

**STANDARD CONTRACT**

**THIS CONTRACT** is entered into between the Northwest Florida Area Agency on Aging (Agency ) and (Contractor), collectively referred to as the “Parties.” The term Contractor 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 Contractor 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 set forth herein, the Parties agree as follows:

**1. Purpose of Contract:**

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

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

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract 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 contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

**3. Term of Contract:**

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2020** or on the date the contract 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., Central Standard Time **June 30, 2021**.

**4. Contract Amount:**

The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$\$\$\$\$\$, 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 contract.

**5. Renewals:**

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

**6. Compliance with Federal Law:**

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

**6.1.1** The Contractor 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 contract contains federal funds and is over \$100,000.00, the Contractor 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 Contractor shall report any violations of the above to the Agency.

**6.1.3** Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor 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 award with an amount expected to equal or exceed \$25,000.00 and certain other contract 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 Part 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 Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

**6.2** The Contractor 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 contract by the Agency.

**6.3** If the Contractor 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 Contractor must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.

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

**6.5** Unless exempt under 2 CFR § 170.110(b), the Contractor 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, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Contractors 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 contract 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 contract contains state financial assistance funds, the Contractor 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 Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

**7.3.1** The Contractor shall perform all tasks contained in Attachment I.

**7.3.2** The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the AGENCY Contract Manager prior to payment.

**7.3.3** The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

**7.3.4** The Contractor 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 contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

**7.3.6** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.

**7.4** If clients are to be transported under this contract, the Contractor 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 Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The Agency may, at its option, terminate the Contract if the Contractor 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 Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

## **8. Background Screening:**

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to Sections 430.0402(2)-(3), F.S. The Contractor 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. To demonstrate compliance with this provision, Contractor shall submit the Background Screening Affidavit of Compliance (Screening Form) to the Agency within thirty (30) days of execution of this contract. Should the Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

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

## **9. Grievance Procedures:**

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures 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. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor's determination(s).

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

**10.1** By execution of this contract, Contractor 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 contracted services.

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

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

**10.1.4** Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor to the Agency or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Records Coordinator  
Florida Department of Elder Affairs  
4040 Esplanade Way  
Tallahassee, Florida 32399  
850-414-2114  
doeapublicrecords@elderaffairs.org**

- 10.3** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

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

- 11.1** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the Agency under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Agency.
- 11.3** Upon demand, at no additional cost to the Agency, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall ensure 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 and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Agency as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract 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 contract the Contractor understands and will comply with this subsection.

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

- 12.1** The Contractor 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 contract 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 Contractor 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.
- 12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor 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 any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor 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 contract and denial of further assistance.

**13. Monitoring by the Agency:**

The Contractor shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Agency of the satisfactory performance of the terms and conditions of this contract. Following such review, the Agency will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Agency's Contract Manager.

**14. Provision of Services:**

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

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

If the Contractor 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 contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include the Agency, the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, and the Department of Veterans' Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

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

The Contractor shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract.

**17. Indemnification:**

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

**17.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

**18.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Agency has the most current written verification of insurance coverage throughout the term of this contract. 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 contract.

**18.2** Throughout the term of this contract, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract 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.

**19. Confidentiality of Information:**

The Contractor shall not use or disclose any information concerning a recipient of services under this contract 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.

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

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

**21. Incident Reporting:**

**21.1** The Contractor shall notify the Agency immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Agency's Contract Manager (by telephone) with an email to immediately follow.

**21.2** The Contractor 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 Contractor, its Subcontractors, and their employees.

**22. Bankruptcy Notification:**

During the term of this contract, the Contractor shall immediately notify the Agency if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor 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 Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), “Northwest Florida Area Agency on Aging, Inc.” and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Northwest Florida Area Agency on Aging 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.
- 23.2** The Contractor shall not use the words “Northwest Florida Area Agency on Aging Inc” or “State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Agency prior to such use.

**24. Assignments:**

- 24.1** The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.
- 24.2** The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.
- 24.3** This contract shall remain binding upon the successors in interest of the Contractor and the Agency.

**25. Subcontracts:**

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Agency deems necessary. The Contractor further agrees that the Agency will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Agency against any such claims.
- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

**26. Independent Capacity of Contractor:**

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

**27. Payment:**

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The AGENCY Contract Manager will have final approval of the Contractor’s invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Agency’s finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

**28. Return of Funds:**

The Contractor 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 contract, that were disbursed to the Contractor by the Agency. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor 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 Agency Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Agency notification or Contractor discovery.

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

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, 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 Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

**30. Computer Use and Social Media Policy:**

The Department has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, Other Personal Services (OPS) employees and volunteers, including all personnel affiliated with third parties, such as, but not limited to, contractors and subcontractors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. This policy is available on the Department's website at: <http://elderaffairs.state.fl.us/doea/financial.php>.

**31. Conflict of Interest:**

The Contractor 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 Contractor or Subcontractor shall participate in the selection or in the award of a contract 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 being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor'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 contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor'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 Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

**33.1.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

**33.1.2** Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

**33.1.3** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Agency in accordance with its rules.

**33.1.4** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**33.2** The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

**33.3** The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

**33.3.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

**34. Patents, Copyrights, Royalties:**

If this contract 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 contract or in any way connected with this contract, 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 contract, the Contractor shall refer the discovery, invention, or copyrightable material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract 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 contract.

**34.1** If the primary purpose of this contract 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 contract 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 Contractor 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 Agency 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** If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the AGENCY Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Agency of emergency provisions.

**35.2** In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

**36. Equipment:**

**36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

**36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Contractor shall promptly investigate, fully document, and notify the DOEA Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the AGENCY Contract Manager.

**36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:

**36.3.1** Property records must be maintained that include a description of the equipment;

**36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

**36.3.3** Source of funding for the equipment, including the federal award identification number;

**36.3.4** Whether title vests in the Contractor or the federal government;

**36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);

**36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

**36.3.7** Location, use and condition of the equipment and the date the information was reported;

**36.3.8** Unit acquisition cost; and

**36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

**36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.

**36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).

**36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.

**36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

**36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

**36.5** The Contractor shall not dispose of any equipment or materials provided by the Agency or purchased with funds provided through this contract without first obtaining the approval of the Agency Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Agency's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).

**36.6** The AGENCY Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.

**36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

**36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

**36.9** The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Agency's ITR procedures.

### **37. Use of State Funds to Purchase or Improve Real Property:**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

### **38. Dispute Resolution:**

Any dispute concerning performance of the contract shall be decided by the AGENCY Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

### **39. Financial Consequences:**

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Agency shall impose financial consequences as stated in Attachment I.

### **40. No Waiver of Sovereign Immunity:**

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

**41. Venue:**

If any dispute arises out of this contract, the venue of such legal recourse shall be Escambia County, Florida.

**42. Entire Contract:**

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

**43. 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.

**44. Severability Clause:**

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

**45. Condition Precedent to Contract Appropriations:**

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

**46. Addition/Deletion:**

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

**47. Waiver:**

The delay or failure by the Agency to exercise or enforce any of its rights under this contract 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.

**48. Compliance:**

The Contractor 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 Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of the Agency.

**49. Final Invoice:**

The Contractor shall submit the final invoice for payment to the Agency no later than one (1) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor 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 contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Agency.

**50. Renegotiations of Modifications:**

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

**51. Suspension of Work:**

The Agency may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Agency shall provide the Contractor 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 Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Agency shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**52. Termination:**

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

**53.2 Termination for Cause.** The Agency may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. 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 Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor 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 Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor 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 contract.

**53. Electronic Records and Signature:**

The Agency authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor 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 contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

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

**54.2** Upon request by the Agency, the Contractor 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.

**54. Contract Manager:**

The Agency may substitute any Agency employee to serve as the Agency Contract Manager.

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

<b>a.</b>	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	
<b>c.</b>	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	
<b>d.</b>	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Northwest Florida Area Agency on Aging 5090 Commerce Park Circle Pensacola, FL 32505
<b>e.</b>	The name, address, and telephone number of the Contract Manager for this contract is:	
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

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

This contract and its Attachments I – XIV, 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 contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this fifty-four (54) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:** Council on Aging of West Florida  
Inc

**NORTHWEST FLORIDA AREA AGENCY ON  
AGING**

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

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

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

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

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

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

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

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

Federal Tax ID: 59-1373939

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**ATTACHMENT I  
STATEMENT OF WORK**

**I. SERVICES TO BE PROVIDED**

**A. Definitions of Terms**

**1. Contract Acronyms**

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Access Priority Consumer List (APCL)

Adult Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT)

Code of Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for the Disabled Adult (CCDA)

Community Care for the Elderly (CCE)

Client Information and Registration Tracking System (CIRTS)

Department of Children and Families (DCF)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Instrumental Activities of Daily Living (IADLs)

Notice of Instruction (NOI)

Planning and Service Area (PSA)

Service Provider Application (SPA)

Summary of Programs and Services (SOPS)

**2. Program Specific Terms**

**Administrative Funding:** Contract dollars that are allocated to support the Contractor's expenses incurred in the management and operation of the CCE Program, as stipulated in this contract.

**Adult Protective Services Referral Tracking Tool (ARTT):** A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

**Ageing Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to DOEA's community-based services.

**SPA:** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026) and Agency instructions. The SPA includes performance measures and unit rates per service offered per county.

**SPA Update:** A revision to the SPA wherein the Contractor enters CCE-specific data in the CIRTS. An update may also include other revisions to the SPA as instructed by the Agency.

**Agency of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**NOI:** DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <http://elderaffairs.state.fl.us/does/nois.php>.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

**Summary of Programs and Services (SOPS):** A document produced by DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

## B. General Description

### 1. General Statement

The primary purpose of the CCE Program is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions.

### 2. Community Care for the Elderly Mission Statement

The CCE Program assists functionally impaired elderly persons in living dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization, and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (60) and older may be assured the least restrictive environment suitable to their needs.

### 3. Authority

The relevant authority governing the CCE Program includes:

- a. Sections 430.201-430.207, F.S.;
- b. Rule Chapter 58C-1, F.A.C.; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.010.

### 4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of CCE Program. The program services shall be provided in a manner consistent with the Contractor's current SPA, as updated, and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

### 5. Major Program Goals

The major goals of the CCE Program are to preserve the independence of elders and prevent or delay costlier institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency, and to provide a continuum of service alternatives that meets the diverse needs of functionally-impaired elders.

**C. Clients to be Served****1. General Description**

The CCE Program provides a continuum of services for functionally-impaired elders age sixty (60) and older.

**2. Client Eligibility**

To receive services under this contract, an applicant must:

- a. Be at least sixty (60) years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment and at least an annual reassessment; or
- b. Be aging out as defined in Section I.A.2. of this contract.
- c. Clients cannot be dually enrolled in the CCE Program and a Medicaid-capitated long-term care program.

**3. Targeted Groups**

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected, or exploited.

**4. Client Determination**

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

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

To achieve the goals of the CCE Program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

**1. Client Eligibility Determination**

The Contractor 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. Assessment and Prioritization of Service Delivery for New Clients**

The Contractor shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of the Agency to remove existing clients from services to serve new clients being assessed and prioritized for service delivery.

- a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within seventy-two (72) hours after referral to the Agency or as established in accordance with local protocols developed between Agency service contractors and APS. The Contractor shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.
- b. For DCF APS Low, Intermediate, and High-Risk Referrals for individuals enrolled in a Medicaid long-term care program at the time of referral to the Contractor or subcontractor, the Contractor shall:
  - i. Ensure that the intake entity contacts and notifies the DCF APS protective investigator that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and
  - ii. Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.
- c. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.

- d. Aging Out individuals: Individuals receiving CCDA and HCDA services through DCF's Adult Services transitioning to community-based services provided through the Agency when DCF's services are not currently available.
- e. Service priority for individuals not included in a., c., or d. above, regardless of referral source, will be determined through the Agency's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

### **3. Referrals for Medicaid Waiver Services**

- a. The Contractor must require subcontractors, through the performance of the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.
- b. The Contractor must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services to receive community-based services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.
- c. The Contractor must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

### **4. Program Services**

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Agency, and the current DOEA Handbook.

## **B. Use of Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Contractor 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 Contractor shall notify the Agency's Contract Manager and the Agency's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract 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 Contractor shall submit a copy of all subcontracts to the Agency's Contract Manager within thirty (30) days of the subcontract being executed.

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

The Contractor shall monitor, at least once per year, each of its subcontractors, subrecipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor 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 Contractor shall monitor to ensure that the budget is met, the scope of work is accomplished within the specified time periods, and all other performance goals stated in this contract are achieved.

### **3. Copies of Subcontractor Monitoring Reports**

The Contractor shall forward a copy of all subcontractor monitoring reports to the Agency's Contract Manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

**C. Staffing Requirements**

**1. Staffing Levels**

The Contractor shall dedicate its own staff as necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the current DOEA Handbook.

**3. Service Times**

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs including, 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.

**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 contract.

**1. Delivery of Service to Eligible Clients**

The Contractor shall ensure the provision of a continuum of services that meets the diverse, individual, and assessed needs of each functionally-impaired elder. The Contractor shall ensure that performance and reporting of the following services are in accordance with the Contractor’s current Department-approved SPA, the current DOEA Handbook, and Section II.A.1.-4., of this contract. 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. Core Services for Programmatic Operation**

The Contractor shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. The Contractor shall not directly provide core services to clients. Core services, to be provided at the unit rate identified in the Contractor’s SPA, as updated, include the following:

- (1) Adult Day Care;
- (2) Chore Services;
- (3) Companionship;
- (4) Escort;
- (5) Financial Risk Reduction;
- (6) Home Delivered Meals;
- (7) Homemaker;
- (8) Housing Improvement;
- (9) Legal Assistance;
- (10) Pest Control Services;
- (11) Respite Services;
- (12) Shopping Assistance; and
- (13) Transportation.

**b. Health Maintenance Services**

The Contractor shall ensure that health maintenance services are made available as necessary to help maintain the health of functionally-impaired elders. These services are limited to medical therapeutic services and non-medical prevention services. Typical services to be provided at the unit rate identified in the Contractor’s SPA, as updated, include the following:

- (1) Adult Day Health Care;
- (2) Emergency Alert Response;
- (3) Gerontological Counseling;
- (4) Health Support;
- (5) Home Health Aide;
- (8) Nutrition Counseling;
- (9) Occupational Therapy;
- (10) Personal Care;
- (11) Physical Therapy;
- (12) Skilled Nursing Services;

- (6) Medication Management;
- (7) Mental Health Counseling/Screening;
- (13) Specialized Medical Equipment, Services, and Supplies; and
- (14) Speech Therapy.

**c. Other Support Services**

The Contractor shall ensure that support services expand the continuum of care options to assist functionally-impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Contractor’s SPA, as updated, include the following:

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Intake;
- (5) Material Aid; and
- (6) Other services, as approved by the Agency.

**2. Service Units**

The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment XIV, Service Rate Report, lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Contractor’s SPA as updated, as shown in Attachment XIV, and approved by the Agency.

**3. Administrative Responsibilities**

The Contractor shall provide management and oversight of CCE Program operations in accordance with the current DOEA Handbook and the Agency-approved Contractor’s SPA . Management and oversight of CCE Program operations include the following:

- a. Developing a competitive solicitation process for allocation of CCE funds, including appeal procedures for handling disputes involving the Lead Agency;
- b. Developing an SPA and updating it annually, at a minimum, as directed by the Agency;
- c. Designating appropriate and capable Lead Agencies and establishing vendor agreements at the AAA level, when applicable for Lead Agency and CCE services according to manuals, rules, and agreement procedures of DOEA;
- d. Providing technical assistance and training to Lead Agencies, subcontractors, and vendors to ensure provision of quality services;
- e. Monitoring and evaluating Lead Agencies, subcontractors, and vendors for fiscal, administrative, and programmatic compliance;
- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for Lead Agencies at least annually;
- h. Establishing procedures for handling recipient complaints and ensuring 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, Contractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Agency; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

**E. Reports**

The Contractor shall respond within ten (10) business days, or within deadlines established by the Agency, to the Agency's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Agency's reporting requirements.

### **1. SPA Update and All Revisions Thereto**

The Contractor is required to submit an SPA and an annual update wherein the Contractor enters CCE-specific data in the CIRTS. The Contractor may also be required to submit revisions to the SPA as instructed by the Agency.

### **2. CIRTS Reports**

The Contractor shall ensure timely input of CCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:

- a. Client Reports;
- b. Monitoring Reports;
- c. Services Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports;
- f. Aging and Disability Resource Center Reports; and
- g. Outcome Measurement Reports.

### **3. Annual Service Cost Reports**

The Contractor shall require subcontractors to submit Annual Service Cost Reports, which reflect the actual costs of providing each service by program. The Contractor shall submit to the Agency's Contract Manager an Annual Service Cost Report by May 1, 2021.

### **4. Surplus/Deficit Reports**

The Contractor shall submit a Consolidated Surplus/Deficit Report, in a format provided by the Agency, to the Department's Contract Manager by the 20th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Agency and must include the following:

- a. A list of all subcontractors and their current status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Agency will be resolved;
- c. Recommendations to transfer funds within the PSA or to other AAAs to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- e. Number of clients currently on the APCL that receive a priority ranking score of 4 or 5; and
- f. Number of clients currently on the APCL designated as Imminent Risk.

### **5. Co-Pay Collections Report**

The Contractor shall submit a consolidated annual co-payment collections report to the Agency's Contract Manager by August 30, 2020, using Attachment 5, located in Appendix B of the current DOEHA Handbook.

### **6. Program Highlights**

The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2019-2020 by September 15, 2020. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency.

**F. Records and Documentation****1. Requests for Payment**

The Contractor shall maintain documentation to support Requests for Payment (Attachment XI) that shall be available to the Agency or authorized individuals, such as the Department of Financial Services (DFS), upon request.

**2. CIRTS Data and Maintenance**

The Contractor shall ensure monthly collection and maintenance of client and service information in CIRTS or any such system designated by the Agency.

**3. CIRTS Address Validation**

The Contractor shall work with the Agency to ensure client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Agency will provide direction on how to validate CIRTS addresses to ensure these can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped and the Contractor will be responsible for working with the Lead Agencies to correct addresses, and send a list to the Agency with confirmed addresses. The Agency will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Lead Agencies.

**4. Data Integrity and Back up Procedures**

Each Contractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed-up data shall be stored in a secure, offsite location.

**5. Policies and Procedures for Records and Documentation**

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

**G. Performance Specifications****1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.2. of this contract;
- b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A.1.-4 and Section II.D.1.-3. of this contract;
- c. Timely and accurately submit to the Agency all required documentation and reports described in Section II.E.;
- d. Timely and accurately submit to the Agency Attachments XI, XII, and XIII, and supporting documentation, in accordance with Attachment X, Invoice Report Schedule; and
- e. Develop and document strategies in the SPA to support the Agency's standard of performance achievement, including increases for the following:
  - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
  - ii. Percentage of active clients eating two or more meals per day;
  - iii. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
  - iv. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
  - v. After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care;



- vi. Percentage of clients who are at imminent risk of nursing home placement who are served with community-based services;
  - vii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours; and
  - viii. Percentage of elders assessed with high or moderate risk environments who improved their environment score.
2. The Contractor's performance of the measures in Section II.G.1. above will be reviewed and documented in the Agency's Annual Programmatic Monitoring Report.

### 3. **Monitoring and Evaluation Methodology**

The Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency's determination of acceptable performance shall be conclusive. The Contractor 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.

## H. **Contractor Responsibilities**

### 1. **Contractor Accountability**

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this contract, the Contractor agrees to be held accountable.

### 2. **Coordination with Other Providers and/or Entities**

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

## **I. Agency Responsibilities**

### **1. Agency Obligations**

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

### **2. Agency Determinations**

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

## **III. METHOD OF PAYMENT**

### **A. Payment Methods Used**

The method of payment for this contract is a combination of fixed-fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Contractor performance. The Agency will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with other terms and conditions of this contract.

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

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in the Service Rate Report (Attachment XIV) per unit of service.

#### **2. Cost Reimbursement**

Payment may be authorized only for allowable expenditures which are in accordance with the services specified in the Service Rate Report (Attachment XIV). All Cost Reimbursement Requests for Payment must include a Receipt and Expenditure Report (Attachment XII) as well as a Cost Reimbursement Summary form (Attachment XIII), beginning with the first month of this contract. The Agency reserves the right to review supporting documentation for any cost reimbursement requests.

#### **3. Advance Payments**

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Agency's Contract Manager. For the first month's advance request, the Contractor shall provide to the Agency's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Agency's Contract Manager, in his or her sole discretion, has determined that there is justified need for an advance, the Agency will issue approved advance payments after July 1st of the contract year.

- a.** Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advanced funds with Report Number 5, due to the Agency on October 25, 2020, in accordance with the Invoice Report Schedule (Attachment X).
- b.** All advance payments retained by the Contractor must be fully expended no later than September 30, 2020. Any portion of advance payments not expended must be recouped on the Request for Payment (Attachment XI), Report Number 5, due to the Agency on October 20, 2020, in accordance with the Invoice Report Schedule (Attachment X).
- c.** All advance payments made to the Contractor shall be reimbursed to the Agency as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for

Payment (Attachment XI), starting with Report Number 5, in accordance with the Invoice Report Schedule (Attachment X).

## **B. Funding Distribution**

The Contractor agrees to distribute funds as detailed in the SPA update and the Annual Budget Summary (Attachment IX). Any changes in the total amounts of the funds identified on the Annual Budget Summary form require a contract amendment.

## **C. Method of Invoice Payment**

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Agency of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MyFloridaMarketPlace (MFMP) during registration;
2. Request payment monthly for the units of services established in the Contractor's approved SPA, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report (Attachment XIV) of the contract. 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. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the Agency's Contract Manager for written approval. Any change to the total contract amount requires a formal contract amendment;
3. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit the consolidated information to the Agency using forms Request for Payment (Attachment XI), Receipt and Expenditure Report (Attachment XII), and Cost Reimbursement Summary (Attachment XIII) for services. which must include itemized expenditure categories; and
4. All Requests for Payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is set forth in the Invoice Report Schedule (Attachment X).

## **D. Payment Withholding**

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

## **E. Final Invoice Instructions**

The Contractor shall submit the final Request for Payment to the Agency no later than August 1, 2021.

## **F. CIRTS Data Entries for Subcontractors**

The Agency shall require Contractors to enter all required data for clients and services in the CIRTS database in accordance with the current DOEA Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data into the CIRTS prior to submitting their Requests for Payment and Expenditure Reports to the Agency . The Agency shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates for the Requests for Payment and Receipt and Expenditure reports that Contractor must submit to the Agency.

## **G. Contractors' Monthly CIRTS Reports**

The Agency shall require Contractors to run monthly CIRTS reports and to verify that client and service data in the CIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Receipt and Expenditure Report and must be reviewed by the Agency before the Contractor's Request for Payment and Receipt and Expenditure Reports can be approved by the Agency.

## **H. Corrective Action Plan**

1. Contractor shall ensure one hundred percent (100%) of the deliverables identified in Section II.D.1.-3. of this contract are performed pursuant to contract requirements.

2. If at any time the Contractor is notified by the Agency's Contract Manager that it has failed to correctly, completely, and/or adequately perform contract deliverables identified in Section II.D.1.-3. of this contract, the Contractor will have ten (10) days to submit a CAP to the Agency's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the time approved by the Agency's Contract Manager. The Agency shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.I. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a financial consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time specified in the CAP, the Agency shall deduct the percentage established in Section III.I. of this contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP, the Agency shall deduct the percentage established in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

#### **I. Financial Consequences**

The Agency will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Agency according to the requirements referenced in Section II.D. of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.D. of this contract:

1. Delivery of services to eligible clients as referenced in Section II.A.1.-2. and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin on the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.H.;
2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current DOEA Handbook, the service tasks described in Section II.A., and the Service Rate Report (Attachment XIV), and/or failure to submit required documentation will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Agency approved CAP, referenced in Section III.H.;
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of CCE Program operations will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.H.;
4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Agency's Contract Manager will result in a two percent (2%) reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.H.; and
5. Exceptions may be granted solely, in writing, by the Agency's Contract Manager.

**IV. SPECIAL PROVISIONS****A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Agency's Contract Manager in writing no later than June 1, 2021; email requests are considered acceptable.

**B. Contractor's Financial Obligations****1. Matching, Level of Effort, and Earmarking Requirement**

The Contractor must provide a match of at least ten percent (10%) of the cost for all CCE services. The match must be made in the form of cash and/or in-kind resources. At the end of the contract period, all CCE funds expended must be properly matched. State funds shall not be used to match another state-funded program.

**2. Cost Sharing and Co-Payments**

Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with CCE must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed to consumers by subcontractors or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section IV.B.1.

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

The Contractor is expected to spend all funds provided by the Agency for the purpose specified in this contract. The Contractor must manage the service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period. If the Agency determines that the Contractor is not spending service funds accordingly, the Agency may transfer funds to other Lead Providers during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

**4. Contract Limits**

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

**C. Remedies for Nonconforming Services**

1. The Contractor shall ensure that all goods and/or services provided under this contract 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 Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment form certifies maintenance of supporting documentation and acknowledgement that the Contractor 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**

The Contractor shall notify the Agency immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to

perform the services required to be performed under this contract and in authorizing proviso. Such notice shall be made orally to the Agency's Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

#### **E. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Contractor 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 other governmental agency, the Contractor shall notify the Inspector General at the Agency immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

#### **F. Volunteers**

The Contractor 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 Contractor 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).

#### **G. Enforcement**

1. In accordance with Section 430.04, F.S., the Agency shall rescind designation of an Lead Provider agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Agency, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Agency finds that any of the following have occurred:
  - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
  - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
  - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Agency standards;
  - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
  - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract 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 Contractor has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets; or
  - g. The Contractor has failed to implement and maintain a 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 Escambia County, Florida. In the event the Agency initiates action to rescind an area agency on aging designation, the Agency shall follow the procedures set forth in 42 U.S.C. § 3025(b).

#### **H. Contract Modifications**

The Agency's Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Agency's Contract Manager, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Agency's Contract Manager to the

Contractor and are subject to the discretion of the Agency's Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

***END OF ATTACHMENT***

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

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 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 Agency staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event the Agency determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor 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 Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor 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 Contractor 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 Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

**PART II: STATE FUNDED**



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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor 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 Chapter 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 contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider **all sources** of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 contracts with the Agency shall be based on the contract'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 contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract 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 contract number for each contract with the Agency in effect during the audit period. For local governmental 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 Contractor'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 Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

### **PART III: REPORT SUBMISSION**

Copies of financial 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 Contractor directly to each of the following:

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

**Florida Department of Elder Affairs  
Attn: Audit Repository  
4040 Esplanade Way, Suite 235S  
Tallahassee, Florida 32399-7000**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Agency at the following address:

The Auditor General's Office at the following address:

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

Any reports, management letters, or other information required to be submitted to the Agency pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Agency for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

**PART IV: RECORD RETENTION**

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

**ATTACHMENT II-EXHIBIT 1**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

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

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Contractors 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 Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

**STATE FINANCIAL ASSISTANCE.** Contractors 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:

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 II-EXHIBIT 2  
FUNDING SUMMARY (2020 - 2021)**

**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 SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

<b>GRANT AWARD (FAIN#):</b>		<b>FEDERAL AWARD DATE:</b>	
<b>DUNS NUMBER:</b>			
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL FEDERAL AWARD</b>			

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

**FEDERAL FUNDS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL STATE AWARD</b>			

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
Community Care for the Elderly	General Revenue	65.010	
<b>TOTAL AWARD</b>			

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT 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**

AGENCY 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.

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Agency.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
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 AGENCY 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 AGENCY 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 Agency 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 Agency, 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 Agency staff and/or any party designated by the Agency 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 Agency. Maintenance includes valid exports and backups of all data and systems according to Agency 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 Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred by the Agency and any attorneys' fees assessed or awarded against the Agency 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 Agency and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

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

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

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.

<b>Signature and Title of Authorized Representative</b>	<b>Street Address</b>
<b>Contractor</b>	<b>Date</b>
	<b>City, State, Zip code</b>

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

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

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

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

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

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

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b>
<b>APPLICANT ORGANIZATION</b>	<b>DATE SUBMITTED</b>

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

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

**PART I: READ THE 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:

\_\_\_\_\_

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:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

**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? N/A YES NO

\_\_\_\_\_

7. Compare the staff composition to the population. Is staff representative of the population? 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? 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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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 ensure 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 Part 80. This is usually a standard part of the contract language for DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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 Agency 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 VII  
BACKGROUND SCREENING



**BACKGROUND SCREENING**  
**Affidavit of Compliance - Employer**

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

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (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 area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

As the duly authorized representative of \_\_\_\_\_  
*Employer Name*

located at \_\_\_\_\_  
*Street Address City State ZIP code*

I, \_\_\_\_\_ do hereby affirm under penalty of perjury  
*Name of Representative*

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

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

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

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

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

**ATTACHMENT X  
INVOICE REPORT SCHEDULE**

<b>Report Number</b>	<b>Based On</b>	<b>Submit to State on this Date</b>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Invoice	August 20
4	August Invoice	September 20
5	September Invoice	October 20
6	October Invoice	November 20
7	November Invoice	December 20
8	December Invoice	January 20
9	January Invoice	February 20
10	February Invoice	March 20
11	March Invoice	April 20
12	April Invoice	May 20
13	May Invoice	June 20
14	June Invoice	July 20
15	Final Invoice	August 1

Legend: \* Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to July 1 or until the agreement with the Agency has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XI).

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Department, payment is to accompany the report.

**ATTACHMENT XI  
REQUEST FOR PAYMENT**

**COMMUNITY CARE FOR THE ELDERLY**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT : Regular _____  Advance _____	Contract # _____ Contract Period _____ Report Period _____ Report # _____ Invoice # _____ PSA _____
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CERTIFICATION: I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.

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

PART A: BUDGET SUMMARY	CCE Admin.	CCE Services		TOTAL
1. Approved Contract Amount	\$ 0.00	\$ 0.00		\$ 0.00
2. Previous Funds Received for Contract Period	\$ 0.00	\$ 0.00		\$ 0.00
3. Contract Balance (line 1 minus line 2)	\$ 0.00	\$ 0.00		\$ 0.00
4. Previous Funds Requested and Not Received for Contract Period	\$ 0.00	\$ 0.00		\$ 0.00
5. CONTRACT BALANCE (line 3 minus line 4)	\$ 0.00	\$ 0.00		\$ 0.00

PART B: CONTRACT FUNDS REQUEST				
1. Anticipated Cash Need (1st - 2nd months)	\$ 0.00	\$ 0.00		\$ 0.00
2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)	\$ 0.00	\$ 0.00		\$ 0.00
3. TOTAL	\$ 0.00	\$ 0.00		\$ 0.00

PART C: NET FUNDS REQUESTED				
1. Less Advance Applied	\$ 0.00	\$ 0.00		\$ 0.00
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	\$ 0.00	\$ 0.00		\$ 0.00

List of Services / Units / Rates provided - See attached report.

**ATTACHMENT XII  
RECEIPT AND EXPENDITURE REPORT**

PROVIDER NAME, ADDRESS, PHONE # and FEID# _____	Program Funding :  CCE Admin. _____  CCE Services _____  PSA _____	Contract # _____  Contract Period _____  Report Period _____  Report # _____  Invoice # _____
---	--	---

CERTIFICATION : I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract.

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

PART A : BUDGETED INCOME / RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS				
5. Local In-Kind Match				
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Service Subcontractor(s)	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Adult Protective Services	\$0.00	\$0.00	\$0.00	#DIV/0!
4. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES  I. Program Income (PI) 1. CCE: PI Collected YTD \$ _____ (Includes fees collected)	II. Interest:  1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____	III. Advance Recouped  \$ _____
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PART D : CO-PAYMENTS	CURRENT MONTH	YEAR-TO-DATE
1. Total of Co-payments assessed	\$ _____	\$ _____
2. Total of Co-payments collected	\$ _____	\$ _____
(For Tracking Purposes only)		

### ATTACHMENT XIII COST REIMBURSEMENT SUMMARY

Contract #		Report (invoice) Number:		
Budget Category	Description	Number of units	Service Date	Amount
Administration				
TOTAL ADMINISTRATION				\$0.00
Expenses				
TOTAL EXPENSES				\$0.00

**ATTACHMENT XIV  
SERVICE RATE REPORT**