

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2025	<input checked="" type="checkbox"/>	Consent	[]	Regular
	[]	Ordinance	[]	Public Hearing

Department

Submitted By: Community Services
Submitted For: Division of Senior and Veteran Services (DSVS)

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Standard Agreement No. IA025-9500 for the Older Americans Act (OAA) with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), for the period January 1, 2025 through December 31, 2025, in an amount not-to-exceed \$3,206,940, to provide in-home and community-based services to older adults; and
- B) an upward Budget Amendment of \$2,033,590 in the Division of Senior and Veteran Services (DSVS) Administration Fund to align the budget to the actual grant award.



Summary: This Standard Agreement (Catalog of Federal Domestic Assistance (CFDA 93.044, 93.045 & 93.052) allows DSVS to continue providing services under OAA Titles 3B (supportive services), C1 (congregate meals), C2 (home-delivered meals), and 3E (caregiver support) to eligible older adults aged 60 and older, as well as their caregivers. The congregate meal program provides meals and nutrition education in community settings, such as senior centers and other public and private facilities. The home-delivered meal program provides meals and nutrition education to homebound older adults. During calendar year 2024, 370 clients were provided supportive services, 1,994 clients received congregate meals, 345 clients received home delivered meals and 20 clients received caregiver support.

For the calendar year 2025, 371 clients are projected to receive supportive services. 1,980 clients are projected to receive congregate meals, 390 clients are projected to receive home delivered meals and 18 clients are projected to receive caregiver support services.

DSVS has been receiving this grant since 1977. **The total required County match is \$340,548, which is already included in the budget. No additional County match is required.** The upward budget amendment is necessary to align the County budget with the actual grant award. DSVS is responsible for providing services north of Hypoluxo Road, covering all districts except for Districts 2, 4, 5, and 7 south of Hypoluxo Rd. The Mae Volen Center, Inc. is responsible for providing services in the areas south of Hypoluxo Road. Countywide except for portions of Districts 2, 4, 5, and south of Hypoluxo Road (HH)

Background and Justification: OAA Funds are used to provide various in-home and community-based services to eligible older adults aged 60 and older, as well as their caregivers, helping preserve their independence and defer the need for more costly institutional care.

- Attachments:**
1. Standard Agreement No. IA025-9500
 2. Budget Amendment

	Signed by:		
Recommended By:	<u></u>		<u>2/12/2025</u>
	<small>5388F43D8F6D4D0</small>	Department Director	Date
Approved By:	<u></u>		<u>2/27/25</u>
	Assistant County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	2,663,702	887,901			
External Revenue	(2,405,205)	(801,735)			
Program Income	(3,086)	(1,029)			
In-Kind Match (County)					
NET FISCAL IMPACT	255,411	85,137			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes No X
 Does this item include the use of federal funds? Yes X No
 Does this item include the use of state funds? Yes No X

Budget Account No.:

Fund:1006 Dept:144 Unit:1457/1458/1459/1461 Object:Var Program Code:Var Program Period:Var

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

Funding sources are Federal, Private Donations, and Palm Beach County.
 No additional County funds are required.

Total Funding	1457	1458	1459	1461	Total
Funds	3B	C1	C2	3E	Funds
Grant	1,276,000	711,734	906,196	171,000	3,064,930
Match (10%)	141,778	79,082	100,688	19,000	340,548
NSIP	0	53,964	88,046	0	142,010
Program Income	1,621	135	2,346	13	4,115
Addnl. County Funds	0	0	0	0	0
Total	1,419,399	844,915	1,097,276	190,013	3,551,603

Signed by:

 JULIE.DOWE@PALM.BEACH.FL.GOV

C. Departmental Fiscal Review: Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

AJD/AC 2/19/25
 OFMB
 esw 2-19-25

Frankie Brackley 2/20/25
 Contract Development and Control
 ZG 2.20.25

B. Legal Sufficiency:

Debra C. Heind 2-26-25
 County Attorney

C. Other Department Review:

 Department Director

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

January 1, 2025 – December 31, 2025

IA025-9500

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

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

WITNESSETH THAT:

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

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

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

1. Purpose of Agreement:

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

2. Incorporation of Documents within the Agreement:

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

3. Term of Agreement:

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2025** or on the date the Agreement has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2025**.

4. Agreement Amount:

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed \$3,206,940.00, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Agreement.

5. Renewals:

By mutual agreement of the Parties, the Agency may renew the Agreement for a period not to exceed six years from the last competitive solicitation for this program. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

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

6. Compliance with Federal Law:

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

6.1.1 The Provider shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45

CFR Part 92, 2 CFR Part 200 and other applicable regulations.

- 6.1.2 If this Agreement contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) §7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations, 2 CFR Part 1500. The Provider shall report any violations of the above to the Agency.
- 6.1.3 Neither the Provider nor any agent acting on behalf of the Provider may use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Agency contact with the Agreement.
- 6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.
- 6.1.5 A contract or Agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or Agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this Agreement.
- 6.2 The Provider shall not employ an unauthorized alien. The Agency will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. §1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. §1101). Such violation will be cause for unilateral cancellation of this Agreement by the Agency.
- 6.3 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Provider must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.5 Unless exempt under 2 CFR §170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. Compliance with State Law:

- 7.1 This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

- 7.2 If this Agreement contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
- 7.3 The Provider shall comply with the requirements of Section 287.058, F.S. as amended.
 - 7.3.1 The Provider shall perform all tasks contained in Attachment I.
 - 7.3.2 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in Attachment I, which the Fiscal Analyst must receive and accept, in writing, prior to payment.
 - 7.3.3 The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in Attachment I, Section III. Method of Payment.
 - 7.3.4 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 7.3.5 If itemized payment for travel expenses is permitted in this Agreement, the Provider shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Agreement.
 - 7.3.6 The Provider shall allow public access as requested by the Public Records Custodian and/or the Agency's Public Records Coordinator to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Provider in conjunction with this Agreement except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of Agreement for which the Agency may unilaterally terminate this Agreement.
- 7.4 If clients are to be transported under this Agreement, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6 The Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 The Agency may, at its option, terminate the Agreement if the Provider is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.
- 7.8 Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.
- 7.9 Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.
- 7.10 The Provider shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.
- 7.11 The Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

7.12 The Provider shall comply with Section 501.171, F.S., regarding data security requirements for confidential personal information.

8. **Background Screening:**

The Provider shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., are met regarding background screening for all Provider's and direct service providers' employees; administrators or similarly titled persons who are responsible for the day-to-day operation of the direct service provider; financial officers or similarly titled individuals who are responsible for the financial operation of the licensee or direct service provider; managers; supervisors; coordinators; volunteers; any person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas; and as provided herein. The Provider and its direct service providers must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Provider shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Agency within thirty (30) days of execution of this Agreement and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. Should the Agency have a completed Screening Form on file for the Provider, a new Screening Form shall be submitted to the Agency every twelve (12) months, and the Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening/>

8.2 The Provider shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form (Attachment VII-A) to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

9. **Grievance and Complaint Procedures:**

9.1 **Grievance Procedures:**

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to process and resolve client dissatisfaction with or denial of service(s), and to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. When a client appeals a termination, suspension or reduction of services, the Provider must ensure that the grievance review team reviews the client file and considers the needs, risks, and safety specific to that client in their evaluation.

9.2 **Legal Provider Grievance Procedures**

Legal providers must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and;
- iii. Prompt consideration of each complaint by the Legal Provider's Executive Director or the Executive Director's designee.

- iv. The Agency may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Agency may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Agency during monitoring.

9.3 Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that Subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension or reduction in services which shall be addressed through the grievance process as described in Appendix D of the Department of Elder Affairs Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

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

10. Public Records and Retention:

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

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

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

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

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

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

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

**Public Records Coordinator
Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
4400 North Congress Avenue
West Palm Beach, FL 33470**

11. Audits, Inspections, Investigations:

- 11.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this Agreement. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2 The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Agency.
- 11.3 Upon demand, at no additional cost to the Agency, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4 The Provider shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.
- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the Department of Elder Affairs and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Provider's contracts, and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.
- 11.6 The Provider shall provide a Financial and Compliance Audit to the Agency as specified in this Agreement and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this Agreement the Provider understands and will comply with this subsection.
- 11.8 A Provider who annually receives 50% or more of their prior fiscal year budget from State and Federal funds must submit an annual report, including the most recent IRS Form 990, for the prior fiscal year of the entity, detailing the total compensation for the entity's executive leadership teams within thirty (30) days of execution of this Agreement.
 - 11.8.1 The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
 - 11.8.2 The Provider shall inform the Agency of any changes in total executive compensation between the annual reports as those changes occur.
 - 11.8.3 All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

12. Nondiscrimination-Civil Rights Compliance:

- 12.1 The Provider shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this Agreement or in

employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Assurances – Non-Construction Programs Attachment must be included in all subcontractor agreements.

- 12.2 During the term of this Agreement, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this Agreement.
- 12.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4 If this Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities 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 the Agreement and denial of further assistance.

13. Monitoring by the Agency:

The Provider shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. 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 51.

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

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

16. Indemnification:

The Provider shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from 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 negligence of the Agency.

- 16.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 16 is not applicable to Agreements executed between the Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding:

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

18. Confidentiality of Information:

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

19. Health Insurance Portability and Accountability Act:

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

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

20. Incident Reporting:

- 20.1** The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's or subcontractors ability to perform the services required to be performed under this Agreement. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:
- 1) Proposed client terminations;
 - 2) Service quality or service delivery problems;
 - 3) Contract non-compliance;

4) Provider or subcontractor financial concerns and/or difficulties.

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

21. New Contract(s) Reporting:

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies.

22. Bankruptcy Notification:

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

23. Sponsorship and Publicity:

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

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

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

24. Assignments:

24.1 The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

24.2 The Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another agency in the State of Florida, upon giving prior written notice to the Provider.

24.3 This Agreement shall remain binding upon the successors in interest of the Provider and the Agency.

25. Subcontracts:

25.1 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 will not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Agency against any such claims.

25.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency. Failure to make payments to any subcontractor may result in a corrective actions plan.

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

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

26. Independent Capacity of Provider:

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

27. Payment:

27.1 Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Agency's Chief Financial Officer will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing.

28. Return of Funds:

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

29. Data Integrity and Safeguarding Information:

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

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

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

When faxing client information the Provider shall:

1. Limit the client information to the minimum necessary to accomplish the purpose of the communication;
2. When faxing to a client, do not fax sensitive protected health information (PHI) such as PHI related to alcohol abuse, drug abuse, mental health issues, HIV testing, antigens indicating hepatitis infection, sexually transmitted diseases (STD), or presence of malignancy;
3. Take reasonable precautions to ensure that the intended recipient is either available to receive the fax as it arrives or has exclusive access to the fax machine;
4. Pre-program frequently used non-patient fax numbers to minimize potential for misdirected faxes. Confirm pre-programmed numbers at least every six (6) months;
5. If there is any reason to question the accuracy of a fax number, contact the recipient to confirm the number prior to faxing PHI;
6. When faxing PHI, use fax cover sheets that include the following information:
 - a. Sender's name, facility, telephone and fax number,
 - b. Date and time of transmission,
 - c. Number of pages being faxed including cover sheet,
 - d. Intended recipient's name, facility, telephone and fax number,
 - e. Name and number to call to report a transmittal problem or to inform of a misdirected fax,
 - f. If notified of a misdirected fax, instruct the unintended recipient to mail back the information or destroy information by shredding
 - g. Confidentiality notice such as the following:

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

29.1 Data Security. The Provider and all Provider Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies in performance of this Agreement. The Provider shall provide immediate notice to the Agency's Director of Agency Compliance: 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the Department's information, after notice to the Agency, the Provider shall not divulge to third parties any Confidential Information obtained by the Provider in the course of performing Agreement work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. “Confidential Information” means information in the possession or under the control of the state of Florida (State), the Agency, or the Provider that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Provider will not be required to keep confidential any information that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Provider's system, the Provider will conduct at the Provider's expense, an annual network penetration test or security audit of the Provider's system(s) on which State Data resides and will share the results with the Agency upon request to do so.

29.2 Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by the Agency that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Provider must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Agency's Data Compliance Analyst.

Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Agency must be promptly notified, and access will be promptly removed.

29.3 Breach and Negligence. The Provider agrees to protect, indemnify, defend, and hold harmless the Agency and the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Provider's breach of this Section or the negligent acts or omissions of the Provider related to this section.

29.4 Ownership of State Data. The Department's State Data will be made available to the Department and/or the Agency upon its request, in the form and format reasonably requested by the Department and/or Agency. Title to all of the Department's State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Provider shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Computer Use and Social Media Policy:

Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Agreement, Provider agrees to the following social media and personal cell phone use requirements.

- 30.1 Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.
- 30.2 Application to any direct or incidental DOEA or other state business.** This Agreement applies to any DOEA or other state business conducted on any of the Provider's or their employees' social media accounts or through personal cellular communication.
- 30.3 Application to DOEA and Provider's Equipment.** This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider or their employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.
- 30.4 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the Agreement.
- 30.5 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the Provider's records.

31. Conflict of Interest:

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member

of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award. The Provider's or subcontractor's, officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

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

33. Purchasing:

33.1 The Provider shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant. The report must accompany the invoice submitted to the Agency whenever there is a CMBE to report. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this Agreement.

34. Patents, Copyrights, Royalties:

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

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

35. Emergency Preparedness and Continuity of Operations:

- 35.1 In the event a situation results in a cessation of services by a subcontractor, the Provider shall remain responsible 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.
- 35.2 The Provider shall within thirty (30) calendar days of the execution of this Agreement submit to the Program Compliance/Quality Assurance Monitor verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.
- 35.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and or the Provider to implement emergency relief measures and/or activities. In either of these cases only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:
- a. Pre and Post event call down of at-risk clients;
 - b. Evaluate the ability of the Provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
 - c. Delivery of services to all elderly in need after the storm, in necessary and possible;
 - d. Dispatch designated Emergency Service Directors from the Provider to shelters within and outside the disaster area to help elderly evacuees;
 - e. Distribution of meals before or after the event, if possible; and
 - f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

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

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

36. Equipment:

Purchasing of equipment with the value over \$5,000 is prohibited under this Agreement.

37. Dispute Resolution:

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

38. Financial Consequences of Non-Performance:

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

39. No Waiver of Sovereign Immunity:

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

40. Venue:

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

41. Entire Agreement:

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

42. Force Majeure:

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

43. Severability Clause:

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

44. Condition Precedent to Agreement Appropriations:

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

45. Addition/Deletion:

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

46. Waiver:

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

47. Compliance:

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

48. Final Invoice:

The Provider shall submit the final invoice for payment to the Agency as specified in Attachment X, Invoice Report Schedule. If the Provider fails to do so, all right to payment is forfeited and the Agency shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement shall be withheld until all required documentation and reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

49. Renegotiations of Modifications:

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and 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.

50. Suspension of Work:

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

51. Termination:

51.1 Termination for Convenience. The Agency, by written notice to the Provider, may terminate the Agreement in whole or in part when the Agency determines in its sole discretion that it is in the Agency's interest to do so. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

51.2 Termination for Cause. The Agency may terminate the Agreement if the Provider fails to (1) deliver the product within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

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

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

51.5 In the event funds for payment pursuant to this Agreement become unavailable, 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 compensation for any work satisfactorily completed prior to the date of termination.

52. Electronic Records and Signature:

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

52.1 The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

52.2 Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

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

a.	The Provider name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:	Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach, FL 33411
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Julie Dowe Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach, FL 33411
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is:	Faith Manfra Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach, FL 33411
d.	The names, address, telephone numbers and email addresses of the Provider’s designated in-house consultants on DOEA’s Programs and Services Handbook, notices of instructions, and requirements of this Agreement.	Faith Manfra Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach, FL 33411 Fmanfra@pbc.gov Tammy Lampi Palm Beach County Board of County Commissioners Community Services Department 810 Datura Street West Palm Beach, FL 33411 Tlampi@pbc.gov
e.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Department 4400 North Congress Avenue West Palm Beach, FL 33407
f.	The name, address, and telephone number of the Program Manager for this contract is:	Cody Sime Program Compliance/Quality Assurance Monitor 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.		

54. All Terms and Conditions Included:

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

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

IN WITNESS, THEREOF, the Parties hereto have caused this eighty-two (82) page Agreement to be executed by their undersigned officials as duly authorized.

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

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

SIGNED
BY: _____
 Maria G. Marino, Mayor

SIGNED BY: _____

DATE: _____

ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller

NAME: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date:

Approved as to form and legal sufficiency

County Attorney

Approved as to terms and conditions

Department Director

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ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Agreement Acronyms

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

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older with a disability and is financially dependent on an older individual who is a parent of the child..

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

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

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

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

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

Frail: When an older individual is (1) determined to be is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who (1) lives with the child; (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

B. General Description

1. General Statement

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

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

2. Authority

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

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2020;
- c. 42 U.S.C. §303, 42 U.S.C. §604;
- d. Rule 58A-1, Florida Administrative Code (F.A.C);
- e. Section 430.101, Florida Statutes (F.S.); and
- f. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions, thereof.
- g. Section 430.07, Florida Statutes (F.S.).

3. Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE Programs and NSIP, within its designated Community Care Service Area. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated and hereby incorporated by reference,, and the current DOEA Programs and Services Handbook. The Provider shall use the NSIP funding to supplement funding for food used in meals served through the OAA Nutrition Program.

4. Major Program Goals

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

5. Key Principles for Contract Administration

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

General

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

Service Delivery

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

Fiscal

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

C. Clients to be Served

1. General Description

The OAA Program gives preference to individuals with the greatest economic need and older individuals with the greatest social need (with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.)

2. Client Eligibility

a. OAA Title III

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

b. NSIP

Meals served to an elderly individual, funded in whole or in part under Statewide Medicaid Managed Care Long-Term Care, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

c. OAA Title IIIB, Supportive Services

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

d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

e. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d, above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

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

f. OAA Title IIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;
- ii. Individuals age sixty (60) or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public;
- iii. Individuals age sixty (60) or older who are at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;
- iv. Individuals age sixty (60) or older who are at nutritional risk who are socially or otherwise isolated including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site;
- v. Individuals age sixty (60) or older who are unable to prepare meals due to lack of or inadequacy of facilities; an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill;
- vi. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; and
- vii. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care.

g. OAA Title IID, Disease Prevention and Health Promotion Services

- i. Target individuals age sixty (60) or older; and
- ii. Priority will be given to individuals residing in medically underserved areas.

h. OAA Title III E, Caregiver Support Services

Eligibility for OAA Title III E, Caregiver Support Services, is as follows:

- i. Eligible individuals include:
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers;
- ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" as defined above.
- iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.
- iv. For Home Delivered Meals for III E and III EG, caregivers and individuals who reside in the home and are dependent on the caregiver for care.

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

To achieve the goals of the OAA Program, the Provider shall ensure performance of the following tasks:

1. Client Eligibility Determination

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

2. Targeting and Screening New Clients for Service Delivery

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

3. Program Services

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

4. Program Eligibility Requirements

a. Eligibility Criteria

To be eligible for program participation an entity must:

- i. Be a provider that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
- ii. For nutrition services, must partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of the AAA and the Department.

b. Provider’s Nutrition Service Operations

The Provider shall ensure the nutrition service operations of the Provider meet the requirements of this Agreement, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, USDHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

c. Prescribed Nutritional Requirements

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

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the USDHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

d. Food Origin and Commodities Requirements

Consistent with existing requirements of the NSIP, the Provider may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Provider shall notify the Agency Program Compliance/Quality Assurance Monitor in writing of such delay. The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Provider shall submit a copy of all subcontracts to the Agency Program Compliance/Quality Assurance Monitor within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

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

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

C. Staffing Requirements

1. Staffing Levels

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

2. Professional Qualifications

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

3. Service Times

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

4. Client Determination

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

5. Contract Limits

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

D. Deliverables

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

1. Delivery of Services to Eligible Clients

The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with the Provider’s current Agency approved Service Provider Application, the current DOEA Programs and Services Handbook, and Section II.A.1-4 of this Agreement. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

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

- i. Assurance (Telephone and In-Person);
- ii. Adult Day Care/Adult Day Health Care;
- iii. Caregiver Support Groups;
- iv. Caregiver Training/Support;
- v. Case Aid/Case Management;
- vi. Chore and Chore (Enhanced);
- vii. Companionship;
- viii. Counseling (Gerontological and Mental Health/Screening);

- ix. Education/Training;
- x. Emergency Alert Response;
- xi. Escort;
- xii. Health Support;
- xiii. Home Health Aid;
- xiv. Homemaker;
- xv. Housing Improvement;
- xvi. Information;
- xvii. Intake;
- xviii. Interpreter/Translating;
- xix. Legal Assistance;
- xx. Material Aid;
- xxi. Occupational Therapy;
- xxii. Outreach;
- xxiii. Personal Care;
- xxiv. Pet Support Services;
- xxv. Physical Therapy;
- xxvi. Recreation;
- xxvii. Recreational Materials;
- xxviii. Referral/Assistance;
- xxix. Respite Services (In-Home and Facility Based);
- xxx. Screening/Assessment;
- xxxi. Shopping Assistance;
- xxxii. Skilled Nursing;
- xxxiii. Specialized Medical Equipment, Services, and Supplies;
- xxxiv. Speech Therapy;
- xxxv. Technology;
- xxxvi. Technology Equipment;
- xxxvii. Technology Install;
- xxxviii. Technology Staff Support; and
- xxxix. Transportation;

b. Congregate Nutrition Services (IHC1 Program)

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

- i. Assurance (Telephone and In-Person);
- ii. Congregate meals; (Including Grab and Go Congregate Meals:

- iii. Congregate meals screening;
- iv. Shopping Assistance;
- v. Nutrition education and nutrition counseling; and
- vi. Outreach.

c. Home Delivered Nutrition Services (IIC2 Program)

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

- i. Assurance (Telephone and In-Person);
- II. Home delivered meals (Including Grab and Go Home delivered Meals);
- ii. Nutrition education and counseling;
- iii. Outreach;
- iv. Screening/Assessment; and
- v. Shopping Assistance.

d. Disease Prevention and Health Promotion Services (Title IID Program)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. Evidence based programs include the following:

- i. A Matter of Balance/Un Asunto de Equilibrio;
- ii. Active Living Every Day;
- iii. Arthritis Foundation Exercise Program;
- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Applied Suicide Intervention Skills Training;
- vi. Assurance (Telephone and In-Person);
- vii. Bingocize;
- viii. Brief Intervention & Treatment for Elders (BRITE);
- ix. Chronic Disease Self-Management Program;
- x. Chronic Pain Self-Management Program/Manejo Personal del Cronico;
- xi. Counseling (Gerontological and Mental Health/Screening);
- xii. Diabetes Empowerment Education Program (DEEP);
- xiii. Diabetes Self-Management Program/Program de Manejo Personal de la Disbetes;;
- xiv. Enhance Fitness;
- xv. Enhance Wellness;
- xvi. Fit and Strong!;

- xvii. Healthy Ideas;
- xviii. Healthy Moves for Aging Well;
- xix. HomeMeds;
- xx. Medication Management;
- xxi. Nutrition Counseling;
- xxii. Powerful Tools for Caregivers;
- xxiii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiv. Stepping On;
- xxv. Stay Active and Independent for Life (SAIL);
- xxvi. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxvii. Tailored Caregiver Assessment and Referral (TCARE);
- xxviii. Tomando Control de su Salud; and
- xxix. Walk with Ease

e. Caregiver Support Services (IIIIE Program)

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

- i. Adult Day Care/Adult Day Health Care;
- ii. Assurance (Telephone and In-Person);
- iii. Caregiver Support Groups;
- iv. Caregiver Training/Support;
- v. Case Aide/Case Management;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Financial Risk Reduction (Assessment and Maintenance);
- ix. Home Delivered Meals (Including Grab and Go Home Delivered Meals);
- x. Information;
- xi. Intake;
- xii. Outreach;
- xiii. Pet Support Services;
- xiv. Powerful Tools for Caregivers;
- xv. Referral/Assistance;
- xvi. Respite Services (In-Home and Facility Based);
- xvii. Screening/Assessment;
- xviii. Shopping Assistance;
- xix. Tailored Caregiver Assessment and Referral (TCARE);
- xx. Technology;

- xxi. Technology – Equipment;
- xxii. Technology – Install;
- xxiii. Technology – Staff Support; and
- xxiv. Transportation.

(1) Caregiver Support Supplemental Services (IIIES Program)

At least ten percent (10%), but no more than twenty percent (20%), of the total Title IIIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

- (a) Chore and Chore (Enhanced);
- (b) Emergency Alert Response;
- (c) Housing Improvement;
- (d) Legal Assistance;
- (e) Material Aid;
- (f) Medication Management; and
- (g) Specialized Medical Equipment, Services and Supplies.

(2) Caregiver Support Grandparent Services (IIIEG Program)

At least five percent (5%), but no more than ten percent (10%), of the total Title IIIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:

- (a) Assurance (Telephone and In-Person);
- (b) Caregiver Support Groups;
- (c) Caregiver Training/Support;
- (d) Case Aide/Case Management;
- (e) Child Day Care;
- (f) Counseling (Gerontological and Mental Health/Screening);
- (g) Education/Training;
- (h) Home Delivered Meals (Including Grab and Go Home Delivered Meals);
- (i) Legal Assistance;
- (j) Outreach;
- (k) Recreation Materials;
- (l) Referral/Assistance;
- (m) Screening/Assessment;
- (n) Shopping Assistance;
- (o) Sitter;
- (p) Technology;
- (q) Technology – Equipment;
- (r) Technology – Install;

(s) Technology – Staff Support; and

(t)Transportation.

2. Provision of Services

The Provider shall ensure that the provision of services described in the Agreement is in accordance with the current DOEA Programs and Services Handbook, the Provider’s current Service Provider Application, and the service tasks described in Section II.A. Attachment XIV lists the services that can be performed, the rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Provider’s Service Provider Application as updated, and approved by the Agency.

3. 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 (except for Legal Assistance, Adult Day Care, Case Aid and Case Management services). If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. **Any services where there are less than two vendors with the execution of this Agreement must be identified and documented to the Program Compliance/Quality Assurance Monitor within 30 day of the execution of this Agreement.**

E. Reports

The Provider shall respond to additional, routine, or special requests for information and reports required by the Agency in a timely manner as determined by the Agency Program Compliance/Quality Assurance Monitor. The Provider shall establish reporting deadlines and due dates for subcontractors that permit the Provider to review and validate the data, and meet the Agency’s reporting requirements.

1. OAA Annual Volunteer Activity Report

The Provider shall submit an OAA Annual Volunteer Activity Report electronically per the report specifications provided in Attachment XV. The Annual Volunteer Activity Report must be completed and submitted by January 10, 2026.

2. ECIRTS Reports

a. Provider shall ensure timely input of program specific data into ECIRTS. To ensure ECIRTS data accuracy, the Provider shall use ECIRTS-generated reports which include the following:

- i. Client Reports;
- ii. Monitoring Reports;
- iii. Services Reports;
- iv. Miscellaneous Reports;
- v. Fiscal Reports;
- vi. Aging and Disability Resource Center Reports; and
- vii. Outcome Measurement Reports.

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

- ECIRTS Enrollment Screen reflects ACTV – Within 10 working days
- ECIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased.
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of the Care Plan Date

Failure to ensure the collection and maintenance of the ECIRTS data may result in the Agency enacting the Financial Consequences of Non-Performance, clause in Section 38 of this Agreement or the Termination clause in Section 51 of this Agreement, including delaying or withholding payment until the problem is corrected.

b. ECIRTS Data Entries for Providers

The Provider will enter all required data for clients and services in the ECIRTS database per the DOEA Program and Services Handbook, the DOEA eCIRTS Policy guidelines for clients and services, and the Florida ECIRTS Training Manual located at <https://elderaffairs.org/eCIRTS-learning/>. Data will be entered into ECIRTS before the Provider submits their request for payment and expenditure reports to the Agency. ECIRTS data for services received must be entered into ECIRTS by the 10th day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into ECIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

c. Provider Monthly ECIRTS Reports

- i. The Provider will run monthly ECIRTS reports and verify that client and service data in ECIRTS is accurate. This report will verify client information provided by the Provider and will be reviewed by the Agency before the Provider's request for payment and expenditure reports can be approved by the Agency.
- ii. The ECIRTS report to be submitted is "Service Reported by Program and Service Report". This report is to be run MTD, which will reflect the service period and YTD run from beginning of the Agreement period through the last day of the service period.

3. Provider Service Application Update and All Revisions Thereto

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

4. Annual Service Cost Reports

The Provider shall submit Annual Service Cost Reports to the Agency which reflect actual costs of providing each service by program.

5. Surplus/Deficit Report

The Provider shall submit a consolidated surplus/deficit report, in a format provided by the Agency, to the Agency Program Compliance/Quality Assurance Monitor by the 15th of each month. This report is for all agreements between the Provider and the Agency and must include the following:

- a. The Provider's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Department will be resolved;
- b. Recommendations to transfer funds to resolve surplus/deficit spending;
- c. Input from the Provider's Board of Directors on resolution of spending issues, if applicable;
- d. At a minimum the detailed plan regarding a surplus must explain the number of clients the provider intends to add to the OAA program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client and the

timeframe for adding the clients. The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly costs/client.

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

6. OAA National Aging Program Information System (NAPIS) Report

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

7. Program Highlight Narratives

The Provider shall submit by August 15th of each year brief written narratives for the program highlight sections of the Department's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that occurred since the last submission of the Program Highlight narrative, including new success stories, quotes, testimonials, or human-interest vignettes and shall be submitted to the Program Compliance/Quality Assurance Monitor. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives, to identify the specific individuals or entities that performed the activities described in the narratives. The Provider shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency.

8. Congregate Meal Site and Food Service Vendor Verification Report

Any changes to congregate meal site information must be submitted to the Agency Program Compliance/Quality Assurance Monitor within 24 hours of the change (or in advance as appropriate) using DOEA's current Meal Site Change Form. Congregate meal site information includes, but may not be limited to, the address of the meal site, meal service time, name of caterer/vendor, and days of meal service.

F. Records and Documentation

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

- 2. ECIRTS Data and Maintenance

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

- 3. Policies and Procedures for Records and Documentation

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

- 4. ECIRTS Address Validation

The Provider shall work with the Agency to ensure client addresses are correct in ECIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate ECIRTS addresses to ensure these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible

for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Provider shall:

- a. Ensure the provision of the services described in this Agreement are in accordance with the DOEA Programs and Services Handbook, the Provider's current Agency-approved Service Provider Application, and Section II.A. of this Agreement.
- b. Timely and accurately submit to the Agency all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately, per Attachment X, submit to the Agency Attachments XVIII, XII, XIII, and XVII.
- d. Develop and document strategies in the Service Provider Application to support the Agency's standard of performance achievement, including increases for the following:
 - i. Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percent of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Percentage of active clients eating two or more meals per day;
 - iv. Percent of new service recipients whose ADL assessment score has been maintained or improved;
 - v. Percent of new service recipients whose IADL assessment score has been maintained or improved;
 - vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - vii. Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

2. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Provider under the terms of this Agreement. Monitoring shall be conducted through direct contact with the Provider via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the Agreement must be available for any on-site programmatic monitoring visit. The Agency reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Agency. The Agency's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Agency in monitoring the progress of completion of the service tasks and deliverables. The Agency may use, but is not limited to, one or more of the following methods for monitoring:

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

3. Performance Definitions

“Work day” shall mean a provider’s staff member’s eight (8) hour work period, unless specifically noted otherwise. “Day” shall mean a calendar day, unless specifically noted otherwise.

H. Provider Responsibilities

1. Provider Unique Activities

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

The Provider must identify a minimum of two point persons who will serve as the Provider’s in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency’s Fiscal and Consumer Services staff in a timely manner. Their names and contact information should be listed in Section 53.d of the Standard Agreement.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Provider is held accountable involve coordination with other entities in performing the requirements of this Agreement, the failure of other providers or entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to this Agreement.

I. Agency Responsibilities

1. Agency Obligations

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

2. Agency Determinations

The Agency reserves the exclusive right to make certain determinations in the tasks performed by the Provider and the approaches used by the Provider to perform those tasks. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the Agreement are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Agreement is a combination of Fixed-Fee/Unit Rate, Cost Reimbursement, and Advance Payments, subject to the availability of funds and Provider performance. The Agency will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this Agreement.

B. Unit of Service

1. Fixed Fee/Unit Rate

Provider must meet the minimum level of performance stated in the Agreement to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XIV.

2. Fixed Rates for NSIP Program

Payments for NSIP Fixed rate shall not exceed the unit rate of service identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$.72

Attachment XVII, Request for Reimbursement and PSA/Provider Monthly Meal Report, must be submitted monthly for NSIP payments.

3. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary, Attachment IX. All Cost Reimbursement Requests for Payment must include Attachment XIII beginning with the first month of the Agreement. The Provider must meet the minimum level of performance stated in the Agreement to receive payment.

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

C. Advance Payments

1. The Provider may request up to two (2) months of advances at the start of the period to cover program administration, outreach and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Provider’s requests for advance payments require the written approval of the Agency Fiscal Analyst. For the first month’s advance request, the Provider shall provide to the Agency’s Fiscal Analyst documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider’s financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Agency’s Fiscal Analyst, in his or her sole discretion, has determined that there is justified need for an advance, the Agency will issue approved advance payments after January 1st of the contract year. Advance payments will not be issued for NSIP.
2. The Provider’s requests for an advance require the approval of the Agency’s Chief Financial Officer. If sufficient budget is available, the Agency will issue approved advance payments after January 1st of the Agreement year.
3. All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the Advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Report Schedule, ATTACHMENT X to this Agreement.
4. Interest earned on advances must be identified separately by source of funds (state or federal). The Provider shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR Section 75.305. All interest earned on Agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the Agreement period.

D. Invoice Submittal and Requests for Payment

1. The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the invoice and supporting documents for

requests for payments shall be not later than the 10th day of the month subsequent to 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. The schedule for submission of advance requests (when available) and invoices is ATTACHMENT X to this Agreement.
3. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IX, OAA Program Budget Summary. Any changes in the amounts of federal or general revenue funds identified in ATTACHMENT IX require an Agreement amendment.
4. Final contract invoices must be submitted to the Agency no later than February 15, 2026.
5. The Request for Reimbursement and PSA/Provider Monthly Meal Report, ATTACHMENT XVII, must be submitted monthly with each invoice where meals are included as part of the invoice.

E. Payment Withholding

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

F. Consequences for Non-Compliance

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. 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 Attachments X and XI to this Agreement; accurate ECIRTS data entry; timely response to APS high risk referrals; adherence to DOEA nutrition program standards; performance specifications outlined in Section II.G of Attachment I; accurate completion of program required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective actions plans as may be required following monitoring examinations or the Provider's required annual audit.

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

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

Second Sanction – If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.

Third Sanction – The Agreement is terminated as described in Section 51.

G. Financial Consequences

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

IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to Agreement funds based on expenditures for provided services must be submitted to the Agency’s Chief Financial Officer in writing no later than September 30, 2025.; email requests are considered acceptable.

B. Provider’s Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

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

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Provider assures compliance with Section 315 of the OAA, as amended in 2020, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- d. Voluntary contributions are to be used only to expand services.

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

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

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

4. Title III Funds

The Provider assures compliance with Section 306 of the OAA, as amended in 2020, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

C. Remedies for Nonconforming Services

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

D. Incident Reporting

1. The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or any subcontractor's ability to perform the services required to be performed under this Agreement. or that affect the health, safety or well-being of clients. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The email notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. The plan must detail the Provider's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following the submission of the plan, the Provider is expected to provide the Agency updates in a frequency determined by the Agency as appropriate until the incident is resolved. Examples of reportable conditions may include, but are not limited to:
 2. Proposed client terminations
 3. Service quality or service delivery problems
 4. Contract non-compliance;
 5. Provider or subcontractor financial concerns and/or difficulties.

E. Volunteers

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

F. Enforcement

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

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

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

G. Investigation of Criminal Allegations

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

H. Rate Increase Thresholds

Attachment VI should be used for these requests.

1. For Proposed Rate Increases that are up to 5% of the Agency's approved rates with DOEA:
 - a. The Provider shall follow the Agency's existing rate review and approval process which at a minimum includes:
 - i. A detailed written justification from the Provider describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the Agency to review, identifying the service or commodity component(s) that are increasing Provider service costs.
 - ii. A current rate and a requested rate unit cost methodology. (Attachment VI)
2. For Proposed Rate Increases Exceeding 5% of the Agency's approved rates with DOEA:

- a. For proposed rate increases of 5.01% or greater of the Agency’s approved rates with DOEA, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.
 - i. Proposed Rate Increases of 5.01% or greater of the Agency’s approved rates with DOEA must provide the following additional information:
 - (1) The Provider must also provide in their written justification, reassurance that all other potential options to procure alternate suppliers, subcontractors, or other potential cost-efficiencies that could reduce the proposed rate increase of 5.01% or greater of the Agency’s approved rates with DOEA have been explored and rejected.
 - (2) DOEA Contract Managers may request additional information from the Service Provider via the Agency.
- 3. No rate shall be increased before April 1, 2025.
- 4. Note: All rate increase thresholds mentioned in the above language are cumulative from the Agency rate at the time of contract execution.

I. Access Control

- 1. The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider employees that request system or information access. Access should be requested with the principle of least privilege, requesting only access roles that are necessary. For every new eCIRTS user, a DOEA eCIRTS New User Request form is required to be submitted to the Agency for eCIRTS access along with the roles they will need. To safeguard collected data, the Provider will be responsible for requesting user access to be removed by the Agency from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Provider as soon as possible, no later than 5 calendar days after separation. As an added protection, the Provider will receive quarterly reports from the Agency to review users with access to eCIRTS and will report back to the Agency any users that have been missed and need to have their access removed. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this Agreement.

**ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Provider expends \$750,000.00 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this Agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to agreements with the 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 Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Agency in effect during the audit period. For local government entities, 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 non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider’s fiscal year end.

PART II: STATE FUNDED

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider, the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this Agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Provider expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities.)

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

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Provider directly to each of the following:

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

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

Pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

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

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse. The provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

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

Additionally, copies of financial reporting packages required by the contract's Financial Compliance Audit Attachment Part II, shall be submitted by the Provider directly to:

The Auditor General's Office at the following address:

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

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Agency, Department or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Agency, Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Agency or Department.

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

Section 215.97, F.S. & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures

Other fiscal requirements set forth in program, laws, rules and regulations

**ATTACHMENT II
EXHIBIT 2 FUNDING SUMMARY**

Note: Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title III B - Support Services	U.S. Health and Human Services	93.044	\$1,276,000.00
Older Americans Act Title III C1 -Congregate Meals	U.S. Health and Human Services	93.045	\$711,734.00
Older Americans Act Title III C2 -Home Delivered Meals	U.S. Health and Human Services	93.045	\$906,196.00
Older Americans Act Title III E -Caregiver Support Services	U.S. Health and Human Services	93.052	\$171,000.00
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$142,010.00
TOTAL FEDERAL AWARD			\$3,206,940.00

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

FEDERAL FUNDS:

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules, and regulations.

**ATTACHMENT III
CERTIFICATIONS AND ASSURANCES**

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

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

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

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

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

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

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

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

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

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

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

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

U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.1

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (42 USCS § 12101 et seq.), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does X does not _____ provide for institutional memberships.

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

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

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

	810 Datura Street, Suite 300
Signature and Title of Authorized Representative Maria G. Marino, Mayor	Street Address
Palm Beach County Board of County Commissioners	West Palm Beach, FL 33401
Contractor Date	City, State, Zip code

Approved As To Form And
Legal Sufficiency

By: _____
County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

ATTACHMENT IV ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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 (42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), as amended, which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975 (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) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-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 (42 U.S.C. Chapter 61) 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), as amended, the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) 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 (42 U.S.C. §§ 4321 et seq.) 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 Clean 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 (42 U.S.C. § 300F et seq.) as amended; and (h) protection of endangered species under the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544) as amended.
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 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, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
14. Will comply with the National Research Act of 1974 (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 (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. § 4831(b)), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Maria G. Marino	TITLE Mayor
APPLICANT ORGANIZATION Palm Beach County Board of County Commissioners	DATE SUBMITTED

Approved As To Form And
Legal Sufficiency
By: _____
County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
By: _____
Deputy Clerk

**ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name Palm Beach County Board of County Commissioners	County Palm Beach	AAA/Contractor
Address 810 Datura Street, Suite 300	Completed By Faith Manfra	
City, State, Zip Code West Palm Beach, FL 33401	Date 1/8/25	Telephone (561) 355-4746

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

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

For questions 2-5 please indicate the following:

	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:	12344	73.4	21.16	21.65	2.88	66.53	
3. Staff currently employed	Effective date:	48	4.6	6.9	6.44	3.22	13.8	0
4. Clients currently enrolled/registered	Effective date:	2,721	62.66	30.61	28.34	71.44	69.57	5
5. Advisory/Governing Board if applicable		7	97	3	0	0	21	0

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?
Yes on file with AAA N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population?
Yes N/A YES NO

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability?
Consumers must be age 60 or over N/A YES NO

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

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

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11. Is the program/facility accessible to non-English speaking clients?

N/A YES NO

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?

Verbal Written Poster

N/A YES NO

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

N/A NUMBER
 0

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications?

YES NO

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability?

YES NO

19. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals?

YES NO

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

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

YES NO

DOEA USE ONLY

Reviewed by	In Compliance: YES NO*
Program Office	*Notice of Corrective Action Sent ___/___/___
Date Telephone	Response Due ___/___/___
On-Site Desk Review	Response Received ___/___/___

ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR §80. This is usually a standard part of the contract language for DOEAs Recipients and their Sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR §80.3 (a) and 45 CFR §80.1.
9. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR §80.3 (b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR §80.3 (a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR §80.3 (a).

12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self- evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended

**ATTACHMENT VI
SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM**

BUDGET YEAR:

RECIPIENT

NAME:

PRIOR YEAR RATE:

Service					
LINE-ITEM EXPENSES	Prior Year Historical Costs	Rate at Contract Execution	Current Rate	Requested Rate	% Change (between Contract Execution and Requested)
Wages					-
Fringe Benefits (Formula Allocated)					-
Fringe Benefits (Manual Allocation)					-
Travel					-
Education/Training					-
Communications & Postage					-
Utilities					-
Printing & Supplies					-
Advertising					-
Insurance					-
Maintenance & Repair					-
Space Costs (Rent)					-
Equipment					-
Professional fees/Legal/Audit					-
Program Supplies					-
Depreciation					-
Food & Food Supplies					-
Other					-
TOTAL ALLOWABLE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

ATTACHMENT VII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

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

Located at 810 Datura Street, Suite 300, West Palm Beach, FL 33401
Street address City State Zip Code

Under penalty of perjury, I, Maria G. Marino, Mayor
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.

Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/

Approved As To Form And Legal Sufficiency
By: County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
By: Deputy Clerk

ATTACHMENT VII-A
DEPARTMENT OF ELDER AFFAIRS

ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to doeanetwork@elderaffairs.org.

ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/>

ATTESTATION

As an employee of: Palm Beach County Board of County Commissioners
(Name of Employer)

Located at: 810 Datura Street, Suite 300, West Palm Beach, FL 33401
Street address City State Zip Code

Under penalty of perjury, I, Teresa A Pedicino
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.



Signature of Employee

1/8/25

Date

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/>

ATTACHMENT VIII

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES
(CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA

CONTRACTOR NAME: _____

DOEA CONTRACT NUMBER: _____

*REPORTING PERIOD-FROM: _____ TO: _____

*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS
(SUBCONTRACTORS).

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2134.

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

DOEA USE ONLY – REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: EVE HINTON
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

<https://osd.dms.myflorida.com/directories>

II. INSTRUCTIONS

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE’S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
 - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
 - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
 - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED MBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE

**ATTACHMENT IX
BUDGET SUMMARY**

1	IIIB Support Services	\$926,000.00
2	IIIB Transportation	\$350,000.00
3	IIIC1 Congregate Meals	\$711,734.00
4	IIIC2 Home Delivered Meals	\$906,196.00
5	IIIE Caregiver Support Services	\$155,000.00
6	IIIES Caregiver Supplemental Services	\$16,000.00
7	IIIEG Grandparent or Non-Parent Relative Support Service	\$0.00
8	Nutrition Services Incentive Program	\$142,010.00
9	TOTAL	\$3,206,940.00

**ATTACHMENT X
INVOICE REPORT SCHEDULE**

Invoice #	Based On	Service Period	Due Date	ECIRTS Available until next Invoice Due Date
1	January Advance*	1/1-1/31	January 1	
2	February Advance*	2/1-2/28	January 1	
3	January Invoice	1/1-1/31	February 10	February 16
	January Encumbrance Analysis Report	1/1-1/31	February 15	
4	February Invoice	2/1-2/28	March 10	March 16
	February Encumbrance Analysis Report	2/1-2/28	March 15	
5	March Invoice	3/1-3/31	April 10	April 16
	March Encumbrance Analysis Report	3/1-3/31	April 15	
6	April Invoice	4/1-4/30	May 10	May 16
	April Encumbrance Analysis Report	4/1-4/30	May 15	
7	May Invoice	5/1-5/31	June 10	June 16
	May Encumbrance Analysis Report	5/1-5/31	June 15	
8	June Invoice	6/1-6/30	July 10	July 16
	June Encumbrance Analysis Report	6/1-6/30	July 15	
9	July Invoice	7/1-7/31	August 10	August 16
	July Encumbrance Analysis Report	7/1-7/31	August 15	
	Service Cost Report	1/1-6/30	August 15	
10	August Invoice	8/1-8/31	September 10	September 16
	August Encumbrance Analysis Report	8/1-8/31	September 15	
11	September Invoice	9/1-9/30	October 10	October 16
	September Encumbrance Analysis Report	9/1-9/30	October 15	
12	October Invoice	10/1-10/31	November 10	November 16
	October Encumbrance Analysis Report	10/1-10/31	November 15	
13	November Invoice	11/1-11/30	December 10	December 16
	November Encumbrance Analysis Report	11/1-11/30	December 15	
14	December Invoice	12/1-12/31	January 10	January 16
	December Encumbrance Analysis Report	12/1-12/31	January 15	
15	Final Invoice and Closeout Report		February 5	Closed February 5

Legend: *Advance based on projected cash need as supported by a cash-flow analysis or other information appropriate to demonstrate the Provider’s financial need for advance.

Note #1: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

Note #2: All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment starting with Report 5.

ATTACHMENT XI

**January 2025 – December 2025
Programmatic Agreement Report Schedule**

Report	Report Name	Submit to the "AGENCY" on or before this Date
1	4 th Quarter NPCR Forms	January 20
2	January Outcome Measurements	February 10
3	February Outcome Measurements	March 10
4	Selected Menus from 1 st Quarter	March 15
5	Selected Meal Temperatures from 1st Quarter	April 15
6	March Outcome Measurements	April 10
7	1 st Quarter NPCR Forms	April 20
8	April Outcome Measurements	May 10
9	May Outcome Measurements	June 10
10	Selected Menus from 2 nd Quarter	June 15
11	Selected Meal Temperatures from 2nd Quarter	July 15
12	June Outcome Measurements	July 10
13	2 nd Quarter NPCR Forms	July 20
14	Semi-Annual Report of Provider Outreach	August 15
15	July Outcome Measurements	August 10
16	August Outcome Measurements	September 10
17	Selected Menus from 3 rd Quarter	September 15
18	Service Provider Application Update	March 1
19	Selected Meal Temperatures from 3rd Quarter	October 15
20	September Outcome Measurements	October 10
21	3 rd Quarter NPCR Forms	October 20
22	October Outcome Measurements	November 10
23	November Outcome Measurements	December 10
24	Selected Menus from 4 th Quarter	December 15
25	Annual Volunteer Report	January 10, 2025
26	Selected Meal Temperatures from 4th Quarter	January 15, 2025
27	December Outcome Measurements	January 10, 2025
28	Semi-Annual Report of Provider Outreach	January 15,2025

ATTACHMENT XII INVOICE

Provider Name:										Ideal		
Prepared by:										Rate		
										100%		
										Date:		
Program Code	Service Code	Rate	Total Month's Request Units	This Month's Request	YTD Units	Contract Amount	Contract Balance	YTD	Rate	This Month's Units	Previous Period Adjusted Units	Previous YTD Units
03C1	CONGREGATE MEALS	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C1	CONGREGATE MEALS MANAGED CARE	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C1	CONGREGATE MEALS (SCREENING)	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C1	NUTRITION COUNSELING	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C1	NUTRITION EDUCATION	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C1	OUTREACH	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C2	HOME DELIVERED MEALS	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C2	NUTRITION COUNSELING	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C2	NUTRITION EDUCATION	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C2	OUTREACH	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
03C2	SCREENING & ASSESSMENT	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	ADULT DAY CARE	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	CHORE	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	CHORE (ENHANCED)	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
0A3B	COMPANIONSHIP	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	HOMEMAKER	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	PERSONAL CARE	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
0A3B	RESPIRE (IN-HOME)	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3B	SCREENING & ASSESSMENT	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3E	ADULT DAY CARE	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3E	CAREGIVER TRAIN/SUPPORT (GRP)	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3E	CAREGIVER TRAIN/SUPPORT (IID)	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
0A3E	POWERFUL TOOLS FOR CAREGIVERS	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3E	RESPIRE (IN-HOME)	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3E	SCREENING & ASSESSMENT	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3ES	CHORE	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3ES	CHORE (ENHANCED)	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3ES	SCREENING & ASSESSMENT	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
0A3ES	SPECIAL MED EQUIP/SUPPLIES/SERVICES	-	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00
Total This Month's Request				0.00	0.00	0.00	0.00	0.00	#DIV/0!			
03C1	SERVICES		0.00	0.00	0.00	0.00	0.00	0.00				
03C2	SERVICES		0.00	0.00	0.00	0.00	0.00	0.00				
0A3B	SERVICES		0.00	0.00	0.00	0.00	0.00	0.00				
0A3E	SERVICES		0.00	0.00	0.00	0.00	0.00	0.00				
Total by Title				0.00	0.00	0.00	0.00	0.00				
				This Month's Repayment	Previous YTD Payments	Advance Amount	Advance Balance					
03C1	ADVANCE			0.00	0.00	0.00	0.00					
03C2	ADVANCE			0.00	0.00	0.00	0.00					
0A3B	ADVANCE			0.00	0.00	0.00	0.00					
0A3E	ADVANCE			0.00	0.00	0.00	0.00					
Total Advance Repayment				0.00	0.00	0.00	0.00					
03C1				0.00	0.00	0.00	0.00					
03C2				0.00	0.00	0.00	0.00					
0A3B				0.00	0.00	0.00	0.00					
Invoice Amount				0.00	0.00	0.00	0.00					
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>certify to the best of my knowledge and belief that the report is correct and data accuracy for billing submitted supports the request for the purposes set forth in the contract. I am being requested in this submission.</p> <p>Prepared by: _____ Date: _____ Approved by: _____ Date: _____</p>												

Other Fiscal Information

Program Code	Service Code	Current Month Amount	Current YTD Amount	Previous YTD Amount	Goal Amount	Goal Balance	Rate
O3C1	Program Income	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C1	Program Income Expenses	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C1	Cash Match	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C1	In-kind Match	0.00	0.00	0.00	0.00	0.00	0.00%
O3C1	NSIP	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C2	Program Income	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C2	Program Income Expenses	0.00	0.00	0.00	0.00	0.00	#DIV/0!
O3C2	Cash Match	0.00	0.00	0.00	0.00	0.00	0.00%
O3C2	In-kind Match	0.00	0.00	0.00	0.00	0.00	0.00%
O3C2	NSIP	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3B	Program Income	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3B	Program Income Expenses	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3B	Cash Match	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3B	In-kind Match	0.00	0.00	0.00	0.00	0.00	0.00%
OA3E	Program Income	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3E	Program Income Expenses	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3E	Cash Match	0.00	0.00	0.00	0.00	0.00	#DIV/0!
OA3E	In-kind Match	0.00	0.00	0.00	0.00	0.00	0.00%

**ATTACHMENT XIII
COST REIMBURSEMENT SUMMARY**

Cost Reimbursement Summary

Contract # _____

Report (invoice) Number: _____

Budget Category	Description	Number of units	Service Date	Amount
Expenses				
	TOTAL EXPENSES			

ATTACHMENT XIV

2025 OAA APPROVED RATES

DIVISION OF SENIOR AND VETERAN SERVICES			
OAA 2025 Rates			
Provider: 29172			
Program	Service	Service Code	Reimbursement Rate
OA3B	Adult Day Care - Days	ADCO	\$94.28
OA3B	Chore	CHO	\$25.50
OA3B	Case Management	CM	\$52.22
OA3B	Companionship	COMP	\$25.00
OA3B	Emergency Alert Response	EAR	\$1.08
OA3B	Chore (Enhanced)	ECHO	CR
OA3B	Homemaker	HMK	\$25.00
OA3B	Material Aid	MATE	CR
OA3B	Outreach	OTR	\$7.34
OA3B	Personal Care	PECA	\$25.00
OA3B	Respite In-Facility	RESF	\$11.76
OA3B	Respite In-Home	RESP	\$25.00
OA3B	Screening & Assessment	SCAS	\$54.12
OA3B	Specialized Medical Equipment, Services & Supplies	SCSM	CR
OA3B	Transportation	TRS	\$23.62
OA3B	Transportation	TRSM	\$23.62
O3C1	Congregate Meals	CNML	\$5.34
O3C1	Congregate Meals Managed Care	CNMLM	\$5.34
O3C1	Congregate Meals - Grab and Go	CNMLGO	\$5.34
O3C1	Emergency Home Delivered Shelf Meals	EHDM	\$5.34
O3C1	Nutrition Education	NTED	\$0.30
O3C1	Congregate Meals (Screening)	NTSC	\$30.80
O3C1	Nutrition Counseling - Individual	NUCOI	\$86.90
O3C1	Outreach	OTR	\$7.34
O3C2	Emergency Home Delivered Shelf Meals	EHDM	\$5.34
O3C2	Home Delivered Meals	HDM	\$5.34
O3C2	Home Delivered Meals - Frozen	HDMF	\$5.34
O3C2	Home Delivered Meals - Grab and Go	HDMGO	\$5.34
O3C2	Nutrition Education	NTED	\$0.30
O3C2	Nutrition Counseling - Individual	NUCOI	\$86.90
O3C2	Outreach	OTR	\$7.34
O3C2	Screening & Assessment	SCAS	\$54.12
OA3E	Adult Day Care - Days	ADCO	\$94.28
OA3E	Home Delivered Meals	HDM	\$5.34
OA3E	Outreach	OTR	\$7.34
OA3E	Respite In-Facility	RESF	\$11.76
OA3E	Respite In-Home	RESP	\$25.00
OA3E	Screening & Assessment	SCAS	\$54.12
OA3E	Transportation	TRS	\$23.62
OA3ES	Chore	CHO	\$25.50
OA3ES	Chore (Enhanced)	ECHO	CR
OA3ES	Material Aid	MATE	CR
OA3ES	Specialized Medical Equipment, Services & Supplies	SCSM	CR

ATTACHMENT XV
OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

I. Categories & Definitions

Direct Volunteers: Volunteers who have person-to-person contact with clients (e.g. I&R specialists, SHINE counselors, and individuals providing respite and companionship).

Indirect Volunteers: Volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff in planning, implementing, and evaluating the goals and objectives of an organization (e.g. speaker’s bureau volunteer, data entry, board members, etc.).

Episodic Volunteers: Volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect volunteers.

NOTE: A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

Unduplicated direct or indirect volunteers: Number of volunteers who perform service activities.

II. Survey Questions

- i. User input: Email address
- i. User input: Survey questions
 - 1. Number of unduplicated direct service volunteers.
 - 1. Number of unduplicated indirect service volunteers.
 - 2. Number of episodic volunteers engaged during the contract year.
 - 3. Total number of direct volunteer hours served.
 - 4. Total number of indirect volunteer hours served.
 - 5. Total number of episodic volunteer hours served.
 - 6. Number of clients served by volunteers.
 - 7. Number of volunteers age 60 or older.
 - 8. Number of volunteers under age 60.

III. Service Categories

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

Adult Day Care: Non-residential facility specializing in providing activities for elderly individuals or individuals with disabilities. Operates ten to twelve (10 – 12) hours per day and provides meals, social or recreational outings, and general supervision.

Advisory Council/Board Membership: Group of experts and leaders in an industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and who are responsible for a fiduciary role within the organization.

AmeriCorps: Network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

AmeriCorps Vista: VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen

community groups, and much more. This service produces volunteers who will provide direct services to clients.

Clerical/Administration: Complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

Companionship Programs: Programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.

Congregate Meals: Meal service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

Consumer Education/Counseling: Enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

Disaster Preparation/Recovery: Services provided in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

Education: Community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

Foster Grandparents: Provides a way for volunteers age 55 and older to stay active by serving children and youth in their communities, through tutoring and mentoring.

Fundraising: Any service directly related to the solicitation of contributions for a committee, program, or organization.

Health Promotion: Programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

Home Delivered Meals: Meal service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

Homemaker Programs: Programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

Home Repair: Home improvement, remodeling, or handyman work, including small odd jobs, and routine tasks.

Information and Referral: One-to-one services directing elders to appropriate programs and resources based on elders' needs and specialized knowledge of aging services within the community.

Intergenerational: Activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

Legal Assistance: Legal services to elders age 60 and older that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

RSVP: Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

Recreation: Programs for older adults including health education, physical activity, and coordinated screening for physical and mental health.

RELIEF: Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer's disease and related dementia.

Respite: Service that provides a temporary break for a family member from daily caregiving responsibilities.

Safety Education Programs: Programs on home safety, driver's safety fall prevention, and other general safety educational topics provided by a volunteer to the aging network.

Senior Companions: Volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

Elder Abuse Prevention Programs: Prevention strategies for elder abuse neglect, and exploitation, fraud, scams, identity theft, and programs on home safety.

SHINE and Florida SHINE/SMP: The SHINE Program provides free and unbiased counseling through a dedicated network of volunteers, empowering Florida seniors to make informed decisions. Through the SHINE Program, SHINE volunteers help Medicare beneficiaries, their families, and caregivers through education, counseling and assistance. Through the SHINE/SMP (Senior Medicare Patrol) Program, volunteers also educate beneficiaries to protect, detect and report potential errors, fraud, and abuse with their Medicare Coverage.

Special Events: Time-limited events.

Speakers' Bureau: Service that provides the right professional speaker for every type of event.

Telephone Reassurance: Scheduled telephone calls to check on homebound elders, which may include a friendly visit from law enforcement or volunteers.

Transportation: Service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy

ATTACHMENT XVI

SEMI-ANNUAL REPORT OF PROVIDER OUTREACH

PROVIDER NAME _____

SEMI-ANNUAL PERIOD _____

Event Number	Type of Event or Activity	Date	Location (Including Zip Code)	Total # of Participants Reached	Individual Service Needs Identified	Referral Sources or Information Provided

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

ATTACHMENT XVII

REQUEST FOR REIMBURSEMENT

REQUEST FOR REIMBURSEMENT Nutrition Services Incentive Program			
PROVIDER NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : A. Payment Request: Regular _____ Final _____ B. Method of Payment Reimbursement	THIS REQUEST PERIOD: From _____ To _____ Report # _____ Contract # _____ PSA # 9	
CERTIFICATION: I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for purposes set forth in the contract documents.			
Prepared by:	Date:	Approved by:	Date:
PART A: Reimbursement Computation: 1. Number of Meals Served 2. Line 1 Times \$ _____ Per Meal (Current Year) 3. Line 1 Times \$ _____ Per Meal (Previous Year) 4. Amount to be Reimbursed 5. TOTAL	Current Year 0.00 \$0.00 \$0.00 \$0.00 \$0.00	Previous Year 0.00 \$0.00 \$0.00 \$0.00	CURRENT MONTH 0.00 \$0.00 \$0.00 \$0.00
PART B: Contract Summary/Status - USDA Cash 6. Approved Contract Amount 7. Reimbursement Requested through Last Report 8. Contract Balance per Last Report 9. Amount to be Reimbursed - this report 10. Contract Balance	Current Year \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Previous Year \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Grand Total (Combined Totals) \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

PSA/PROVIDER MONTHLY MEAL REPORT

1. PSA 09

2. Providers Name _____

3. Month of _____

4. Number of days served _____

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

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

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

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

Approved By _____ Date _____

DOEA FORM 118

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency of Palm Beach/Treasure Coast, Inc. is awarding the Palm Beach County Board of County Commissioners Older Americans Act funds for the 2025 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2025; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2025. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will provide reimbursement at the new contract rate and funding back to January 1, 2025 service date as to prevent services from being delayed or interrupted and assure all funds are reimbursed. The extension until May 1, 2025 allows the Division of Senior Services to start utilizing the new contract funding prior to the date signed by all parties.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2025.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Name

Title

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

Date

Attestation Statement

Agreement/Contract Number IA025-9500

Amendment Number N/A

I, Maria G. Marino, Mayor, attest that no changes or revisions have
(Provider Representative)

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

Signature of Provider Representative

Date

Approve As To Form
And Legal Sufficiency
By: _____
County Attorney

Attest: Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
By: _____
Deputy Clerk

25-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 144 - 123124*628

BGRV 144 - 123124*265

FUND FUND (1006) - DOSS - Administration

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 1/7/25	REMAINING BALANCE
REVENUES									
144-1457-3168	Fed Grant Indirect - Human Services	DOSS-3B	1,271,300	1,295,062	395,173		1,690,235	191,404	1,498,831
144-1458-3162	Physical Health & Nutrition	DOSS-C1	101,887	60,502		2,548	57,954	3,990	53,964
144-1458-3168	Fed Grant Indirect - Human Services	DOSS-C1	726,530	246,421	711,734		958,155	94,494	863,661
144-1459-3162	Physical Health & Nutrition	DOSS-C2	91,433	58,215	34,787		93,002	4,956	88,046
144-1459-3168	Fed Grant Indirect - Human Services	DOSS-C2	822,153	666,288	754,904		1,421,192	81,119	1,340,073
144-1461-3168	Fed Grant Indirect - Human Services	DOSS-3E	176,000	164,437	139,540		303,977	46,416	257,561
	Total Fund Revenues		14,889,030	15,827,573	2,036,138	2,548	17,861,163		
EXPENDITURES									
144-1457-3401	Other Contractual Services	DOSS-3B	1,369,705	1,393,467	395,173		1,788,640	279,016	1,509,624
144-1458-3419	Contracted Food	DOSS-C1	780,948	259,454	709,186		968,640	231,826	736,814
144-1459-3419	Contracted Food	DOSS-C2	828,771	639,688	789,691		1,429,379	124,125	1,305,254
144-1461-3401	Other Contractual Services	DOSS-3E	206,247	194,684	139,540		334,224	65,721	268,503
	Total Fund Expenditures		14,889,030	15,827,573	2,033,590	0	17,861,163	3,199,153	14,662,010

SIGNATURES



Initiating Department/Division

DATES

2/12/25

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 3/11/2025

Deputy Clerk to the
Board of County Commissioners