

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011 (X) Consent ( ) Regular  
( ) Ordinance ( ) Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Senior Services (DOSS)

I. EXECUTIVE BRIEF

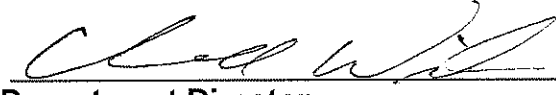
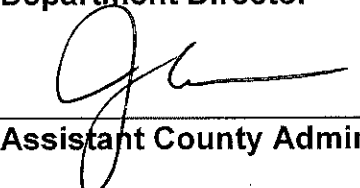
Motion and Title: Staff recommends motion to approve: (A) Standard Agreement No. IR011-9500 for Respite for Elders Living in Everyday Families (RELIEF) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA) for the period July 1, 2011, through June 30, 2012, in an amount not-to-exceed \$96,266 for services to seniors; and (B) budget amendment of \$4,593 in the DOSS Administration Fund to reconcile the FY2012 budget.

Summary: This agreement allows DOSS to provide In-Home Respite by trained volunteers, specifically evening and weekend respite. Under this Agreement DOSS will directly provide 13,278 volunteer service hours at a unit reimbursement rate of \$7.25 for each hour of in-home respite and training provided to the volunteers. RELIEF services are funded with \$96,266 in State funds and \$41,929 in additional County funds. Funding is available in the FY 2011 budget to meet County obligations. Additional County funding required to meet FY 2012 obligations is included in the proposed FY 2012 budget. Jaime Estremera-Fitzgerald of the AAA serves on a County Advisory Board, the Criminal Justice, Mental Health & Substance Abuse Planning Council. The Board provides no regulation, oversight, management, or policy-setting recommendations regarding the AAA contract. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. In the area south of Hypoluxo Road, the Volen Center, Inc. provides services under a similar AAA grant. (DOSS) Countywide except for portions of Districts 3, 4, 5, and 7 south of Hypoluxo Road (TKF)

Background and Justification: Department of Elder Affairs offered this funding to DOSS in 1998; recipients of RELIEF are provided In-Home Respite, including evening and weekend respite in order to increase the ability of a family unit to continue to care for a homebound senior beyond the basis provisions of current programs. Volunteers providing respite through this agreement are stipend volunteers.

Attachment:

RELIEF Standard Agreement No. IR011-9500  
FY2012 Budget Amendment

Recommended By:  Date: 8/25/11  
Department Director Date  
Approved By:  Date: 9/7/11  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>34,549</u>	<u>103,646</u>	_____	_____	_____
External Revenue	<u>(24,066)</u>	<u>(72,200)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>10,483</u>	<u>31,446</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes _____	No <input checked="" type="checkbox"/>		
Budget Account No.: Fund _____		Department _____	Unit _____	Object _____	
Program					

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

Funding sources are the State of Florida and Palm Beach County. No additional funding is required for FY2011. Required funding has been requested in the FY2012 budget.

<u>Funds</u>	<u>11-12 RELIEF</u>
State	96,266
Program Income	0
Match (10%)	0
Addnl. County Funds	<u>41,929</u>
<b>Total</b>	<b><u>138,195</u></b>

Departmental Fiscal Review: Tauna Malhotra

**III. REVIEW COMMENTS** 8/24/11

A. OFMB Fiscal and/or Contract Administration Comments:  
 Non mandatory match percentage is 43.5% of award amount. \$91,763 is included in the budget.  
[Signature] 9/1/11  
 OFMB VA 7/21/11 8/22/11  
[Signature] 9/18/11  
 Contract Administration

B. Legal Sufficiency:  
[Signature] 9/9/11  
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT  
FUND 1006 DOSS - Administration (Admin.)

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/08/11	REMAINING BALANCE
<u>REVENUES</u>								
<u>DOSS-RELIEF</u>								
144-1482-3469	State Grnt Oth Human Services	91,673	91,673	4,593		96,266		
	<b>Total Receipts and Balances</b>	<b>7,649,831</b>	<b>7,649,831</b>	<b>4,593</b>	<b>0</b>	<b>7,654,424</b>		
<u>EXPENDITURES</u>								
<u>DOSS-RELIEF</u>								
144-1482-4001	Travel & Per Diem	1,503	1,503	4,593		6,096	0	6,096
	<b>Total Appropriations &amp; Expenditures</b>	<b>7,649,831</b>	<b>7,649,831</b>	<b>4,593</b>	<b>0</b>	<b>7,654,424</b>		

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

Signatures \_\_\_\_\_  
Date \_\_\_\_\_

By Board of County Commissioners  
At Meeting of September 13, 2011  
\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

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

**STANDARD AGREEMENT**

**RESPIRE FOR ELDERLY LIVING IN EVERYDAY FAMILIES**

**THIS AGREEMENT** is entered into between the Area Agency on Aging of Palm Beach/Treasure, Inc., hereinafter referred to as the "agency," and Palm Beach County Board of County Commissioners hereinafter referred to as the "provider", and collectively referred to as the "parties."

**A. Purpose of Agreement**

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

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

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

**C. Term of Agreement**

This agreement shall begin on July 1, 2011 or on the date on which the agreement has been signed by the last party required to sign it, whichever is later. It shall end on October 1, 2012. Service dates are from July 1, 2011 to June 30, 2012.

**D. Agreement Amount**

The agency agrees to pay for contracted services according to the statement of work, **ATTACHMENT I** of this agreement in an amount not to exceed \$96,265.50 subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement.

Funding Allocation				
Program Title	Year	Funding Sources	CSFA	Amount
Respite for Elders Living in Everyday Families	2011-2012	General Revenue	65.006	\$96,265.50
<b>TOTAL AGREEMENT AMOUNT:</b>				<b>\$96,265.50</b>

**E. Renewals**

In the event that a subsequent agreement may not be executed prior to the July 1st, start date the Agency may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding contract amount.

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

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

July 2011 – June 2012

**G. Consumer Choice**

The agency is committed to ensuring consumer choice in services and for providing redundancy of services in preparation for disaster/emergency situations. For this reason, the provider must have vendor agreements with no less than two vendors for each service it provides. If the provider is unable to meet this requirement, the provider must document the reason why as well as stipulate plans for comply with this requirement. The provider must provide the following services as required by State statute: case management, homemaker and chore services, respite care, adult day care, personal care services, home delivered meals, counseling, information and referral, and emergency home repair services.

**H. Compliance with Federal Law**

1. If this agreement contains federal funds the following shall apply:
  - 1.2 The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
  - 1.3 If this agreement contains federal funds and is over \$100,000.00, the provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The provider shall report any violations of the above to the agency.
  - 1.4 The provider, or agent acting for the provider, may not use any federal funds received in connection with this agreement to influence legislation or appropriations pending before the Congress or any State legislature. If this agreement contains federal funding in excess of \$100,000.00, the provider must, prior to agreement execution, complete the Certification Regarding Lobbying form, **ATTACHMENT IV**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Compliance Officer, prior to payment under this agreement.
  - 1.5 That if this agreement contains \$10,000.00 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
  - 1.6 That if this agreement contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
  - 1.7 That an agreement with an amount expected to equal or exceed \$25,000.00 and certain other agreement awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The provider will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this agreement.
  - 1.8 The provider shall not employ an unauthorized alien. The agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this agreement by the agency.

- 1.9 If the provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the provider must notify the agency in writing within thirty (30) days of receiving the IRS notice of revocation.
- 1.10 The provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
- 1.11 Unless exempt under 2 CFR Part 170.110(b), the provider shall comply with the reporting Requirements of the Transparency Act as expressed in 2 CFR 170.

**I. Compliance with State Law**

1. That this agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
2. The provider shall comply with the requirements of s. 287.058, F.S.
- 2.1. The agreement will provide units of deliverables, including reports, findings, and drafts, as specified in this agreement, which the Grant Manager must receive and accept in writing prior to payment.
- 2.2. The provider will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 2.3. If itemized payment for travel expenses is permitted in this agreement, the provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this agreement.
- 2.4. The provider will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the provider in conjunction with this contract except for those records which are made confidential or exempt by law. The provider's refusal to comply with this provision shall constitute an immediate breach of agreement for which the agency may unilaterally terminate the agreement.
3. If clients are to be transported under this agreement, the provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
4. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
5. The provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

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

This agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with **ATTACHMENT III** to this agreement; accurate

CIRTS data entry; timely response to APS high risk referrals; adherence to DoEA nutrition program standards; accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

1. The Agency reserves the right to impose sanctions on the Provider within the agreement period, including partial withholding of agreement payments, when repeated deficiencies go uncorrected as follows:
  - 1.1 First Occurrence – written warning.
  - 1.2 Second Occurrence – 10% withheld from any unpaid LSP invoice. Funds withheld will be released upon receipt of acceptable documentation to overcome the previously reported program deficiencies and program performance is considered satisfactory.
  - 1.3 Third Occurrence – 10% withheld from all unpaid LSP invoice until the previously reported program deficiencies have been cleared and program performance is considered satisfactory. Funds withheld will not be released.
  - 1.4 Fourth Occurrence – Agreement terminated as stated in section YY .

**K. Grievance Procedures**

The provider shall develop and implement grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).

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

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the agency under this agreement.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of six (6) years after completion of the agreement or longer when required by law. In the event an audit is required by this agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the agency.
3. Upon demand, at no additional cost to the agency, the provider will facilitate the duplication and transfer of any records or documents during the required retention specified in this agreement.
4. To assure that the records described in this agreement shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the agency.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the agency and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's agreements and related records and documents pertinent to this specific agreement, regardless of the form in which kept.

July 2011 – June 2012

6. To provide a financial and compliance audit to the agency as specified in this agreement and in **ATTACHMENT V** and to ensure that all related party transactions are disclosed to the auditor.
7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
8. The provider must implement the necessary policies and procedures, to promote the security of information, including protection from loss, damage, defacement or unauthorized access.

**M. Nondiscrimination-Civil Rights Compliance**

1. The provider will execute assurances in **ATTACHMENT VIII** 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 agreement further assures that all providers, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
2. The provider will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist in **ATTACHMENT IX**. The provider will submit to the agency a copy at the time the agreement is executed.
3. The provider agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this agreement. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
4. If this agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the provider, its successors, transferees, and assignees for the period during which such assistance is provided. The provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the provider understands that the agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**N. Provision of Services**

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

**O. Monitoring by the Agency**

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



**F. Background Screening**

1. The Provider shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s.435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.
2. For purposes of this section, the term “direct service provider” means 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 or has access to the client’s living areas or to the client’s funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.

**Q. Indemnification**

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

**R. Insurance and Bonding**

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

for client but not client's friend).

S. **Confidentiality of Information**

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

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

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

U. **Incident Reporting**

The provider shall notify the agency immediately, but no later than forty-eight (48) 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. Examples of reportable conditions may include, but are not limited to: Proposed client terminations, service quality or service delivery problems, agreement non-compliance, provider or subcontractor financial concerns and/or difficulties and change in management.

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

V. **Sponsorship and Publicity**

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

W. **Assignments**

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

July 2011 – June 2012

3. This agreement shall remain binding upon the successors in interest of either the provider or the agency.

**X. Subcontracts**

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

**Y. Independent Capacity of Provider**

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

**Z. Volunteers**

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

**AA. Community Resource Update**

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

**BB. Bankruptcy Notification**

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

**CC. Payment.**

Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Agency's Fiscal Grants Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the Agreement,

July 2011 – June 2012

unless the bid specifications, purchase order, or this Agreement specify otherwise. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. Providers who may be experiencing problems in obtaining timely payment(s) from the Agency may contact the Vendor Ombudsman within the Department of Financial Services. Providers shall include in their subcontracts a methodology for resolving disputes regarding timely payments from the Provider to the subcontractor. In these instances escalation to the Agency should only be invoked if the dispute cannot be resolved with the Provider.

**DD. Funding Obligations**

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

**EE. Return of Funds**

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

**FF. Data Integrity and Safeguarding Information**

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

**GG. Conflict of Interest**

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

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

1. The provider shall within thirty (30) calendar days of the execution of this agreement, submit to the Quality Improvement Manager 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.
  
2. In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the agency and/or the provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the agency and provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the agency and the provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, Department of Elder Affairs may exercise authority over the agency and/or the provider to implement emergency relief measures and/or activities. In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for providers include the following:
  - a. Pre- and Post-event call down of at-risk clients;
  - b. Evaluate the ability of the provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
  - c. Delivery of services to all elderly in need after the storm, if necessary and possible;
  - d. Dispatch designated Emergency Service directors from the provider to shelters within and outside the disaster area to help elderly evacuees;
  - e. Distribution of meals before or after the event, if possible; and
  - f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field Assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

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

3. In the event a situation results in a cessation of services by a subcontractor, the provider will retain responsibility for performance under this agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the agency.
  
4. In order to receive reimbursement from the appropriate federal or state resources later, the provider shall keep 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.

- II. Use of Funds for Lobbying**  
Use of funds for lobbying is prohibited, comply with the provisions of section 216.347, F.S., Title 48 CFR, Part 31.205, or Title 45 CFR, Part 93, whichever is applicable, that prohibit the expenditures of funds for the purpose of lobbying Legislature, a judicial branch or a state agency. If a Disclosure of Lobbying Activities form is required, it may be obtained from the agency's Quality Improvement Manager, and all disclosure forms as required by the Certification Regarding Lobbying form (**ATTACHMENT IV**) must be completed and returned to the agency with the signed agreement.
- JJ. Public Entity Crime**  
Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the agency. 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 an agreement 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 provider, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- KK. Purchasing**  
To procure any recycled products or materials, which are the subject of or are required to carry out this agreement, in accordance with the provisions of s. 403.7065 and 287.045, F.S.
- LL. Patents, Copyrights, Royalties**  
If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this agreement, the provider shall refer the discovery, invention or material to the agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this agreement are hereby reserved to the State of Florida in accordance with Chapter 286, F.S.
- MM. Use of State Funds to Purchase or Improve Real Property**  
Any state funds provided for the purchase of or improvements to real property are contingent upon the provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
- NN. Dispute Resolution**  
Any dispute concerning performance of the agreement shall be decided by the agency's President/CEO, who shall reduce the decision to writing and serve a copy to the provider.
- OO. 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.
- PP. Venue**  
If any dispute arises out of this agreement, the venue of such legal recourse will be Palm Beach County, Florida.
- QQ. 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.

**RR. Force Majeure**

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

**SS. 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.

**TT. 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.

**UU. 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 State's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

**VV. Waiver**

The delay or failure by the agency to exercise or enforce any of its rights under this agreement shall not constitute or be deemed a waiver of the agency's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**WW. Final Invoice**

The provider shall submit the final invoice for payment to the agency on August 1, 2012. If the provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the agency.

**XX. Renegotiations or Modifications**

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

**YY. Termination**

1. This agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Chief Executive Officer or the representative of the provider responsible for administration of the agreement.
2. In the event funds for payment pursuant to this agreement become unavailable, the agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the provider responsible for administration of the agreement. The agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this agreement, the provider will be compensated for any work satisfactorily completed prior to the date of termination.
3. This agreement may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the

provider. If applicable, the agency may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the agency's or the provider's rights to remedies at law or in equity.

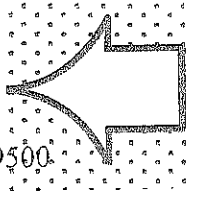
4. Failure to have performed any contractual obligations with the agency in a manner satisfactory to the agency will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have (1) previously failed to satisfactorily perform in a contract with the 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 a contract terminated by the agency for cause.

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

a.	The provider name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Faith Martin, Director of Senior Services Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
c.	The name, address, and telephone number of the representative of the provider responsible for administration of the program under this agreement is:	Faith Martin, Director of Senior Services Palm Beach County Board of County Commissioners Division of Senior Services 810 Datura Street, Suite 300 West Palm Beach, FL 33401
d.	The section and location within the agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Department 4400 N. Congress Avenue West Palm Beach, FL 33407
e.	The name, address, and telephone number of the Program Manager for the agency for this agreement is:	Dalia Dillon, Consumer Services Consultant Area Agency on Aging PB/TC 4400 N. Congress Avenue West Palm Beach, FL 33407 (561) 684-5885
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this agreement.		

**AAA. All Terms and Conditions Included**  
This agreement and its Attachments, I – XI, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.





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

IN WITNESS THEREOF, the parties hereto have caused this 41-page agreement, to be executed by their undersigned officials as duly authorized.

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

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

SIGNED  
BY: \_\_\_\_\_  
Karen T. Marcus, Chair

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

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

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

SHARON R. BOCK, Clerk and Comptroller

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

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

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

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

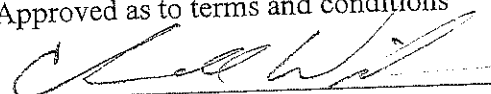
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: \_\_\_\_\_

Approved as to form and legal sufficiency

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

Approved as to terms and conditions

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

## INDEX TO AGREEMENT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	15-24
ATTACHMENT II	BUDGET SUMMARY	25
ATTACHMENT III	AGREEMENT REPORT SCHEDULE	26
ATTACHMENT IV	CERTIFICATION REGARDING LOBBYING	27
ATTACHMENT V	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	28-31
ATTACHMENT VI	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	32
ATTACHMENT VII	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	33
ATTACHMENT VIII	ASSURANCES – NON-CONSTRUCTION PROGRAMS	34-35
ATTACHMENT IX	CIVIL RIGHTS COMPLIANCE CHECKLIST	36-37
ATTACHMENT X	OATH FOR NOT FOR PROFIT STATUS	38
ATTACHMENT XI	DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES	39
ATTACHMENT XII	HANDBOOK (ON CD)	40

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

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. AGREEMENT ACRONYMS

Respite for Elders Living in Everyday Families (RELIEF)  
Planning and Service Area (PSA)

2. PROGRAM SPECIFIC TERMS

Evening/ Weekend Respite

- (1) Services begin or end after five o' clock in the evening; or
- (2) Services end at a time in which the majority of adult day care centers in the community have closed; or
- (3) Services are provided during any period of time on a Saturday or Sunday

Family Unit – one or more individuals whose primary residence is with a homebound elderly individual specifically for the purpose of providing care for that homebound elderly individual. The family does not necessarily need to be related by blood or marriage to the homebound elderly individual. (F.S. 430.071)

Provider – the local agency contracted to deliver program services to the community

Respite- in-home assistance for a homebound elderly individual from someone who is not a member of the family unit, which allows the family unit the ability to leave the homebound elderly individual for a period of time. (F.S.430.071)

Stipend- an allotment of funds intended to enable a diverse population of volunteers to provide services, which is for a maximum hourly rate that shall not exceed an amount equal to the federal minimum wage. (F.S.430.071)

Unit Rate- the contracted rate of reimbursement to provider agencies for volunteer service hours provided by volunteers – this includes direct services, travel and training.

Unit of Service – one hour of direct service provided by a volunteer.

Volunteer Service Hours - the total hours provided by volunteers on behalf of the program, including direct service, travel and training.

Volunteer Service System – an organized network of volunteers and agencies engaged in supporting volunteers to assist a family unit that requires respite. (F.S.430.071)

**B. GENERAL DESCRIPTION****1. General Statement**

The Respite for Elders Living in Everyday Families (RELIEF) program will provide in-home respite that is an expansion of respite that is currently available through other programs, specifically including evening and weekend respite. The purpose of this service is to increase the ability of a family unit to continue to care for a homebound elderly individual by providing in-home respite beyond the basic provisions of current public programs. The RELIEF program is a volunteer-based program providing in-home respite to caregivers of frail, homebound elders aged 60 and over. The RELIEF program provides in-home respite up to four hours of in-home respite at a time, with an emphasis on evening and weekend hours. The intent of the RELIEF program is to provide family caregivers with a much-needed break in order to allow the family unit to continue caring for a household elder without becoming ill themselves.

**2. Authority**

430.071, Florida Statutes;

**3. Scope of Service**

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

**4. Major Program Goals**

The major goals of the RELIEF program are to:

- (1) Provide respite services to caregivers of frail, homebound elders age 60 and over at no cost to the family unit.
- (2) Develop opportunities for a multigenerational corps of volunteers through which they may contribute to their communities; and
- (3) Provide stipends to those who qualify, and reimbursements to volunteers to enable them to provide services at no cost to themselves.

**C. INDIVIDUALS TO BE SERVED****1. General Description**

RELIEF serves the caregivers of frail, homebound seniors age 60 years or older.

**2. Program Eligibility**

In order to receive assistance from the RELIEF program:

- (1) The family unit is unable to pay for evening/weekend respite without jeopardizing other basic needs; and
- (2) The homebound elderly individual is age 60 or older and without the family unit's assistance would need to be moved to an assisted living or nursing facility.

**3. Targeted Groups**

In addition to serving frail homebound elders at risk of institutionalization, the program serves the special needs of clients who have Alzheimer's disease or related dementias and clients and caregivers having limited English proficiency.

**SECTION II: MANNER OF SERVICE PROVISION****A. SERVICE TASKS**

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

- (1) Client Eligibility as listed in ATTACHMENT I, Section II.A.4;
- (2) 701B Assessment of eligible clients;
- (3) Delivery of Services to Eligible Clients;

In addition, the provider shall monitor the performance of its sub-contractors.

**1. Client Eligibility Determination**

The provider shall ensure that clients meet all the requirements listed in, ATTACHMENT I, Section I.C.2.

**2. Volunteer Recruitment**

The provider shall ensure the recruitment of a sufficient number of volunteers to meet a total annual goal of 13,278 hours of service during the agreement period. Recruited volunteers shall be representative of the community they serve.

**2.1 Volunteer Qualifications**

The provider shall ensure that all volunteers providing services under this agreement are qualified. Volunteer qualifications shall be included in all position descriptions and recruitment advertisements. Qualified volunteers shall:

- (1) Be age 18 or older;
- (2) Pass a Ch. 435, F.S. Level II criminal background check; and
- (3) Commit to serve at least 4 hours a week.

**2.2 Volunteer Screening**

All potential volunteers must undergo a Level II background screening in accordance with Ch. 435, F.S. in order to determine if an individual possesses a prior history that may prove harmful to vulnerable elders and children. The provider shall ensure that a written policy related to background checks is in place to address frequency of screenings. Documentation of background screening shall be maintained in individual volunteer files.

**2.3 Volunteer Orientation**

The provider shall ensure a training plan is in place to comply with annual training requirements, including orientation. Each volunteer must complete the orientation program before they provide any services to clients. The orientation program must provide information to volunteers that improves their abilities to serve clients including, but not limited to:

- (1) A general explanation of the program;
- (2) General agency information;
- (3) Provider policy information on personnel, confidentiality, appeal procedures, time sheets, insurance, performance reviews and other administrative details;
- (4) Providing the opportunity for volunteers to visit and become acquainted with provider staff and with other volunteers;

- (5) Describing the objectives of their respite services;
- (6) Discussing and understanding of the roles and activities involved in being a RELIEF volunteer;
- (7) Providing new RELIEF volunteers with information about available community services to enable them to be better advocates for their clients; and
- (8) Provide a general understanding of the economic, social, psychological and physiological aspects of aging.

#### 2.4 **Volunteer Training**

The provider shall ensure that volunteer participate in at least 20 hours of pre-service training before providing any services to clients. A list of required training topics are provided in the RELIEF Program Manual, incorporated by reference herein. After completing pre-service training, volunteers must complete an additional 3 hours of training each quarter. Volunteers shall be provided information regarding training goals including scheduled meeting dates in -service training and recognition events. The purpose of volunteer training is to:

- (1) Give more detailed instruction on working with elders who have special or exceptional needs,
- (2) Share information and guidance on matters pertinent to aging,
- (3) Provide information about community resources which can be accessed by clients.

#### 2.5 **Reviews of Volunteer Performance**

The provider shall ensure each volunteer receives a performance review at least once each calendar year. The provider shall inform each volunteer of the timing, content and process of performance reviews before placement with a client. Performance reviews shall acknowledge volunteer work done well, as well as identify areas that need improvement. Completed performance reviews shall be maintained in each volunteers personnel file. At a minimum, performance evaluations shall measure each volunteer's:

- (1) Performance of tasks/assignments,
- (2) Reliability and promptness,
- (3) Relationships with staff, clients, caregivers and other volunteers,
- (4) Willingness to follow policies and procedures,
- (5) Attendance at required meetings/training, and
- (6) Sensitivity and creativity

#### 2.6 **Supervision of Volunteers**

The provider shall ensure volunteers receive proper supervision to maintain a consistently high level of performance and to ensure that the volunteer operates within the guidelines established by the provider, the agency and the Department of Elder Affairs as well as Section 430.071 F.S. Volunteer position descriptions will include the name of the staff member(s) authorized to supervise volunteer activities. Supervision activities shall include, but are not limited to:

- (1) Periodic on-site visits to monitor the volunteer's satisfaction with the assignment and the progress of the client o determine the appropriateness of the assignment;
- (2) Helping volunteers arrange for community services that benefit the client;
- (3) Maintaining a one-on-one relationship between the volunteer and the clients they serve; and
- (4) Conducting orientations (pre-service training) and regular in-service training to explain policies, enhance skills related to assignments and provide information on community services.

## 2.7

**Volunteer Assignments**

The provider shall ensure volunteers are assigned to clients in a way that benefit both parties. The provider may place one volunteer with multiple clients, based upon the demand for services and the ability of the volunteer to provide services. Two volunteers may not serve the same client unless one is a short-term substitute for the other. All RELIEF volunteer assignments must:

- (1) Involve person-to-person relationships with the clients server;
- (2) Be meaningful and rewarding to RELIEF volunteers; and
- (3) Reflect individual RELIEF volunteer preferences as well as provide meaningful services to family unit and elder.

In order of priority, assignments should be made that:

- (1) Deter or delay institutionalization of homebound elders with mental, emotional and/or physical impairments who need outside assistance to achieve and maintain their fullest potential to manage their lives;
- (2) Provide respite to households in which the burden of care for aged persons rests with household members who find it difficult to provide the level of support needed to prevent to prevent institutional placements; and
- (3) Assist elders on waiting lists for services, or elders who need a higher level of service to remain in their homes.

## 2.8

**Volunteer Records**

The provider shall ensure the collection of current and accurate volunteer data for each volunteer. The provider shall store volunteer records in locked files. Personal information contained on the enrollment forms, such as home address, may be disclosed only with the express prior written permission of the volunteer. Records may also be subject to state law or local ordinance governing access to records. The RELIEF Volunteer File Checklist shall be used as reference to ensure each file contains the following signed and/or completed information:

- (1) Position Description;
- (2) Volunteer Application ;
- (3) Reference Check Documentation;
- (4) Criminal History record;
- (5) Confidentiality Statement;
- (6) Statement of Understanding (allowable and prohibited activities);
- (7) Respite Assignment Sheets;
- (8) Training Log Progress Tracking Sheet
- (9) Grievance procedures for Senior Companion Program volunteers only; and
- (10) Additional paperwork for Senior Companion Volunteers

## 2.9

**Volunteer Recognition**

The provider shall ensure at least one recognition event is held during the term of this agreement that recognizes the work and accomplishments of volunteers. The provider shall ensure participation in the Department of Elder Affairs' annual Golden Choice Awards Volunteer Recognition Event. Volunteer recognition events may be included in orientation/training scheduling plans.

## 3.

**Staffing Levels**

The provider shall designate at least one staff member responsible for program oversight and technical assistance to subcontractors.

**B. SERVICE LOCATION AND EQUIPMENT**

1. **Service Times**  
The provider shall ensure the provisions of the services listed in this agreement are available at times appropriate to meet client service needs and in accordance with program guidelines.
2. **Changes in Service Delivery Location or Service Times**  
The provider shall provide the agency's Consumer Services Consultant with 30 days notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the agency's Consumer Services Consultant.
3. **Equipment**
  - 3.1 Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds]; or (b) nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
  - 3.2. Providers and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the agency upon request.
  - 3.3. The provider's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
    - (1) A description of the equipment;
    - (2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
    - (3) Source of the equipment, including the award number;
    - (4) Whether title vests in the provider or the Federal Government;
    - (5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;
    - (6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);
    - (7) Location and condition of the equipment and the date the information was reported;
    - (8) Unit acquisition cost; and
    - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a provider compensates the Federal awarding agency for its share.



July 2011 – June 2012

- 3.4 Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the application approved by the agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the provider, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these a threshold is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.
- 3.5 The provider shall not dispose of any equipment or materials provided by the agency, or purchased with funds provided through this contract without first obtaining the approval of the agency's Program Manager. When disposing of property or equipment the provider must submit a written request for disposition instructions to the respective Program Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the provider's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 3.6 The agency's Quality Improvement Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 3.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this agreement without the prior approval of the agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.
- 3.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 3.9 The provider must adhere to the Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the agency upon request. The provider has the responsibility to require any subcontractors to comply with the agency's ITR procedures.

## C. DELIVERABLES

1. **Service Unit**  
The service unit for this agreement shall be measured as one hour of respite care to an eligible client.

July 2011 – June 2012

2. **Reports**  
The provider is responsible for responding in a timely fashion to routine and/or special requests for information and reports required by the agency. The provider must establish due dates for any subcontractors that permit the provider to meet the agency's reporting requirements. Reports and information that the provider shall provide to the agency includes, but is not limited to:
  - 2.1 **RELIEF Monthly Service Summary**  
The provider shall submit to the agency as complete and accurate RELIEF Monthly Service Summary, ATTACHMENT , by the dates provided in ATTACHMENT III .
  - 2.2 **Records and Documentation**  
The provider will ensure the collection and maintenance of client and service information on a monthly basis for the CIRTS or any such system designated by the agency. Maintenance includes valid exports and backups of all data and systems according to agency standards.
  - 2.5 The provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backup resource shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the baked up data be stored in a secure, offsite location. The provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its agreements and/or contracts with subcontractors. These policies and procedures shall be made available to the agency upon request.

#### D. PROGRAM EVALUATION AND PERFORMANCE SPECIFICATIONS

1. **Outcomes and Outputs**
  - (1) The provider shall timely submit to the agency all reports and all information as required by the agreement.
  - (2) The provider shall ensure services in this agreement are in accordance with the current Department of Elder Affairs Programs and Services Handbook.
2. The performance of the provider in providing services described in this agreement shall be measured by the following:
  - (1) The provider has provided at least 13,278 hours of respite care;
  - (2) All volunteers providing services to clients have completed volunteer orientation and
  - (3) All volunteers have completed at least 3 hours of training per quarter
3. **Monitoring and Evaluation Methodology**  
The agency will review and evaluate the performance of the provider under the terms of this agreement. Monitoring shall be conducted through direct contact with the provider through telephone, in writing, or an on-site visit. The agency's determination of acceptable performance shall be conclusive. The provider agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables.

#### E PROVIDER'S FINANCIAL OBLIGATION

1. The provider shall expend the funds provided in this agreement in accordance with ATTACHMENT II, RESPITE FOR ELDERS LIVING IN EVERYDAY FAMILIES Budget Summary.

July 2011 – June 2012

F. **AGENCY RESPONSIBILITIES**

1. **Program Guidance and Technical Assistance**  
The agency will provide to the provider guidance and technical assistance as needed to ensure the successful fulfillment of the agreement by the provider.
2. **Agreement Monitoring**  
The agency shall, at its own discretion, conduct monitoring concerning any aspect of the provider's performance of this agreement.

**SECTION III: METHOD OF PAYMENT**

A. **STATEMENT OF METHOD OF PAYMENT**

This is a fixed rate for services agreement. The agency agrees to pay for contracted services according to the terms and conditions of this agreement in an amount not to exceed \$96,265.50, subject to the availability of funds.

B. **REQUESTS FOR PAYMENT**

The provider shall submit to the agency on agency approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on agency forms.

1. The due date for the request for reimbursement and report(s) shall be no later than the 10<sup>th</sup> day of the following the month being reported.
2. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the agreement.
3. Any payment due by the agency under the terms of this agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.
4. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT I**. Any changes in the amounts of federal or general revenue funds identified on the **ATTACHMENT I** require an agreement amendment.
5. **Date for Final Request for Payment**  
The final request for payment will be due to the agency no later than August 1, 2012.
6. **Documentation for Payment**  
The provider shall maintain documentation to support payment requests that shall be available to the agency or authorized individuals, such as Department of Financial Services, upon request.
7. The provider will enter all required data per the Department of Elder Affairs' CIRTTS Policy Guidelines for clients and services in the CIRTTS database. Data will be entered into CIRTTS before the agency submits their request for payment and expenditure reports to the Department of Elder Affairs.
8. The agency will run monthly CIRTTS reports and verify that client and service data in CIRTTS is accurate. This report will verify client information provided by the provider and will be reviewed by the provider before the provider's request can be approved by the agency.

**ATTACHMENT II**

**RESpite FOR ELDERs LIVING IN EVERYDAY FAMILIES**

**BUDGET SUMMARY**

The unit rate payable under this contract is outlined below, which shall be submitted to the Agency on DoEA Form 109.

Hours of Service	Units	Unit Rate	
13,278	<b>1 unit = 1 hour of service</b>	7.25	<b>\$96,265.50</b>

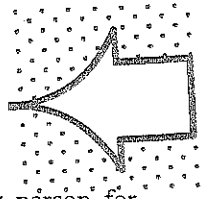
The unit rate includes a volunteer stipend and covers other volunteer expenses such as volunteer recruitment and retention, volunteer training, and service related travel.

**AGREEMENT REPORT SCHEDULE**

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

Note #1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the agency, payment is to accompany the report.

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



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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Karen T. Marcus, Chair

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Application or Agreement Number

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

\_\_\_\_\_  
Name and Address of Organization

**FINANCIAL AND COMPLIANCE AUDIT**

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

**MONITORING**

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

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

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

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

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

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

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 8 months after the end of the contractor's fiscal year end.

July 2011 – June 2012

**PART II: STATE FUNDED**

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

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

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

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

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the agency shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 8 months after the contractor's fiscal year end. Notwithstanding the applicability of this portion, the agency retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

**PART III: REPORT SUBMISSION**

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

The agency at the following address:

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



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

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

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

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

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

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

The agency at the following address:

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

The Auditor General's Office at the following address:

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

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

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

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

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

CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the agency.

### PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

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

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section 400 OMB Circular A-133 [federal awards].

### PART II: FISCAL COMPLIANCE REQUIREMENTS

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

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

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

#### NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)\*  
 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)  
 OMB Circular A-133 – Audit Requirements  
 Reference Guide for State Expenditures  
 Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

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

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

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

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

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

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

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

Palm Beach County Board of County Commissioners, 810 Datura Steet, WPB, FL 3401  
Name and Address of Contractor

	Chair	
Signature	Title	Date
Karen T. Marcus		
Name of Authorized Signer		

(Revised June 2008)

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

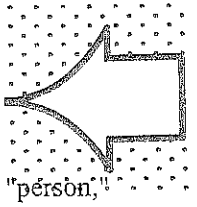
- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

\_\_\_\_\_  
Signature  
Chair

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

\_\_\_\_\_  
Title  
(Certification signature should be same as Contract signature.)

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



**Instructions for Certification**

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the agency may pursue available remedies, including suspension and/or debarment.
- 3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the agency may pursue available remedies, including suspension, and/or debarment.
- 7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

## ATTACHMENT VIII

## ASSURANCES—NON-CONSTRUCTION PROGRAMS

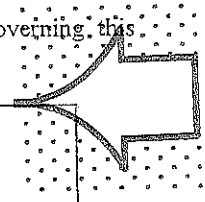
Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C., 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C., 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C., 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



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

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

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

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

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

---

2. POPULATION OF AREA SERVED. Source of data:

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

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.   | NA                       | YES                      | NO                       |
| _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____   |                          |                          |                          |
| 7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.   | NA                       | 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 NA or NO, explain.   | NA                       | 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 handicap? If NA or NO, explain.                                    | NA                       | 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 handicap? If NA or NO, explain. | NA                       | YES                      | NO                       |
| _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____   |                          |                          |                          |
| 11. For in-patient services, are room assignments made without regard to race, color, national origin or handicap? If NA or NO, explain.  | NA                       | YES                      | NO                       |
| _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____   |                          |                          |                          |
| 12. Is the program/facility accessible to non-English speaking clients?   | NA                       | YES                      | NO                       |

If NA or NO, explain.

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

NA YES NO

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

NA NUMBER  
 \_\_\_\_\_

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

NA YES NO

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

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

YES NO

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



**Oath of Not for Profit Status**

Contract or Agreement Number: \_\_\_\_\_

As an authorized representative for the Provider identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a “not for profit” (non-profit) organization as defined in section 501(c)(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Agency will be notified in writing immediately.

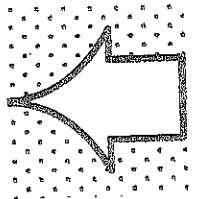
Palm Beach County Board of County Commissioners  
Name of Provider entity

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

Karen T. Marcus, Chair  
Printed name and **Title** of Authorized Representative

\_\_\_\_\_  
Date of Oath

(Revised February 2004)



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

**Attestation Statement**

Agreement/Contract Number IR011-9500

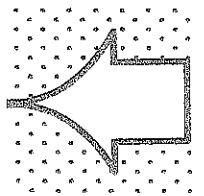
Amendment Number N/A

I, Karen T. Marcus, Chair, attest that no changes or revisions have been made to the  
*(Provider Representative)*

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

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

\_\_\_\_\_  
Date



EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

**Background**

The Area Agency is awarding the Palm Beach County Board of County Commissioners Respite for Elders Living In Everyday Families Funds (RELIEF) funds for the 2011-2012 program year. The purpose of these funds is to serve clients according to eligibility guidelines outlined by the Department of Elder Affairs.

**Justification**

The Palm Beach County Board of County Commissioners will be providing respite services to eligible clients beginning July 1, 2011; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to July 1, 2011. The provision of these services will aid the clients and/or caregivers in remaining independent, and prevent or delay institutionalization.

**Certification**

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting July 1, 2011.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date