services Handbook and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Data will be entered into CIRT before the Provider submits their request for invoice to the Agency. The Provider must run monthly and year-to-date CIRT reports and verify client and service data in CIRT is

accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report. CIRTTS data for services received must be entered into CIRTTS by the 15<sup>th</sup> day of the month subsequent to the month in which services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into CIRTTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**c. Provider Monthly CIRTTS Reports**

Providers must run monthly CIRTTS reports and verify client and service data in the CIRTTS is accurate. This report must be submitted to the Agency with the monthly request for payment and expenditure report and must be reviewed by the Agency before the Provider's request for payment and expenditure reports can be approved by the Agency.

The CIRTTS report to be submitted is "Services Reported by Program and Service Report". This report is to be run MTD which will reflect the service period and YTD run from the beginning of the Agreement period through the last day of the service period.

**2. Provider Service Application Update and All Revisions Thereto**

The Provider is required to submit an annual Service Provider Application based on Agency

instructions for updating programs and unit costs. The Provider may also be required to submit revisions to the Service Provider Application as instructed by the Agency.

**3. Annual Service Cost Reports**

The Provider shall annually submit to the Agency, Service Cost Reports which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

**4. Surplus/Deficit Report**

The Provider shall submit a consolidated surplus/deficit report, in a format provided by the Agency, to the Agency Consumer Services Consultant by the end of the calendar year. This report is for all agreements between the Provider and the Agency and must include the following:

- a. The Provider's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Department will be resolved;
- b. Recommendations to transfer funds to resolve surplus/deficit spending;
- c. Input from the Provider's Board of County Commissioners on resolution of spending issues, if applicable;
- d. At a minimum the detailed plan regarding a surplus must explain the number of clients the provider intends to add to the OAA program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client and the timeframe for adding the clients. The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly costs/client.
- e. The Provider shall respond to surplus/deficit inquiries and will provide ad-hoc reports as requested by the Agency.

**5. OAA National Aging Program Information System (NAPIS) Report**

Data required for the OAA NAPIS Report that is not recorded in CIRTTS will be provided to the Agency in the format and on the date established by the Department.

**6. Program Highlight Narratives**

The Provider shall submit by August 15<sup>th</sup> of each year brief written narratives for the program highlight sections of the Department's Summary of Programs and Services, to include any subsequent revisions thereof. The narratives shall reference specific events that occurred in FFY



2018, including new success stories, quotes, testimonials, or human-interest vignettes and shall be submitted to the Consumer Services Consultant. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives, to identify the specific individuals or entities that performed the activities described in the narratives. The Provider shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency.

## **F. Records and Documentation**

1. The Provider agrees to make available to Agency staff and/or any party designated by the Agency all Agreement related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards. Data must be usable and in a readable format by the Agency.

### **2. CIRT'S Data and Maintenance**

The Provider shall ensure monthly collection and maintenance of client and service information in CIRT'S or any such system designated by the Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Agency standards.

### **3. Policies and Procedures for Records and Documentation**

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Agency upon request.

## **G. Performance Specifications**

### **1. Outcomes and Outputs (Performance Measures)**

At a minimum, the Provider shall:

- a. Ensure the provision of the services described are in accordance with the DOEA Programs and Services Handbook and Section II.A. of this Agreement.
- b. Timely and accurately submit to the Agency all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately, per Attachment IX, submit to the Agency Attachments XI, and XII, Exhibits 1–2.

**2. Monitoring and Evaluation Methodology**

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

- d. Desk reviews and analytical reviews;
- e. Scheduled, unscheduled, and follow-up on-site visits;
- f. Client visits;
- g. Review of independent auditor's reports;
- h. Review of third-party documents and/or evaluation;
- i. Review of progress reports;
- j. Agreed-upon procedures review by an external auditor or consultant;
- k. Limited-scope reviews; and
- l. Other procedures as deemed necessary.

**H. Provider Responsibilities****1. Provider Accountability**

All tasks listed above in Section II are solely and exclusively the responsibility of the Provider and for which, by execution of this Agreement, the Provider agrees to be held accountable; and

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

**I. Agency Responsibilities****1. Agency Obligations**

The Agency may provide technical support and/or assistance to the Provider within the resources of the Agency to assist the Provider in meeting the requirements of this Agreement. The support, or lack thereof, shall not relieve the Provider from full performance of Agreement requirements. Agency shall pay Provider for the provision of transportation service.

**2. Agency Determinations**

The Agency reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the Agreement are subject to mutual agreement. Nothing contained herein shall however subject Provider to the control of Agency or empower it to exercise control over or to alter Provider's Paratransit Program.

### ***III. METHOD OF PAYMENT***

#### **A. Payment Method Used**

Method of Payment for this is a combination of Fixed-Fee/Unit Rate, subject to the availability of funds and Provider performance. The Agency will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this Agreement. Nothing contained in this Agreement shall relieve Agency of its obligation to pay Provider for services delivered.

#### **B. Unit of Service**

##### **1. Fixed Fee/Unit Rate**

Provider must meet the minimum level of performance stated in the in order to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XI. Provider shall be paid for services delivered and for which Agency has accepted the benefit thereof.

**C. Invoice Submittal and Requests for Payment**

1. All payment requests shall be based on the submission of invoices beginning with the first month of the Agreement. The schedule for submission of invoices is Attachment IX to this Agreement.
2. Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved.
3. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment VIII, OAA Program Budget Summary. Any changes in the amounts of federal funds identified on Attachment IX require an Agreement amendment.
4. The Certified Minority Business Subcontractor Expenditures Report is considered a deliverable and must be completed in its entirety and submitted with each invoice.
5. Final contract invoices must be submitted to the Agency no later than March 1, 2020.
6. Invoice Submittal and Requests for Payment

The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the request for reimbursement and report(s) shall be not later than the 15<sup>th</sup> day of the month subsequent to the month being reported.

**D. Payment Withholding**

Any payment due by the Agency under the terms of this Agreement may be temporarily withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved, however Agency shall not act unreasonably.

**E. Consequences for Non-Compliance**

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

The Agency, at its discretion, may impose sanctions on the Provider within the Agreement period, including withholding of Agreement payments, when repeated deficiencies in the same area go uncorrected as follows:

**First Sanction** – A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.

**Second Sanction** – If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network and the Agreement will be modified. Provider shall be paid for services provided through the date of termination.

Third Sanction – The Agreement is terminated for cause as described in Section 52. Provider shall be paid for services provided through the date of termination.

#### **G. Financial Consequences**

The Provider shall ensure the provisions of services in accordance with the Service Provider Applications as updated and within the Agreement amount. The Provider shall endeavor to ensure expenditure of 100% of the Agreement amount budgeted for services to clients at the unit rates established in the Service Provider Application. In the event the Provider has a surplus of 1% or more at the end of the Agreement term the Agency may reallocate 1% of the budget for the next year of the Agreement term to other providers found to be serving clients to the fullest extent of their allocation budgets. If, or to the extent, there is any conflict, between this paragraph and paragraph 38 of the Agreement, this paragraph shall have precedence.

### **IV. SPECIAL PROVISIONS**

#### **A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to Agreement funds based on expenditures for provided services must be submitted to the Agency's Fiscal Director in writing no later than December 31, 2019 or the last day of the calendar year of any annual renewal of the Agreement; email requests are considered acceptable.

#### **B. Provider's Financial Obligations**

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

The Provider shall match at least ten (10) percent of the federal administrative funds received. The Provider's match will be made in the form of cash and/or in-kind resources. The Provider shall report match by title each month. At the end of the Agreement period, the Provider must properly match OAA funds that require a match.

##### **2. Consumer/Client Contributions**

Consumer contributions are to be used under the following terms:

- a. The Provider assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- d. Voluntary contributions are to be used only to expand services.

##### **3. Use of Service Dollars and Management of the Assessed Priority Consumer List**

The Provider is expected to spend all federal, state, and other funds provided by the Agency for the purpose specified in this Agreement except that nothing contained herein shall supersede Provider's authority to establish its budget and allocate funds for the provision of transportation services. The Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the Agreement period, for the transportation program managed by the Provider. If the Agency determines that the Provider is not spending service funds accordingly, the Agency may transfer funds to other Providers during the Agreement period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law. The Agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of institutional placement irrespective of CCSA boundaries. The providers are therefore encouraged to outreach to consumers in greatest need in their CCSA.

The Provider agrees to distribute funds as detailed in the Budget Summary sections of Attachment VIII of this Agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an amendment to the Agreement. Any adjustment to the approved annual supporting budget schedule should be identified on the monthly invoice of the month the adjustment occurred. A revised

supporting budget schedule is not required unless the changes impact the Budget Summary.

#### **4. Title III Funds**

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

#### **C. Remedies for Nonconforming Services**

1. The Provider shall ensure that all goods and/or services provided under this Agreement are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement if Agency has not received a substantial benefit from the services provided. The Provider's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing substantially nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients. Agency shall reject nonconforming services and immediately notify Provider of the attempted delivery of nonconforming services and its rejection of the services.

#### **D. Incident Reporting**

- a. The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or subcontractor's ability to perform the services required to be performed under this Agreement, or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Consumer Services Consultant (by telephone) with an email to immediately follow. The email notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
- b. Proposed client terminations
- c. Service quality or service delivery problems
- d. Contract non-compliance;
- e. Provider or subcontractor financial concerns and/or difficulties.

#### **E. Enforcement**

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

The Agency may take intermediate measures against the Provider, including corrective action, unannounced special monitoring, placement on probationary status, imposing a moratorium on Provider action under this Agreement, imposing financial penalties for nonperformance if the Agency finds that any of the following have occurred:

- a. An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
  - b. The Provider lacks financial stability sufficient to meet Agreement obligations or that Agreement funds have been misappropriated.
  - c. The Provider has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.
  - d. The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; provided that Provider has agreed to or accepted such expansion of service.
  - e. The Provider has exceeded its authority or otherwise failed to adhere to the terms of this Agreement with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency and specifically incorporated herein.
  - f. The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.
  - g. The Provider has failed to implement and maintain an Agency approved client grievance resolution procedure.
2. In making any determination under this provision the Agency may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of Agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Palm Beach County, Florida. In the event the Agency initiates action to rescind a Provider designation, the Agency shall follow the procedures set forth in 42 U.S.C. §3025(b).

**F. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Provider or any subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Provider shall notify the CEO at the Agency immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Agency's CEO as well as the Department's Inspector General with a summary of the investigation and allegations. All confidential and exempt or exempt records shall be maintained as such by Agency.

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**ATTACHMENT II****FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department 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 2 CFR Part 200 (formerly 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. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department 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 2 CFR Part 200, Subpart A.

In the event that the provider expends \$750,000.00 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 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Department 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. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 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 2 CFR §200.508.

If the provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 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 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 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 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.



**PART II: STATE FUNDED**

This part is applicable if the provider is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider, the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; 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 2 to this agreement indicates state financial assistance awarded through the Department 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, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., 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 \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section

215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department 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 shall be fully disclosed in the audit report with reference to the Department agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department 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 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 2 CFR Part 200 and required by PART I of this ATTACHMENT shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.  
Attention: Chief Financial Officer  
4400 N. Congress Avenue  
West Palm Beach, Florida 33407

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:

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

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

**Area Agency on Aging of Palm Beach/Treasure Coast, Inc.  
Attention: Chief Financial Officer  
4400 N. Congress Avenue  
West Palm Beach, Florida 33407**

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

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Department 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 or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

#### **EXHIBIT 1**

##### **PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- ☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.  
☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.  
☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

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

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes\*
- 2 CFR §200.201 – Administrative Requirements\*\*
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR §200.400 - §200.411 – Cost Principles\*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

- Section 215.97,
- F.S. Chapter 69I-5,
- F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures

Other fiscal requirements set forth in program

EXHIBIT 2 FUNDING SUMMARY

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

PROGRAM TITLE	YEAR	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Program Title III	2019	U.S. Health and Human Services	93.044	\$300,000.00

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

FEDERAL FUNDS:  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. OMB Circular A-133 – Audit Requirements  
Reference Guide for State Expenditures

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE  
Section 215.97, Fla.  
Stat. Chapter 69I-5,  
Fla. Admin. Code

## ATTACHMENT III

## CERTIFICATIONS AND ASSURANCES

DOEA will not award this Contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this certification accordingly.

**B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

**C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).** - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall,

- on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts, Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

#### **D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

#### **E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub.

L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

#### **F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Contractor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Contract.

## **G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

## **H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

As a condition of contracting with the Florida Department of Elder Affairs, 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 contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

## **I. RECORDS AND DOCUMENTATION**

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.



J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

- 1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys’ fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.
- 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does \_\_\_\_\_ does not \_\_\_\_\_  
provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Department are available for inspection as stated above.

By execution of this contract, Contractor must include these provisions in all related subcontract agreements (if applicable).

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature and Title of Authorized Representative		Street Address
Contractor	Date	City, State, Zip code

**ATTACHMENT IV**  
**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

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

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b> Mayor
<b>APPLICANT ORGANIZATION</b> Palm Beach County Board of County Commissioners	<b>DATE SUBMITTED</b>

ATTACHMENT V  
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

2. POPULATION OF AREA SERVED. Source of data:							
Total #	% White	% Black	% Hispanic	% Other	% Female		
3. STAFF CURRENTLY EMPLOYED. Effective date:							
Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:							
Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE							
Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

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

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain.	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

N/A

YES

NO

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13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐ If N/A or NO, explain.

N/A

YES

NO

☐

☐

☐

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

N/A

NUMBER

☐

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

N/A

YES

NO

☐

☐

☐

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

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

YES

NO

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

YES

NO

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☐

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

YES

NO

☐

☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES

NO

☐

☐

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

YES

NO

☐

☐

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

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

YES

NO

☐

☐

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

Revised August 2010, 2 of 2

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**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

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

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

January 1, 2019 – December 31, 2019

IA019- 9635

ATTACHMENT VI  
PROVIDER'S STATE CONTRACT LIST

Provider's State Contract List

REPORT PERIOD:  
From: 1/1/2019  
To: 12/31/2019

PROVIDER INFORMATION:

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

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

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

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

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



ATTACHMENT VII  
BACKGROUND SCREENING



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 301 North Olive Ave. Suite 1201 West Palm Beach FL 33401  
*Street Address City State ZIP code*  
I, Dave Kerner, 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

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012  
Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.cfm>

Section 435.05(3), F.S.  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Palm Beach County Attorney

ATTACHMENT VIII  
BUDGET SUMMARY

1	IIIB Transportation	\$300,000.00
3	TOTAL	\$300,000.00

ATTACHMENT IX

INVOICE REPORT SCHEDULE

Invoice #	Based On	Service Period	Due Date	CIRTS Available until next Invoice Due Date
1	January Advance	1/1-1/31	January 1	
2	February Advance	2/1-2/28	January 1	
3	January Invoice	1/1-1/31	February 10	February 16
	January Surplus / Deficit Report	1/1-1/31	February 15	
4	February Invoice	2/1-2/28	March 10	March 16
	February Surplus / Deficit Report	2/1-2/28	March 15	
5	March Invoice	3/1-3/31	April 10	April 16
	March Surplus / Deficit Report	3/1-3/31	April 15	
6	April Invoice	4/1-4/30	May 10	May 16
	April Surplus / Deficit Report	4/1-4/30	May 15	
7	May Invoice	5/1-5/31	June 10	June 16
	May Surplus / Deficit Report	5/1-5/31	June 15	
8	June Invoice	6/1-6/30	July 10	July 16
	June Surplus / Deficit Report	6/1-6/30	July 15	
9	July Invoice	7/1-7/31	August 10	August 16
10	Semi Annual Report of Provider Outreach	1/1-6/30	August 15	
	July Surplus / Deficit Report	7/1-7/31	August 15	
11	August Invoice	8/1-8/31	September 10	September 16
	August Surplus / Deficit Report	8/1-8/31	September 15	
12	September Invoice	9/1-9/30	October 10	October 16
	September Surplus / Deficit Report	9/1-9/30	October 15	
13	October Invoice	10/1-10/31	November 10	November 16
	October Surplus / Deficit Report	10/1-10/31	November 15	
14	November Invoice	11/1-11/30	December 10	December 16
	November Surplus / Deficit Report	11/1-11/30	December 15	
15	December Invoice	12/1-12/31	January 10	January 16
	December Surplus / Deficit Report	12/1-12/31	January 15	
16	Semi Annual Report of Provider Outreach	7/1-12/31	January 15	
17	Final Invoice and Closeout Report		February 15	Closed February 15
Note #1: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.				
Note #2: All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment starting with Report 5.				

ATTACHMENT X  
INVOICE

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

CURRENT YEAR TOTALS									
Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Request	Contract Amount	Contract Balance	
O3C1	CNML	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C1	CNML BKFST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C1	NUCO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C1	NTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C1	QTR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C1	ADVANCE			0.00	0.00	0.00	0.00	0.00	
O3C2	HDM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C2	SCAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C2	NUCO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C2	NTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
O3C2	ADVANCE			0.00	0.00	0.00	0.00	0.00	
OA3B	ADC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	ESC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	HOIM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	INTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	HMK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	FECA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	RESP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	SCAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3B	ADVANCE			0.00	0.00	0.00	0.00	0.00	
OA3E	SCAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3E	RESP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3ES	SCSM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3ES	CHO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3E	ADC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3ES	HOIM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OA3E	ADVANCE			0.00	0.00	0.00	0.00	0.00	
PREVIOUS YEAR TOTALS				0.00	0.00	0.00	0.00	0.00	
O3C1	2013			0.00			0.00	0.00	
O3C2	2013			0.00			0.00	0.00	
OA3B	2013			0.00			0.00	0.00	
OA3E	2013			0.00			0.00	0.00	
GRAND TOTAL				0.00	0.00	0.00	0.00	0.00	

Other Fiscal Information

Program Code	Service Code	Current YTD Amount	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
O3C1	Program Income	0.00	0.00	0.00	0.00	0.00
O3C1	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
O3C1	Cash Match	0.00	0.00	0.00	0.00	0.00
O3C1	In-kind Match	0.00	0.00	0.00	0.00	0.00
O3C1	NSIP	0.00	0.00	0.00	0.00	0.00
O3C2	Program Income	0.00	0.00	0.00	0.00	0.00
O3C2	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
O3C2	Cash Match	0.00	0.00	0.00	0.00	0.00
O3C2	In-kind Match	0.00	0.00	0.00	0.00	0.00
O3C2	NSIP	0.00	0.00	0.00	0.00	0.00
OA3B	Program Income	0.00	0.00	0.00	0.00	0.00
OA3B	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
OA3B	Cash Match	0.00	0.00	0.00	0.00	0.00
OA3B	In-kind Match	0.00	0.00	0.00	0.00	0.00
OA3E	Program Income	0.00	0.00	0.00	0.00	0.00
OA3E	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
OA3E	Cash Match	0.00	0.00	0.00	0.00	0.00
OA3E	In-kind Match	0.00	0.00	0.00	0.00	0.00

Other Fiscal Information 2013/2014

Program Code	Service Code	Previous YTD Amount	GRAND TOTAL	Goal Amount 2013/2014	Goal Balance 2013/2014
O3C1	Program Income	0.00	0.00	0.00	0.00
O3C1	Program Income Expenses	0.00	0.00	0.00	0.00
O3C1	Cash Match	0.00	0.00	0.00	0.00
O3C1	In-kind Match	0.00	0.00	0.00	0.00
O3C1	NSIP	0.00	0.00	0.00	0.00
O3C2	Program Income	0.00	0.00	0.00	0.00
O3C2	Program Income Expenses	0.00	0.00	0.00	0.00
O3C2	Cash Match	0.00	0.00	0.00	0.00
O3C2	In-kind Match	0.00	0.00	0.00	0.00
O3C2	NSIP	0.00	0.00	0.00	0.00
OA3B	Program Income	0.00	0.00	0.00	0.00
OA3B	Program Income Expenses	0.00	0.00	0.00	0.00
OA3B	Cash Match	0.00	0.00	0.00	0.00
OA3B	In-kind Match	0.00	0.00	0.00	0.00
OA3E	Program Income	0.00	0.00	0.00	0.00
OA3E	Program Income Expenses	0.00	0.00	0.00	0.00
OA3E	Cash Match	0.00	0.00	0.00	0.00
OA3E	In-kind Match	0.00	0.00	0.00	0.00

**ATTACHMENT XI**  
**2019 OAA APPROVED RATES**

PALM TRAN OAA 2019 APPROVED RATES		
PROGRAM	SERVICE	REIMBURSABLE UNIT RATE
OA3B	TRANSPORTATION	\$20.00
	TRANSPORTATION MANAGED CARE	\$20.00



Attestation Statement

Agreement/Contract Number IA019-9635

Amendment Number N/A

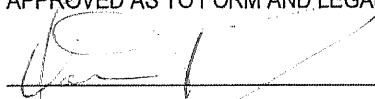
I, Dave Kerner, Mayor, attest that no changes or revisions have  
(*Provider Representative*)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement/contract content.

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Palm Beach County Attorney

20 - 0209

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET TRANSFER

BGRV 110719\*97

FUND 1340 Palm Tran Operations

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 11/8/2019	REMAINING BALANCE
800 8000 8000	Transfer from General Fund 0001	38,731,862	38,731,862	0	210,000	38,521,862		
542 5027 3148	Fed Grant Indirect - Transportation	90,000	90,000	210,000	0	300,000		
Total Receipts & Balances		104,522,118	104,522,118	210,000	210,000	104,522,118		

PALM TRAN

Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

Carol Rubin 11/08/19  
Juan 11/22/19  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of December 17, 2019

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



20-0210

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET TRANSFER

BGEX 110719\*332

FUND 0001 General Fund

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 11/8/2019	REMAINING BALANCE
EXPENDITURES								
820 9100 9063	Transfer to Operating Fund 1340	38,731,862	38,731,862	0	210,000	38,521,862	0	38,521,862
820 9900 9901	Contingency Reserves	20,000,000	20,000,000	210,000	0	20,210,000	0	20,210,000
Total Appropriations & Expenditures		1,494,902,035	1,494,950,035	210,000	210,000	1,494,950,035	131,147,595	1,363,802,440

PALM TRAN  
Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures	Date
	11/08/19
	11/22/19

By Board of County Commissioners  
At Meeting of December 17, 2019

Deputy Clerk to the  
Board of County Commissioners