

**NORTHWEST FLORIDA AREA AGENCY ON AGING, INC.  
STANDARD CONTRACT**

**THIS CONTRACT** is entered into between the Northwest Florida Area Agency on Aging, Inc., (Agency) and [REDACTED] (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 of Elder Affairs 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 **January 1, 2023**, 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., Eastern Standard Time **December 31, 2023**.

**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 [REDACTED], 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) Part 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 [REDACTED], 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 [REDACTED] 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.

**7.8** Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.

**7.9** Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.

**7.10** The Contractor shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.

**7.11** The Contractor's Board shall hold all meetings in accordance with Chapters 286, Florida Statutes. No formal actions shall be considered binding except as taken or made at a meeting that has been properly noticed.

**7.12** The Contractor shall notice all Board meetings on their respective websites and in the Florida Administrative Register (FAR). To set up an account with FAR, send an email to [administrativecode@DOS.myflorida.com](mailto:administrativecode@DOS.myflorida.com).

**7.13** The Contractor shall also provide a notice, agenda and copies of any related meeting materials to the Agency Contract Manager.

**7.14** The Contractor shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

**8. Background Screening:**

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., are met regarding background screening for all contractor's and direct service providers' employees; administrators or similarly titled persons who are responsible for the day-to-day operation of the direct service provider; financial officers or similarly titled individuals who are responsible for the financial operation of the licensee or direct service provider; any persons who have a controlling interest; managers; supervisors; and volunteers, and as provided herein. The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (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 shall be submitted to the Agency every twelve (12) months, and the Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by the Agency's Contract Manager within thirty (30) days upon notification.

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 Department of Elder Affairs and the Agency to perform the contracted services.

10.1.2 Upon request from the Department of Elder Affairs and/or the Agency 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:**

**Contract Manager or Agency Records Management Designee  
Northwest Florida Area Agency on Aging  
5090 Commerce Park Circle  
Pensacola, Florida 32505  
850-494-7101**

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.
- 11.8 In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.
  - 11.8.1 The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
  - 11.8.2 The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.
  - 11.8.3 All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

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

- 12.1 The 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(s).

**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 Department of Elder Affairs, 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 of 1996, Public Law 104-191, 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(s) (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 : (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) and the "Northwest Florida Area Agency on Aging, State of Florida, Department of Elder Affairs." If the

sponsorship reference is in written material, the words “Northwest Florida Area Agency on Aging, 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, 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 Northwest Florida Area Agency on Aging, 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 related to this contractual agreement. 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 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. Social Media and Personal Cell Phone use:**

**30.1** Inappropriate use of social media and personal cell phones may pose risks to Northwest Area Agency on Aging and/or Department of Elder Affairs confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.

**30.2 Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

**30.3 Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Contractor’s, Subcontractor’s, or their employees’ social media accounts or through personal cellular communication.

**30.4 Application to DOEA and Contractors Equipment.** This contract applies regardless of whether the social media is accessed using DOEA’s IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

**30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida’s Government in the Sunshine Law, Florida’s Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

**30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA and/or Northwest Florida Area Agency on Aging may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor’s records.

**30.7 Assist DOEA and NWFLAAA with Communications.** Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

**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.

**33.2** The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Agency, and must accompany each invoice submitted to the Agency. The State of Florida, Office of Supplier Diversity (850-487-0915) can assist in furnishing names of qualified minorities. The State of Florida, Department's Minority Coordinator (850-414-2153) can assist with questions and answers. The CMBE Report is attached to this contract.

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

**37. PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:

<http://dms.myflorida.com/purchasing>

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

**38. 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.

**39. Dispute Resolution:**

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

**40. 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.

**41. 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.

**42. Venue:**

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

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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 Northwest Florida Area Agency on Aging and the State of Florida's best interest and reduced to a written amendment signed by all Parties. The Parties shall negotiate compensation for any additional services added.

**48. 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.

**49. 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.

**50. Final Invoice:**

The Contractor shall submit the final invoice for payment to the Agency no later than thirty (30) 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.

**51. 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.

**52. 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 Agency 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.

**53. 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 Agency’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.

**54. 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.

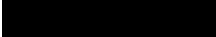
**54.1** The Agency’s authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Agency. The Contractor is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

**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.

**55. Contract Manager:**

The Agency may substitute any Agency employee to serve as the 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:	[REDACTED]
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	[REDACTED]
<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:	Shayne Betts, Director [REDACTED]
<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, Florida 32505
<b>e.</b>	The name, address, and telephone number of the Contract Manager for this contract is:	Anna Dyess, Executive Director Jeanne Griffin, Fiscal Director Marci Symms, Program/Quality Assurance 5090 Commerce Park Circle Pensacola, FL 32505 850-494-7101
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 – XVII, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this 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 ninety-six (96) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:** [REDACTED]

**NORTHWEST FLORIDA AREA AGENCY ON AGING, INC.**

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

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

NAME: [REDACTED] \_\_\_\_\_

NAME: ANNA DYESS

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

TITLE: EXECUTIVE DIRECTOR

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

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

Federal Tax ID: 59-1145224

Duns: 088780291



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**ATTACHMENT I  
STATEMENT OF WORK**

**I. SERVICES TO BE PROVIDED**

**A. Definitions of Terms**

**1. Contract Acronyms**

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

**2. Program Specific Terms**

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

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

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



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

**Criteria:** A standard which the AoA/ACL set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest- Level Criteria.

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

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

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

## **B. General Description**

### **1. General Statement**

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

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

### **2. Authority**

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

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

### **3. Scope of Service**

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

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

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



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

### **1. General Description**

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

### **2. Client Eligibility**

#### **a. OAA Title III**

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

#### **b. NSIP**

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

#### **c. OAA Title IIIB, Supportive Services**

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

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

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

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

#### **e. OAA Title IIIC1, Congregate Nutrition Services**

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

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

#### **f. OAA Title IIIC2, Home Delivered Nutrition Services**

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

- i.** Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;

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

**g. OAA Title IIID, Disease Prevention and Health Promotion Services**

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

**h. OAA Title IIIE, Caregiver Support Services**

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

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

**II. MANNER OF SERVICE PROVISION**

**A. Service Tasks**

To achieve the goals of the OAA Program, the Contractor shall ensure performance of 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. Targeting and Screening New Clients for Service Delivery**

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

**3. Program Services**

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

**4. Program Eligibility Requirements**



**a. Eligibility Criteria**

To be eligible for program participation, an entity must:

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

**b. Provider’s Nutrition Service Operations**

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

**c. Prescribed Nutritional Requirements**

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

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

**d. Food Origin and Commodities Requirements**

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

**B. Use of Subcontractors**

If this 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 Contract Manager(s) 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. 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 copies of all subcontracts to the Agency Contract Manager(s) within thirty (30) days of execution of each subcontract agreement.

**2. Monitoring the Performance of Subcontractors**

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, 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 its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

- a. The Contractor is required to ensure all required data for its subcontractors are entered as required data per the Department of Elder Affairs’s eCIRTS Policy Guidelines for clients and services into the eCIRTS database. The data must be entered into the eCIRTS database before the subcontractors submit their Request for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish time frames to ensure compliance with due dates for the Requests for Payment and Receipts Expenditure Reports to the Agency.
- b. The Contractor is required to run monthly eCIRTS reports and to verify that the client and service data in the eCIRTS database is accurate. This report must be submitted to the Agency with the monthly Request

for Payment and Receipts and Expenditure Report and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

- c. The Contractor shall require subcontractors to report on outreach activities at least semi-annually using a uniform reporting format established by the Contractor. Subcontractor reports must include the total number of outreach events or activities performed by the subcontractor as well as the following information for each event or activity: date, location, type of event or activity, total number of participants, individual service needs identified, and referral sources or information provided to participants.

## **C. Staffing Requirements**

### **1. Staffing Levels**

The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under 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 specified in the DOEA Programs and Services 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 the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Agency Contract Manager(s) based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

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

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. 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 Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current approved budget, the current DOEA Programs and Services Handbook, and Section II.A.

#### **a. Supportive Services (IIB Program)**

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

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



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

**b. Congregate Nutrition Services (IIC1 Program)**

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

- i. Congregate meals;
- ii. Congregate meals screening;
- iii. Nutrition education and nutrition counseling;



- iv. Outreach;
- v. Shopping Assistance; and
- vi. Reassurance (Telephone and In-Person);.

**c. Home Delivered Nutrition Services (IHC2 Program)**

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

- i. Home delivered meals;
- ii. Nutrition education and counseling;
- iii. Outreach; and
- iv. Screening/Assessment.
- v. Shopping Assistance; and
- vi. Reassurance (Telephone and In-Person);.

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

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

- i. A Matter of Balance;
- ii. Active Living Every Day;
- iii. Arthritis Foundation Exercise Program;
- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Bingocize;
- vii. Brief Intervention & Treatment for Elders (BRITE);
- viii. Chronic Disease Self-Management Program;
- ix. Chronic Pain Self-Management Program;
- x. Diabetes Empowerment Education Program (DEEP);
- xi. Diabetes Self-Management Program;
- xii. Disease Information
- xiii. Enhance Fitness;
- xiv. Enhance Wellness;
- xv. Fit and Strong!;
- xvi. Healthy Eating Every Day;
- xvii. Healthy Ideas;
- xviii. Healthy Moves for Aging Well;
- xix. Home Injury Control;
- xx. HomeMeds;





- xxi. Physical Fitness;
- xxii. Powerful Tools for Caregivers;
- xxiii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiv. Programa de Manejo Personal de la Arthritis;
- xxv. Programa de Manejo Personal de la Diabetes;
- xxvi. Shopping Assistance;
- xxvii. Stepping On;
- xxviii. Stay Active and Independent for Life (SAIL);
- xxix. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxx. Reassurance (Telephone and In-Person);;
- xxxi. Tomando Control de su Salud;
- xxxii. Un Asunto de Equilibrio; and
- xxxiii. Walk with Ease.

**e. Caregiver Support Services (HIE Program)**

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

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Caregiver Support Groups;
- iv. Counseling (Gerontological and Mental Health/Screening);
- v. Education/Training;
- vi. Financial Risk Reduction (Assessment and Maintenance);
- vii. Home Delivered Meals;
- viii. Information;
- ix. Intake;
- x. Outreach;
- xi. Pet Support Services;
- xii. Powerful Tools for Caregivers;
- xiii. Recreation Materials;
- xiv. Referral/Assistance;
- xv. Respite Services (In-Home and Facility Based);
- xvi. Screening/Assessment;
- xvii. Shopping Assistance;
- xviii. Technology;
- xix. Technology – Equipment;
- xx. Technology – Install;
- xxi. Technology - Staff Support;
- xxii. Reassurance (Telephone and In-Person); and



**xxiii. Transportation.**

**(1) Caregiver Support Supplemental Services (III ES Program)**

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

- (a) Chore and Chore (Enhanced);
- (b) Housing Improvement;
- (c) Legal Assistance;
- (d) Material Aid; and
- (e) Specialized Medical Equipment, Services and Supplies.

**(2) Caregiver Support Grandparent Services (III EG Program)**

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

- (a) Caregiver Training/Support;
- (b) Caregiver Support Groups;
- (c) Child Day Care;
- (d) Counseling (Gerontological and Mental Health/Screening);
- (e) Education/Training;
- (f) Legal Assistance;
- (g) Outreach;
- (h) Recreation Materials;
- (i) Referral/Assistance;
- (j) Screening/Assessment;
- (k) Shopping Assistance;
- (l) Sitter;
- (m) Telephone Reassurance; and
- (n) Transportation.

**f. Information and Referral/Assistance Services (Elder Helplines)**

The Contractor shall ensure, through training and periodic quality assurance, that Elder Helpline Information and Referral/Assistance Services adhere to the Alliance of Information and Referral Systems (AIRS) *Summary of Standards for Professional Information & Referral*, provided as Attachment I. The Department of Elder Affairs standards are based on the current AIRS standards. The standards have been amended by the Department of Elder Affairs to address the unique needs of the Elder Helpline Information and Referral system.

**2. Provision of Services**

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOE A Programs and Services Handbook, the Contractor’s current approved budget, and the tasks described in Section II.A.



### 3. Administrative Responsibilities

The Contractor shall provide management and oversight of OAA Program operations in accordance with the current DOE Programs and Services Handbook and the Contractor's current Agency-approved budget/UCM associated with this contract. Management and oversight of OAA Program Operations include the following:

- a. Develop and maintain current Budget/Unit Cost Methodology (UCM) Plan(s), to include, but not limited to, updating annually and/or as needed for Rate Increase request(s).
- b. Establish written policies, procedures, criteria, and standards for purchasing and procurement of goods and services on an open and competitive basis.
- c. Review routine and special reports submitted by subcontractors and vendors.
- d. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
- e. Monitor and evaluate subcontractors and vendors for fiscal, administrative, and programmatic compliance.
- f. Appropriately and timely submit payments to subcontractors.
- g. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction.

#### i. Complaint Procedures

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

#### ii. Legal Provider Grievance Procedures

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

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and
- (3) Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

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

- h. Ensure compliance with eCIRTS regulations.
- i. Monitor performance objective achievements per targets set by the Agency.
- j. Conduct annual client satisfaction surveys to evaluate and improve service delivery.

### E. Reports



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

**1. OAA Annual Volunteer Activity Report**

The Contractor shall complete and submit an OAA Annual Volunteer Activity Report electronically following Agency guidance, per the report specifications in Attachment XVI.

**2. eCIRTS Reports**

a. Contractor shall input OAA-specific and NSIP-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS-generated reports.

**b. eCIRTS Data Entries for Subcontractors**

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

**c. Subcontractors' Monthly eCIRTS Reports**

The Contractor must require subcontractors to run monthly eCIRTS reports and verify that client and service data in the eCIRTS database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Reports and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

**3. Unit Cost Methodology Update and All Revisions Thereto**

The Contractor shall submit, for approval by the Agency, an Unit Cost Methodology, wherein the Contractor enters OAA-specific data cost data, as required by the Agency and federal/state funding sources.

**4. Surplus/Deficit Report**

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

- a. A list of all subcontractors and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold specified by the Agency will be resolved;
- c. Recommendations 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 APCL that receive a priority ranking score of four (4) or five (5); and
- f. Number of clients currently on the APCL designated as Imminent Risk.

**5. Older Americans Act Performance System (OAAPS) Report**

Data required for the OAAPS Report that is not recorded in eCIRTS will be provided to DOEA in the format and on the date established by the Department and will be coordinated by the Agency. The Agency may contact the Contractor for any data not available in the eCIRTS program for the completion of the OAAPS reports.

**6. Health and Wellness Reports**

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment X, Exhibit 2. The programmatic Contract Manager will provide Contractor with an Excel report

template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match eCIRTS data and the Request for Payment.
- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the “Comments” section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, a Sign-In Sheet with signatures and dates must accompany it. Exceptions may be approved by the Program Contract Manager. Requests must be made to the Agency in writing and kept with program documentation.
- e. Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be kept and provided to the Agency upon request.
- g. CDSME Workshop data must be entered into the CDSME Database.
- h. The Contractor shall contact the Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum, or maximum number of participants) before the end of the workshop. At the discretion of the Agency Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Agency for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with DOH, the Florida Department of Children and Families, USDA’s Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida’s Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Agency upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Agency as necessary.

## 7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Agency for publication in the Program Highlight sections of the Agency’s Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or



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

**8. Congregate Meal Site and Food Service Vendor Verification Report**

The Contractor shall conduct monthly reviews of the PSA’s congregate meal site information to verify the accuracy of the information on file. Congregate meal site information includes, but may not be limited to, the address of the meal site, meal service time, name of caterer/vendor, and days of meal service. Any changes to congregate meal site information must be submitted to the Program Contract Manager using the Department of Elder Affairs (DOEA) current Meal Site Change Form. Any changes to this information that the Contractor is made aware of prior to the Contractor’s monthly report submission shall be communicated to the Agency programmatic Contract Manager within 48 hours of the change (or in advance as appropriate). A comprehensive annual verification is due by June 1st of each year.

**F. Records and Documentation**

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

**2. eCIRTS Data and Maintenance**

The Contractor shall ensure monthly collection and maintenance of client and service information in eCIRTS, or any other system designated by the Department of Elder Affairs (DOEA). Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to the Department of Elder Affairs (DOEA) standards.

**3. 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.

**4. eCIRTS Address Validation**

The Contractor shall work with the Agency to ensure that client addresses are correct in eCIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Agency will provide direction on how to validate eCIRTS addresses to ensure they 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 local service providers 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 and disseminate this information to the local service providers.

**G. Performance Specifications**

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

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Contractor’s current Agency-approved Budget/UCM Plan, and Section II.A.
- b. Timely and accurately submit to the Agency all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately, per Attachment X, submit to the Agency Attachments XI and XII, Exhibits 1 – 7.
- d. Develop and document strategies in the Area Plan to support the Agency’s standard of performance achievement, including increases in 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 APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
  - iii. Percentage of active clients eating two or more meals per day;
  - iv. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
  - v. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
  - vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
  - vii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in G.1, above, will be reviewed and documented in the Agency's Annual Programmatic Monitoring Reports.

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

The Department of Elder Affairs and 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 via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Agency. The Agency's determination of acceptable performance shall be conclusive. The 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 Department of Elder Affairs (DOEA) and/or the Agency.

### **4. Performance Definitions**

"Work day" shall mean a provider's staff member's eight (8) hour work period, unless specifically noted otherwise. "Day" shall mean a calendar day, unless specifically noted otherwise. Deadlines which fall on a Saturday or Sunday, therefore are outside of the normal "workday or Agency defined workweek" will be due on the following Monday, unless otherwise provided in-writing by the Agency Contract Manager(s).

## **H. Contractor Responsibilities**

### **1. Contractor Unique Activities**

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks 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 providers or 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 support and 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 performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

**III. METHOD OF PAYMENT**

**A. Payment Method 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 all other terms and conditions of this contract.

**B. Unit of Service**

**1. Fixed Fee/Unit Rate**

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

**2. Fixed Rates for NSIP Program**

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

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

**3. Cost Reimbursement**

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary (Attachment IX). All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary (Attachment IX). Any change in the total amounts of the funds identified on the Budget Summary form requires a contract amendment.

**C. Advance Payments**

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the 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 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. If sufficient budget is available, and the Agency’s Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, the Agency may issue approved advance payments up to 30 days after, but not prior to, the contract execution date. Advance payments will not be issued for NSIP.



1. All advance payments retained by the Contractor must be fully expended no later than March 31, 2023. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Agency on April 10, 2023, in accordance with the Invoice Schedule (Attachment X).
2. Advance recoupment shall start with the third monthly Request for Payment submission, in accordance with the Invoice Schedule (Attachment X). The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C,1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.
3. Interest earned on advances must be identified separately by source of funds (state or federal). Contractors shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR § 75.305. Earned interest must be returned to the Agency at the end of each quarter of the contract period.

**D. Invoice Instructions**

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance 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. The invoice shall include a “Remit to” address that corresponds exactly to the remittance address identified in the MyFloridaMarketPlace (MFMP) registration.
2. The monthly invoice shall include the units of services established in the Contractor’s Agency-approved budget/Unit Cost Methodology, per the requirements in the DOEA Programs and Services Handbook, at the rates established in Attachment XV, Service Rate Report. Documentation of service delivery shall 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. Reimbursement amounts for administrative costs shall be reflected on the Cost Reimbursement Summary form (Attachment XIV) and include only items contained on the Contractor’s Agency-approved budget. Any change to the Contractor’s approved budget after the execution of this contract shall require approval from the Contract Manager prior to being made. Any change to the total contract amount requires a contract amendment.
3. The Contractor shall consolidate requests for payment from subcontractors and receipts and expenditure reports that support the requests for payment and shall submit to the Agency Requests for Payment (Attachment XI), Receipt and Expenditure Reports (Attachment XII), and Cost Reimbursement Summaries (Attachment XIV).
4. The Contractor shall include with the Fixed Fee/Unit Rate portion of its invoice the units of services provided based on rates established in Attachment XV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks. The Contractor shall clearly state the provider name, the report month, and the invoice number on the invoice.
5. All Requests for Payment shall be based on the submission of actual monthly Receipts and Expenditure Reports beginning with the first month of the contract. The schedule for submission of advanced payment requests (when available) and invoices can be found in the Invoice Schedule (Attachment X).
6. The Certified Minority Business Subcontractor Expenditures Report (Attachment VIII) is considered a deliverable and must be completed in its entirety and submitted with each invoice.
7. Final contract invoices must be submitted to the Agency no later than February 1, 2024.

**E. Payment Withholding**

Any payment due by the Agency under the terms of this contract may be withheld pending 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.

**F. Corrective Action Plan**

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.



2. If at any time the Contractor is notified by the Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D., the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Agency shall assess a financial consequence for non-compliance on the Contractor as referenced in Section III.G. 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 to the Agency.
3. If the Contractor fails to correct an identified deficiency within the Agency-approved period specified in the CAP, the Agency shall deduct the percentage established in Section III.G. from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP to the Agency, the Agency shall deduct the percentage established in Section III.G. for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

#### **G. 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. 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.:

1. Delivery of services to eligible clients as referenced in Section II.A.3. and Section II.D.1. of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by eCIRTS reports, will result in a 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.
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 Programs and Services Handbook, the service tasks described in Section II.A., and Attachment XV, or failure to submit required documentation will result in a 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.
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of program operations will result in a 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.
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 Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin with the subsequent invoice received from the Contractor and shall be prorated for each day the CAP was late following the due date specified by the Agency and shall remain in effect until the contractor complies with the submission requirement.
5. Exceptions may be granted solely, in writing, by the Agency 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 Contract Manager in writing no later than December 31, 2023; email requests are considered acceptable.

##### **B. Contractor’s Financial Obligations**

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

The Contractor shall match at least twenty-five percent (25%) of the federal administrative funds received. The Contractor’s match will be made in the form of cash, general revenue administrative funds, and/or in-kind resources. The Contractor will assure, through a provision in subcontracts, a match requirement of at least ten

percent (10%) of the cost for services funded through this contract, except for services provided pursuant to OAA Title IIID. The subcontractor's match will be made in the form of cash and/or in-kind resources. The Contractor shall report match funds by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

## **2. Consumer Contributions**

Consumer contributions are to be used under the following terms:

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

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

The Contractor is expected to spend all federal, state, and other funds provided by the Agency for the purpose specified in this contract. For each program managed by the Contractor, 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 AAAs during the contract period and/or adjust subsequent funding allocations as allowable under state and federal law.

## **4. Title III Funds**

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

## **5. Carry Forward Funds**

Carry forward funds must be identified on Attachment XIII, Computation of Carry Forward and Over-Advance OAA Title III, and submitted with the Closeout Report due to the Agency no later than March 1, 2024. Requests for carry forward funds must be justified by the Contractor and approved by the Agency. All OAA carry forward funds must be budgeted in the same title as originally awarded.

## **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. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services required by contract. This plan must detail the Contractor's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of the plan, the Contractor is expected to provide the Agency updates in a frequency determined by the Agency as appropriate until the incident is resolved.



**E. Volunteers**

The Contractor shall ensure the use of trained volunteers in providing direct care services delivered to older individuals and those 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).

**F. Enforcement**

1. In accordance with Section 430.04, F.S., the Agency shall 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 which 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 Department of Elder Affairs and/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 Department of Elder Affairs guidelines or has failed to efficiently managed program budgets.
  - g. The Contractor has failed to implement and maintain an Agency-approved client grievance resolution procedure.
2. In making any determination under this provision the Agency may rely upon findings of another state or federal agencies, 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).

**G. 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 governmental agency, the Contractor shall notify the Executive Director of 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 Agency’s Executive Director with a summary of the investigation and allegations.

**H. Contract Modifications**

The Agency’s Fiscal Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Agency’s Fiscal 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 Executive Director and/or Agency Board of Directors. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.



**I. Rate Increase Thresholds**

1. For Proposed Rate Increases up to 5%:
  - a. Rate increase requests must be presented to the Agency from the Contractor that are up to 5.0% above rate at time of contract execution. The contractor will at a minimum provide the following:
    - i. A detailed written justification describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the Agency review, identifying the service or commodity component(s) that are increasing Contractor/Service Provider costs.
    - ii. A current rate and a requested rate unit cost methodology. (Attachment XVII).
2. For Proposed Rate Increases Exceeding 5%:
  - a. For proposed rate increases of 5.01% or greater, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.
    - i. Proposed Rate Increases of 5.01% or greater must be reviewed and approved by the Department of Elder Affairs (DOEA) and the Agency. The Contractor should forward all such requests to their Fiscal Contract Manager and provide the following additional information:
      - (1) The Contractor/Service Provider must also provide in their written justification, reassurance that all other potential options to procure alternate suppliers, subcontractors, or other potential cost-efficiencies that could reduce the proposed rate increase of 5.01% or greater have been explored and rejected.
      - (2) Agency Contract Manager(s) may request additional information from the Contractor, to include, but not limited to, an updated Unit Cost Methodology. Following DOEA’s review/decision, the DOEA Contract Manager shall notify the Agency via email of approval/disapproval and the Agency shall proceed accordingly.
3. No rate shall be increased before April 1, 2023.
4. Note: All rate increase thresholds mentioned in the above language is cumulative from rate at the time of contract execution.

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**ATTACHMENT I – EXHIBIT 1**  
**SUMMARY OF STANDARDS FOR PROFESSIONAL INFORMATION & REFERRAL**  
**OLDER AMERICANS ACT PROGRAM**

The Department of Elder Affairs has adopted the following requirements based on the “Standards for Professional Information and Referral” developed by the Alliance of Information & Referral Systems (AIRS) to address the unique needs of the Elder Helpline (Helpline) Information and Referral (I&R) system.

**SERVICE DELIVERY**

The Service Delivery standards describe essential functions for providing information and referral services to optimize access to accurate, comprehensive, and unbiased information provided in a confidential and nonjudgmental manner.

- 1) The Helpline hours of operation shall be appropriate to address community needs. At a minimum, the Helpline must maintain business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state and national holiday observances. If there is a planned office closure during normal business hours, the Helpline manager must notify Department staff via email at least twenty-four (24) hours before the office closure.
  - a) If I&R services are not available twenty-four (24) hours a day, an answering system must be in place that identifies the agency, provides hours of operation, gives the caller the option to leave a message, and gives the number of an organization that will offer service in an emergency (e.g., directing callers to dial 9-1-1 if it is an emergency). Messages shall be responded to within the next business day.
  - b) If the Helpline has arrangements with another agency to provide after-hours or twenty-four (24)-hour coverage, the arrangement must be documented in a formal memorandum of agreement/understanding (MOA/MOU).
- 2) During hours of operation, the Helpline shall provide timely access to an I&R specialist. Recorded messages on the Helpline’s voicemail system must be responded to within the next business day, when possible. Exceptions will be during periods when the Helpline is experiencing higher than normal call volume (i.e., SHINE annual enrollment period, public awareness campaigns or disaster/weather-related events).
  - a) The Helpline must provide an option for the caller to leave a message at any time when a call is holding in queue.
  - b) The Helpline shall have a method of tracking call volume, including timeliness of response, and call abandonment.
  - c) A record of the messages to the Helpline’s voicemail system must be maintained and shall include the date the call was received and the telephone number of the caller. It is recommended the successful or unsuccessful return call attempt be recorded in ReferNet or eCIRTS.
- 3) The Helpline shall ensure I&R services are provided by trained I&R specialists. At a minimum, an I&R specialist must have a high school diploma or GED and three years of experience in I&R services, case management, call center services, or related social services work experience.
- 4) The Helpline shall ensure I&R specialists:
  - a) Have the skills to meet the needs of people who are angry and hostile, manipulative, call frequently with the same problem, or are otherwise difficult to serve; and
  - b) Have the skills to meet the needs of older adults, adults with disabilities, and other special populations.
- 5) The Helpline shall have a policy to ensure the privacy, confidentiality, and security of Helpline inquirers’ personal information and comply with all applicable state and federal law to ensure the protection of inquirer records, including the Health Insurance Portability and Accountability Act (HIPAA). Staff with access to confidential information shall have a signed agreement form on file that documents compliance with the confidentiality requirements of this paragraph. The identity of inquirers, their requests, and the information given to staff may be communicated to others if:
  - a) The release of such information is required by law or court order (e.g. reporting abuse);
  - b) Careful consideration by I&R specialists of the information provided by the inquirer indicates the presence or risk of serious harm to the inquirer or another person, and the communication is limited to those persons who must be informed to reduce the risk of harm; or
  - c) The inquirer has authorized another person or agency to receive the information. The inquirer specifies what information may be given and to whom.
- 6) The Helpline shall have a policy to resolve complaints from inquirers and community service agencies, including those



related to potential breaches of privacy and confidentiality.

- 7) The Helpline shall provide barrier-free access to its services to individuals and groups who have special needs (e.g. applicable technology or communication methods for people with hearing or speech impairments, language translation for inquirers with limited English proficiency, and Americans with Disability compliance access for individuals with physical disabilities if the Helpline assists inquirers at its facility). Helpline staff assisting inquirers with limited English proficiency via the language interpreter service shall document the activity in the information and referral system and submit a report of the Language Line activity to the Department by the 10<sup>th</sup> of each month.
- 8) The Helpline shall make every effort to ensure that its telephone service is accessible from all telecommunication devices within its coverage area (e.g. wireless and competitive local exchange carriers).
- 9) The Helpline shall ensure, through appropriate queue management techniques such as schedule adherence, that an appropriate number of specialists are scheduled to meet the needs of callers. I. A minimum of 2.5 I&R staff members shall be scheduled to work at all times).
- 10) The Helpline shall utilize technology that improves access to service and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core services. The main role of technology is to enhance or strengthen person-to-person contact, not to reduce or discourage such contact or make it more difficult. “Technology” includes telephone systems, telephony, telecommunications, e-mail, online chat, I&R software packages, electronic directories, and self-service mechanisms such as automated attendants/interactive voice response systems, fax-on-demand, video relay services, community kiosks, and searchable I&R databases on the internet.
  - a) If the Helpline service uses telephone technology which allows for the collection of inquirers’ personal identifying information without his or her explicit permission, it shall develop policies and procedures that protect the inquirer’s right to privacy and anonymity while preserving the I&R specialist’s ability to provide for the individual’s safety should personal identification become necessary.
  - b) If the Helpline provides resource information through an automated attendant (a menu-driven telephone system), it shall develop procedures to encourage inquirers to transfer to a live specialist if consultation or guidance is required. Inquirers shall be able to make the transfer without having to make another telephone call.
  - c) When the Helpline provides multi-channel access services simultaneously (e.g. in-person, telephone, email, live chat, SMS/text, or social media, etc.), it shall ensure I&R specialists divide their attention across all such services, as appropriate to the situation, without compromising customer service or timeliness of responses.
- 11) The Helpline provides its service at no cost to the inquirer.

**Standard 1: Information Provision**

The I&R specialist establishes and maintains rapport, has one-to-one interaction with the inquirer and provides appropriate information and referrals in response to a direct request for such information. Information can range from a limited response (such as an organization’s name, telephone number, and address) to a detailed description of community service system (such as explaining how intake works and required documentation by an agency), to help inquirers make an informed choice. The I&R process consists of active listening and effective questioning to determine the needs of the inquirer, clarifying those needs, providing requested information and/or identifying appropriate resources and providing enough information about each organization to help inquirers make an informed choice. In situations where services are unavailable, the specialist is encouraged to help identify alternative strategies.

- 1) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists:
  - a) Identify themselves and the Helpline according to agency guidelines.
  - b) Establish and maintain rapport with the inquirer and use active listening skills and empathy to discern the presenting problem.
  - c) Respond to each inquirer in a professional, nonjudgmental, culturally appropriate, and timely manner.
  - d) Use clear, jargon-free language and an appropriate tone of voice and inflection to convey empathy and engagement with the inquirer’s situation.
  - e) Identify underlying or unstated problems, when appropriate.
  - f) Determine any specific needs or preferences to access services (e.g. language needs, evening or weekend hours, proximity to public transportation, or disability access).;





- g) Clarify and confirm the inquirer’s needs using techniques such as paraphrasing before providing referrals/resources;
  - h) Explore the inquirer’s own resources (e.g., friends, family, faith-based organization)
  - i) If demographic information is being collected that is not directly relevant for an “information only” contact but is required by contract or to enhance community reports, provide an explanation to the inquirer about why the information is needed. The primary goal of data collection is to garner enough information about inquirers to help them address or resolve their problems;
  - j) Effectively utilize the resource information system to identify resources to meet the inquirer’s needs.
  - k) When possible and practical, provide at least three referrals to give the inquirer a choice while being careful not to overwhelm the inquirer with too many options;
  - l) Encourage inquirers to contact the Helpline again if needs were unmet, information was incorrect, or for future needs.
  - m) Accurately record what occurred during the course of the inquiry, the call/contact type, and the problems and needs that were addressed.
- 2) The Helpline shall ensure that every call, including information only calls, is documented at the end of the call in the information and referral system.

**Standard 2: Referral/Assistance and Client Advocacy**

The Helpline shall offer referral/assistance, or client advocacy, when necessary, to ensure individuals receive the benefits and services for which they are eligible. The provision of referral/assistance services involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist determines the needs of the inquirer, identifies appropriate resources, makes referrals to organizations capable of meeting the inquirer’s needs, and provides enough information about each organization to help inquirers make an informed choice about the service and resources most appropriate to meet the consumer’s need. In situations where resources are unavailable, the I&R specialist shall assist the inquirer in problem-solving to identify alternative strategies and manage expectations. When necessary, the I&R specialist will actively participate in linking the inquirer to needed services.

Client advocacy seeks to meet the inquirer’s needs without attempting to change social situations, and for purposes of these standards, does not include system advocacy or legislative advocacy (lobbying). All advocacy efforts are consistent with written policies established by the Area Agency on Aging (AAA) and proceed only with the permission of the inquirer.

- 1) Make an accurate assessment of the inquirer’s problems and needs asking relevant questions to obtain the information necessary for an accurate referral.
- 2) Clarify and confirm the inquirer’s need(s) using techniques such as paraphrasing before offering referrals.
- 3) Intervention, when necessary, on behalf of individuals to help them obtain needed services. When warranted, the I&R service makes one or more additional calls or takes other actions on the inquirer’s behalf and uses an appropriate agency mechanism to ensure inquirers get the information and/or help they need. When warranted and with the inquirer’s permission, the I&R specialist shall make direct contact with an agency and communicate on behalf of the inquirer through three-way calling, notify the agency of the inquirer’s forthcoming contact, or schedule an appointment with the agency for the inquirer.
- 4) The Helpline refers individuals to an organization that specializes in providing advocacy when the level of advocacy required by the inquirer exceeds the limits of the Helpline’s advocacy policy or an effective use of its own resources.
- 5) The Helpline shall have policies to ensure the privacy, confidentiality, and security of personal inquirer information; and has agreement forms that staff, visitors, and others with access to confidential information sign to document their compliance. Identifying information about inquirers, their requests and the information given to them is not communicated to others unless either:
  - a) Release of information is required by law or court order.
  - b) Careful consideration indicates the presence or risk of serious harm to the inquirer or another person, and then communication may be only to those who must be informed in order to reduce harm or risk.
  - c) The inquirer has given explicit permission for the information to be disclosed to another person or agency.

The inquirer specifies what information may be given and to whom. This applies to individual advocacy situations as well as those involving shared case coordination.

- 6) The Helpline may engage in enhancements to the initial I&R transaction such as prompting inquirers regarding their interest in additional resources, application assistance, and appointment setting. These enhancements are clear in terms of their scope and expectations.
- 7) The Helpline shall have a process to resolve complaints from inquirers and community service agencies, including those related to customer satisfaction, accuracy of referrals, and potential breaches of privacy and confidentiality.
- 8) Accurately record what occurred during the inquiry as well as the problems and needs that were addressed in the information and referral for use in reports and as needed.
- 9) Follow-up to determine the outcome of the referral/assistance is conducted within 14 business days for each referral when assistance and/or advocacy is provided and is conducted with the referred person and/or the resource. The referral cannot be counted as a unit of service until follow-up is complete. If follow-up is not completed on a referral, the service must be documented as an “Information” contact type.

### **Standard 3: Crisis Intervention**

The Helpline shall be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing a crisis and contact the Helpline for assistance. Included may be individuals at risk of suicide, homicide or assault, family or friends who have experienced suicide, victims of domestic abuse or other forms of violence, elder/dependent adult abuse/neglect, sexual assault survivors, people experiencing a psychiatric emergency; people with substance use disorder(s) who are in crisis; survivors of a traumatic experience; and others in distress.

- 1) The Helpline shall have written crisis intervention procedures that include protocols for specific types of emergencies. Included shall be safety risk assessment procedures, protective measures for individuals in endangerment situations, and protocols that address inquirers who wish to remain anonymous yet require direct intervention.
- 2) If the Helpline does not provide formal crisis intervention service, the Helpline shall have a prearranged agreement and documented protocol with an appropriate crisis center that provides formal crisis intervention service.
- 3) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists have the skills to:
  - a) Recognize when an inquirer is experiencing a crisis.
  - b) Determine whether the individual is in immediate danger and take appropriate steps to ensure that the inquirer is safe before continuing with an assessment.
  - c) Recognize when an inquirer is in immediate need of intervention (e.g., when a person is in medical crisis due to a substance use disorder, has taken steps to end her or his life, is a victim of recent violence or is experiencing a psychiatric emergency).
  - d) De-escalate and stabilize the inquirer and help him/her remain calm.
  - e) When necessary, follow the organization’s rescue protocol for when to access 911 or other emergency personnel to request that they intervene. In these circumstances, the individual’s safety overrides confidentiality concerns.
  - f) Keep the inquirer engaged during the contact pending referral or rescue.
- 4) In case of suspected elder abuse, the Helpline has protocols that comply with prevailing legislation regarding mandatory reporting and completes a report when required.
- 5) In situations involving suicide or homicide, the Helpline understands the circumstances under which a safety risk assessment is required and conducts an appropriate assessment when necessary. Risk assessments are documented and include a description of specific actions taken in response to the situation.
- 6) The Helpline shall have a protocol for debriefing I&R specialists following a crisis call.
- 7) In cases of domestic violence and other endangerment situations, the Helpline shall ensure that I&R specialists take special precautions to safeguard the inquirer’s identity and all aspects of their interaction.

- 8) The Helpline shall use a variety of means to support its ability to connect with 911 or other emergency rescue services, including Caller ID or a call tracing arrangement with the telephone company or the identification of an IP address. At a minimum, there is a separate external telephone line that is available for initiating rescue procedures without interrupting the crisis call. I&R specialists shall follow the agency's I&R service protocol for addressing callers who wish to remain anonymous yet require rescue.
- 9) The Helpline shall ensure, when feasible, that I&R specialists connect inquirers in crisis situations to a formal crisis intervention service in the community for assistance and support once the inquirer's immediate, short-term needs have been met. The connection shall be made by direct transfer, when possible, and the I&R specialist shall follow the protocol established by the Helpline's prearranged agreement with the crisis center.
- 10) For inquirers in crisis situations who are not at imminent risk, the I&R specialist assesses their immediate, short-term needs and connects them with a crisis intervention service for ongoing assistance. The connection is made by warm transfer, when possible, and the I&R specialist follows the protocol established by agreement with the crisis service.
- 11) If possible, I&R specialist are encouraged to participate in crisis intervention professional development training to upgrade existing skills and learn new skills.
- 12) The Helpline shall record acts of crisis intervention and its outcomes for use in reports.

#### **Standard 4: Follow-Up**

The primary purpose of follow-up is to contact inquirers to find out if their needs were met and if not, why. The Helpline police should require follow-up with inquirers who are at risk and/or vulnerable and in situations where the specialist believes the inquirers do not have the necessary capacity to take the needed actions to resolve their own situation. Additional assistance in locating or accessing services may be necessary. Follow-up is required for each contact type documented as a "Referral" when assistance and/or advocacy is provided and must be completed within 14 business days unless a crisis suggests a more immediate follow-up.

- 1) . Examples of situations in which follow-up should normally occur include:
  - a) Vulnerable households that are without heat during winter.
  - b) Older adults having trouble expressing their needs.
  - c) Older adults with disabilities who have received an eviction order.
  - d) Older adults with no health insurance who need health care.
  - e) Individuals needing emergency shelter.
- 2) The Helpline shall ensure follow-up with inquirers who are at risk or vulnerable and in situations where the I&R specialist believes the inquirer lacks the capacity to follow through to resolve the problem; If the inquirer cannot be contacted, the Helpline shall ensure follow-up with the organization to which a referral was made to determine if the individual's need was addressed. Unsuccessful attempts to contact the inquirer shall not conclude the follow-up process and shall not be counted as a completed referral.
- 3) During follow-up, if it is determined that the inquirer has not received services or the need has not been met, the I&R specialist shall determine whether there is a continued need and make additional appropriate referrals or engage in enhanced problem solving. The I&R specialist shall also determine whether the inquirer has additional new needs and makes appropriate referrals prior to completing the contact.
- 4) The I&R specialist shall document the follow-up results (whether service was received or there was an unmet need) in information and referral system for use in reports and as needed. Information gathered during the follow-up process shall be used to evaluate the effectiveness of existing community service providers and to identify gaps in community services.

#### **Standard 5: Independent Access to Resource Information**

The Helpline shall provide community resource information in a variety of ways to facilitate independent access for the public and other human services professionals. These options provide additional choices for inquirers and complement the alternative of one-to-one interaction with an I&R specialist.

- 1) The Helpline shall expand access options for the public by making all or a portion of its resource database available on the Internet at no cost.

The elements that increase the effectiveness of a publicly accessible resource database include:

- a) An easy-to-remember URL;
  - b) A prominently displayed search button;
  - c) A search page that is clean, well-organized, and easy to navigate;
  - d) A keyword search window, that employs search logic which produces an inclusive search results list.
  - e) Keyword searches that include partial and full-word matching. Entered text must appear at the beginning of words for the term to be retrieved. For example, a search on “aging” would ignore words like “managing”;
  - f) The ability to search agency, site, program, and AKA names.
  - g) The ability to filter results by geographic location/area served; and
  - h) A cleanly designed search results list that includes the data elements that are most important in providing inquirers with the details they need to make informed choices about their options.
- 2) If the Helpline provides a mechanism for independent public access to community resource information, the Helpline shall ensure that it includes information about how to connect with an I&R specialist if consultation and guidance are required (for example, the ability to press “0” at any time when listening to a recorded message or to engage in instant messaging (IM) or chat when searching for resources on a website).

#### **Standard 6: Service Delivery Data Collection, Analysis and Reporting**

The delivery of I&R services generates valuable information about the problems/needs of a community and the availability of resources to meet those needs. The Helpline shall collect, analyze, and report insightful data concerning inquirers and their needs in ways that are useful to the Helpline and its community partners. The Helpline shall use a secure, confidential system for collecting and organizing inquirer data collection that provides a basis for describing requests for services and unmet needs, identifying service gaps, and informing decisions about the scope of the resource database. Inquirer data includes information gathered during the original contact, follow-up, and customer satisfaction/quality assurance calls.

Data collected for I&R service analysis and reporting purposes are based on I&R agency policies and local, state, and/or national requirements.

- 1) The Helpline shall ensure that inquirer data is made available in aggregate form to protect the confidentiality of individual inquirers.
- 2) The Helpline shall maintain documentation on all inquiries has a defined set of inquirer data elements to be used for reporting purposes and recognizes that inquirers have the right to withhold information.
- 3) The data collected provides enough information about inquirer needs, whether gathered through the original contact, during follow-up or via customer satisfaction survey/quality assurance surveys.
- 4) The I&R service may use data collection and analysis strategies that employ sampling techniques. Sample size should also reflect the confidence level in the data presented. The chart below illustrates a range of appropriate sample size with such random samples gathered on a quarterly or monthly basis.



Call Center Annual Call Volume	Required completed samples with a 95% confidence level and a 5% margin of error.	Required completed samples with a 95% confidence level and a 3% margin of error.
5,000	357	880
10,000	370	965
30,000	380	1,031

- 5) The Helpline shall ensure that inquirer data collection and reporting activities facilitate the analysis needed to support:
  - a) The human service needs of inquirers;
  - b) Outreach to diverse communities
  - c) Community needs assessments;
  - d) Community planning;
  - e) Allocation of funding; and
  - f) System Advocacy
- 6) The Helpline shall ensure that the data collected provides enough information about inquirer needs to identify the following:
  - a) Service requests;
  - b) Met and unmet needs (gathered through the original contact, follow-up, and customer satisfaction/quality assurance surveys);
  - c) Trends in community service provision and/or gaps in service;
  - d) Demographic data; and
  - e) Profiles of inquirers served (aggregate data only).
- 7) The data collected for reporting purposes shall include:
  - a) The total number of incoming contacts/inquiries by phone (incoming calls) recorded by the phone system and answered by the I&R specialist, including transaction calls (calls in which problems or needs are addressed and for each problem/need, the type of service provided by the I&R specialist (information only, referral, referral-advocacy, referral-crisis, and crisis intervention services); or non-transaction calls (calls answered by the I&R specialist that are hang-ups, wrong numbers, incoming administrative or personal calls, or other calls in which there is no productive conversation between the I&R specialist and the inquirer and no assistance is provided).
  - b) The total number of I&R contacts/inquiries from calls and other sources recorded in the I&R system in which inquirer problems or needs are addressed. Other sources include the following:
    - i) Transaction calls;
    - ii) Face-to-face contacts (walk-ins or I&R interactions in other settings such as community facilities);
    - iii) Email contacts;
    - iv) Voicemail contact responses;
    - v) Social media interactions;
    - vi) Text/SMS messaging contacts;
    - vii) Online chat contacts;
    - viii) Video relay/chat contacts; and
    - ix) Regular mail contacts.
  - c) The total number and types of problems/needs presented by inquirers.

- d) The geographic and demographic profiles of inquirers (i.e., who is calling and where they are calling from).
  - e) The programs that received referrals.
- 8) The Helpline may also collect information about other types of I&R activities, in addition to I&R inquiries, but those figures will not be added to the contact/inquiry total. Included are:
- a) Website visitor activity (e.g., total visits, unique visitors, individual page visits, searches conducted);
  - b) People accessing recorded information;
  - c) Social media postings;
  - d) Outreach presentations;
  - e) Brochures and/or other publications distributed;
  - f) Outgoing advocacy calls;
  - g) Outgoing customer satisfaction/quality assurance calls;
  - h) Outgoing follow-up calls;
  - i) Outgoing calls to verify resource information; and
  - j) Community problems/needs reporting.
- 9) The Helpline may also report, as necessary, on key performance indicators derived from its quality assurance and related activities such as average times of transactions, results of internal and independent call monitoring processes, average answering times, unmet demand (such as abandoned calls), complaints and commendations, as well as case stories that illustrate recent examples of situations and outcomes secured by the I&R service.

## **RESOURCE DATABASE**

The Resource Database standards require that the Helpline develop, maintain, use, and disseminate an accurate up-to-date online resource database that contains information about available community resources including details about the services provided and the conditions under which they are available.

### **Standard 7: Inclusion/Exclusion Criteria**

The inclusion or exclusion criteria provides the parameters for human services agencies and programs in the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database. The Helpline shall have a document that describes the inclusion/exclusion criteria for the contents of the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database.

- 1) The inclusion/exclusion criteria document the contents of the resource database. The criteria address the human services needs of all groups in the community served by the Helpline; and the available resources which may include government, non-profit and relevant for-profit organizations as well as entities such as support groups that may not be incorporated.
- 2) The inclusion/exclusion criteria shall be consistent with and support the ability of the I&R service to maintain the resource database in accordance with the quality requirements of the AIRS standards.
- 3) The Helpline shall not charge a fee for the inclusion of any organization in its public resource database.
- 4) The inclusion/exclusion document includes an appeal process for organizations seeking clarification on either the document itself or the application of the criteria.
- 5) The Helpline shall ensure the inclusion/exclusion criteria is reviewed and updated, at a minimum, every three years to ensure that it continues to meet the changing needs of the community.

### **Standard 8: Data Structure and Data Elements**

The resource database contains data elements that provide information about organizations that meet criteria for inclusion, the services provided by each organization, and the locations (sites) where those services are available. Each record shall contain all mandatory data elements, where applicable.



- 1) **Mandatory and Recommended Data Elements:** The chart below lists data elements for the Agency/Main Site portion of an organizational record, Location/Branch data elements, where additional sites exist, and the programs and services provided by the organization. The Mandatory or Recommended status of each data element is also indicated. Note that “Mandatory” means that a data element will be entered if that information is available (for example, if documentation is needed to apply for a service, then that information must be added. If no documentation is required, then the field can be left empty). “X” is a designation for “non-applicable.”

AIRS Data Elements	AIRS Data Record Category		
	Agency	Site	Service/Program
Name	Mandatory	Mandatory	Mandatory
AKA (Also Known As) Name(s)	Mandatory	Mandatory	Mandatory
Legal Status	Mandatory	X	X
Federal Employer Identification Number (EIN/FEIN)	Recommended	X	X
IRS Status	Recommended	X	X
Street/Physical Address(es)	Recommended	Mandatory	X
Mailing Address(es)	Recommended	Mandatory	X
Phone Number(s) and Types	Mandatory	Mandatory	Mandatory
Website URL(s) including social media	Recommended	Recommended	Recommended
Email Address(es)	Recommended	Recommended	Recommended
Name and Title of Director/Manager	Recommended	Recommended	Recommended
Description	Mandatory	Mandatory	Mandatory
Days/Hours of Operation	Mandatory	Recommended	Mandatory
Access for People with Disabilities	Recommended	Recommended	X
Travel Information	X	Recommended	X
Eligibility	X	X	Mandatory
Geographic Area Served	X	Recommended	Recommended
Languages Available	X	Recommended	Recommended
Documents Required	X	X	Recommended
Application/Intake Process	X	X	Recommended
Fees/Payment Options	X	X	Mandatory
Taxonomy Term(s) for Services/Targets	X	X	Mandatory

- 2) **Database Record Administration Data Elements:** Data elements that relate to the database record itself and are purely administrative in nature are included in a separate table. Most are automatically assigned by the system, not maintained by resource specialists, and not shown when records are published. The exception is the date of last formal verification which many Helplines choose to include.

AIRS Data Elements: Record Administration	
Unique ID Number	Mandatory
Record Ownership Code	Mandatory
Date of Last Annual Verification	Mandatory
Date of Last Interim Change	Recommended
Contact for Last Change	Mandatory
Resource Specialist for Last Change	Mandatory
Record Status (Active/Inactive)	Mandatory

### **Standard 9: Classification System (Taxonomy)**

The Helpline service uses the 211 LA County Taxonomy of Human Services to index and facilitate retrieval of resource information, increase the reliability of planning data, make evaluation processes consistent and reliable, and facilitate state and national aggregations and comparisons data. Additional classification structures such as keywords, if used, are connected to the Taxonomy rather than functioning as independent indexing systems.

### **Standard 10: Content Management and Indexing**

The Helpline shall ensure through training, database management procedures, and supervision that a resource specialist organizes information about human services into database records that accurately and concisely reflect the agency, its location and its services/programs; index the services provided by each organization using the 211 LA County Taxonomy of Human Services in accordance with recognized and consistently applied practices; and assign other search keys in a way that accurately reflects the conditions under which services are available.

- 1) The Helpline shall use I&R software that supports the AIRS Resource Database standards as follows:
  - a) Information in the resource database is accessible in ways that support the I&R process; and
  - b) The software module used by I&R specialists allows for search and retrieval by:
    - i) Organization, service site, and program name and related AKAs;
    - ii) Type of services provided (using Taxonomy terms including use references and see also references);
    - iii) Target population served, where applicable (using Taxonomy target terms); and
    - iv) Area served.
- 2) The Helpline shall ensure through training, database audits, and coaching that resource specialists understand the human service delivery system including the sectors it comprises; the differences between the public and private sectors; how government, nonprofit, and for-profit organizations are organized and funded; the major types of service providers in their community; the broad range of programs and services they provide; and how these organizations and the sectors they represent relate to one another and the people they serve.
- 3) The Helpline shall ensure documented procedures are in place for identifying new resources, acquiring information about them and, upon inclusion in the database, verification by the organization.
  - a) To collect information/data elements uniformly across organizations, the Helpline shall develop and use a standardized profile (“survey”) for new organizations to be included in the resource database.
- 4) The Helpline shall ensure documented procedures are in place for gathering and integrating interim information changes (i.e. changes that occur between the annual updates).
- 5) Organizations that do not respond after multiple attempts but cannot be deleted because they offer critical services, shall be updated via alternative methods (phone, website, or site visits). However, documentation on how the update was obtained and the reason for the decision not to delete the record are required. If updated by telephone, the name of the person who confirmed the information and the date shall be recorded. If updated through a website, information that the update was verified via the Internet and the date shall be included as documentation. If updated by site visit, the





names of the people visited, and the date shall be recorded. Once the I&R service is satisfied that it has obtained the best information possible and has documented how and when the update was performed as well as the reason for the decision not to delete the record, it is permissible to mark the agency as having received its annual review.

- 6) The Helpline shall ensure the update form, or the accompanying cover letter, has a statement that the Helpline reserves the right to edit information for brevity, clarity, and content, and to publish the information in a variety of media, subject to confidentiality issues.

### **Standard 11: Database Quality Assurance**

The quality assurance review process ensures that information in the resource database is accurate and complete.

- 1) The Helpline shall have a documented process to evaluate records in the resource database either annually or on a continuing basis throughout the year that involves multiple attempts to achieve a 100% verification rate within a 12-month cycle. Information that cannot be verified may be considered for removal for the database.
- 2) The Helpline shall be able to generate a report that lists resource records according to the date of last formal update to identify records that are out of compliance. The report shall be run at least quarterly. If more than 50% of records are out of date, the Helpline shall create a plan to bring the database up to date.
- 3) The Helpline shall ensure the resource department provides feedback to other I&R staff regarding important changes that have been made in the database as a result of information I&R specialists have supplied.

### **Standard 12: Resource Database Data Collection, Analysis and Reporting**

The resource database is the primary source of information about the programs and services available to the community served. The Helpline service collects, analyzes, and reports information that describes the types of services available, the organizations that provide them, and the specific areas in which services are available or unavailable in ways that are useful to themselves and community partners. An analysis of the resource database maintenance process also reveals information that can enhance both the quality and productivity of each I&R service (for example, by identifying issues for staff training).

### **Standard 13: Cooperative Relationships within the I&R System**

In communities that have comprehensive and specialized I&R providers, the Helpline shall develop cooperative and respectful relationships to build a coordinated I&R system which ensures broad access to I&R services, maximizes the utilization of existing I&R resources, avoids duplication of effort and encourages seamless access to community resource information.

- 1) It is recommended that the Helpline participates in ongoing cooperative program planning and development activities that take into consideration community needs, existing resources, and the activities of other I&R services.
- 2) The Helpline shall work cooperatively with other community I&R providers to identify changing community needs and to respond to those needs in a timely and appropriate fashion. Regular cooperation ensures that there is an immediate and effective response to the following:
  - a) Sudden changes in community conditions (e.g. community wide disaster) that may require special outreach efforts or other forms of collaborative response;
  - b) Changes in legislation; and
  - c) New information related to the area served that needs to be incorporated.

### **Standard 14: Cooperative Relationships with Service Providers**

The Helpline shall develop cooperative working relationships with local human services providers (e.g. food pantries and local homeless shelters) and larger service systems to build an integrated service delivery system that provides broad access to community services, maximizes the use of existing resources, and facilitates the ability of people who need services to easily find the most appropriate provider. I&R services with broader geographic reach (e.g. statewide, province-wide, regional, or national level programs) shall strive to develop similar working relationships within the area they serve.

The Helpline shall work cooperatively with service providers to address issues that have a critical impact on the community such as disaster relief and recovery, homelessness, health care service delivery, and one-stop collocated human services.

**DISASTER PREPAREDNESS:** The Helpline shall assess its role in meeting the needs of the community during times of disaster, which may vary depending on the population served. The role the Helpline plays in disaster situations may vary by the phase of the disaster (i.e., preparedness, response, relief, and recovery). The Helpline shall provide information and

referrals for inquirers who are experiencing a crisis due to a disaster of natural or human origin. Preparation includes development of an emergency operations and business contingency plan that enables the Helpline to continue providing services if its own facility is damaged or destroyed; and to support its ability to effectively accumulate, validate, and disseminate accurate disaster related information, the Helpline shall provide information and referral assistance for individuals impacted by a disaster, and provide community reports regarding inquirer needs and referrals.

**Standard 15: Emergency Operations and Business Contingency Plan**

- 1) The Helpline shall have a written disaster plan that specifically addresses incidents common to the area, and comprehensively prepare staff for most typical emergencies. The plan shall have two components:
  - a) An emergency operations component that defines what constitutes a disaster as well as the organization’s disaster response expectations, both internally and from the perspective of external stakeholders, and describes the steps the organization must take to meet the needs of the community in the aftermath of an event; and
  - b) A Continuity of Operations Plan (COOP) component that references emergency preparedness and mitigation activities, such as structural alterations and changes in business operations, and delineates the steps to be taken before, during, and after an emergency to prevent or minimize interruptions in business operations and ensure long-term recovery.
- 2) The Helpline shall have emergency operation procedures in place for maintaining service delivery during and after an emergency that may occur in the same area in which the program is located or in an area that impacts service delivery. The written procedures related to
  - a) Personnel Coordination
    - i) Designation of key staff;
    - ii) Delegations of authority;
    - iii) Order of succession;
    - iv) Expectations of personnel during duty and non-duty hours. Notification of personnel during duty and non-duty hours;
  - b) Designation of mission-essential functions;
  - c) Designation of alternative facilities;
  - d) Continuity of communications among staff before, during, and after a disaster;
  - e) Securing access to vital records and databases; and
  - f) Plans for reconstitution and termination of emergency measures.
- 3) The Helpline shall have written procedures that address specific types of emergencies including power outages, fires, medical emergencies, bomb threats, radiological threats, workplace violence, and other incidents that may require different forms of response (e.g. duck, cover, and hold during an earthquake or sheltering in place during a radiological emergency). Procedures for contacting emergency personnel shall be included.
- 4) The Helpline shall have written procedures for emergency evacuation of the facility following a disaster that impacts the immediate area surrounding the facility and potentially threatens staff safety. Procedures shall include special arrangements for helping staff or visitors with a disability leave the building.
- 5) The Helpline shall have written procedures for maintaining service delivery (e.g. answering inquiries and continuing to update community resources) during and after an emergency, including relocation or alternative modes of service delivery. If the I&R service plans to relocate in the event of loss of facilities, alternative sites will be identified.
- 6) The Helpline shall maintain critical contact and infrastructure information (e.g. telephone service provider and building management information).

**Standard 16: Relationships with Emergency and Relief Operations**

The Helpline shall participate in ongoing cooperative disaster response planning in the community and establish relationships, as necessary, to become recognized as an integral part of the community’s emergency preparedness and response network.

- 1) The Helpline shall ensure understanding of the command-and-control structure within its jurisdiction (i.e. the responsibilities and authority of officials at city, county, state/provincial, and federal levels) and its role and that of other organizations in the response, relief, and recovery phases of a disaster.
- 2) The Helpline shall ensure active participation in community meetings that address plans for disaster preparedness, mitigation, response, relief, and recovery.

**Standard 17: Disaster Resources**

The Helpline shall develop, maintain, and/or use an accurate, up-to-date computerized resource database containing information about available community resources that provide services in times of disaster. Database records shall include descriptions of the services organizations provide and the conditions under which services are available and shall be indexed and accessed using the Disaster Services section of the AIRS/211 LA County Taxonomy of Human Services.

- 1) The Helpline shall ensure the resource database includes information about permanent local, state, and federal disaster-related resources.
- 2) The Helpline shall ensure the addition of information in the resource database about organizations that have no formal role in emergency response but emerge in the context of particular disaster, specific relief and recovery services that come to life in response to the specific needs of the community, and specific services offered by organizations with a permanent record in the database (such as Red Cross Service Centers, special needs shelters, etc.).
- 3) The Helpline shall update the disaster resources annually, immediately prior to an anticipated disaster and throughout the response, relief, and recovery periods.
- 4) The Helpline shall have an alternative means for allowing staff to access disaster resources if computerized access is unavailable.
- 5) The Helpline shall verify all information before sharing it with others during a disaster. A streamlined verification process must provide a sufficient level of data validation to ensure accuracy.

**Standard 18: Disaster-Related I&R Service Delivery**

The Helpline shall provide information and referral services to the community during (when appropriate) and following a disaster or other emergency. This service shall include assessing the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of meeting those needs, and helping inquirers for whom services are unavailable by locating alternative resources and actively participating in linking inquirers to needed services or volunteer opportunities.

- 1) The Helpline shall ensure adequate staff to meet potential increases in inquirer contacts and needs.
- 2) The Helpline shall have in place mutual assistance agreements with other I&R services that include provisions for relocation of staff and/or redirection of calls.
- 3) The Helpline shall have a written protocol for staff who are assigned to provide information and referral at local assistance centers (LACs) or other off-site locations.
- 4) The Helpline shall ensure I&R specialists have the skills to respond effectively to people in crisis, work cooperatively with other organizations, remain flexible in a rapidly changing environment, are willing to work under adverse conditions (e.g. long hours or uncomfortable surroundings), are aware of their own stress level and coping mechanisms, respond appropriately in face-to-face communications, and work within boundaries of their I&R role.
- 5) The Helpline shall ensure I&R specialists are knowledgeable about the government emergency response service delivery system, the types of services people typically need before, during, and following a disaster, the organizations that generally provide such services, the types of organizations that may be closed or otherwise unable to deliver services due to an emergency (e.g. government offices and courts), atypical services people may need to access (e.g. open hardware stores and functioning ATM machines), and the structure and contents of the disaster database and/or other approved sources of disaster-related information.

**Standard 19: Disaster-Related Data Collection/Reports**

The Helpline shall track inquirer requests for service and referrals, collect demographic information from inquirers, and produce reports regarding requests for disaster-related services and referral activity.

- 1) The Helpline shall collect and organize inquirer data that facilitates appropriate referrals and provides a basis for describing requests for disaster-related services and identifying gaps and overlaps in service.

- 2) Following all emergencies that necessitate implementation of the provisions of the Disaster Preparedness standards, the Helpline shall produce an after-action report that documents the special activities of the agency with a focus on what worked well and what needs to be improved through revisions of the agency's disaster plan and/or additional training or staff.

### **Standard 20: Disaster-Related Technology Requirements**

The Helpline shall have technology in place that facilitates the ability of the organization to maintain service delivery during times of disaster or a localized emergency. Recommendations for continued operations include an emergency generator, back-up systems for telephones, or an alternate phone number in a different location for staff to access the agency, in case of an emergency that makes the regular phone lines inaccessible.

- 1) The Helpline shall ensure regular and emergency methods of electronic communication (via email, instant messaging, text/SMS messaging, satellite phones or mobile devices) between staff and management for use internally, for after-hours contacts, and when necessary for pre-and post-disaster events.
- 2) The Helpline shall establish relationships with its telephone service provider, Internet Service Provider (ISP), website hosting vendor, and I&R software vendor to ensure that the organization is given high priority for continued service in times of disaster.
- 3) The Helpline I&R service shall have the ability to reroute calls to another location if its own business site is not accessible.

### **Standard 21: Disaster Training and Exercise**

The Helpline shall train staff on emergency operations and business expectations upon hiring and provide ongoing training at least annually. It is recommended that the Helpline actively participate in community disaster exercises to test the Helpline's emergency operations plan.

The Helpline shall provide general training for staff that addresses the specific types of disasters common to the area, the Helpline's role, and mission in times of disaster, the phases of disaster, federal, state/provincial, and local response plans and resources, and other topics that will help prepare staff for an emergency and ensure that they understand their Helpline's commitments.

## **ORGANIZATIONAL EFFECTIVENESS**

The Organizational Effectiveness standards describe the governance and operational structure the Helpline needs to fulfill its mission, including development of policies and procedures.

### **Standard 22: Governance and Oversight**

The Helpline shall operate under the auspices of the AAA, which is governed by representatives of the diverse interest of the community.

- 1) The governing body shall oversee implementation of program goals and objectives to ensure quality of service and sustainability of the AAA and the Helpline. The governing body (Board of Directors), at a minimum, shall:
  - a) Ensure that the Helpline has an adequate number of staff and a program manager who is accountable for the operation of the Helpline;
  - b) Assist in procuring financial and technical assistance to sustain the I&R service;
  - c) Adopt an annual budget, maintain financial records, and provide for an annual audit by an independent certified public accountant;
  - d) Promote the Helpline system throughout the community ensuring appropriate publicity, public relations, and outreach.
- 2) The Helpline shall formally adopt, date, and regularly review written policies that clearly articulate the general principles by which the Helpline is managed. The Helpline shall ensure that organizational policies are available to all employees and that they include employee and hiring policies and procedures.
- 3) The Helpline shall have a formal process for registering and resolving complaints from inquirers, staff members, and the community, and shall provide protections for whistleblowers.

- 4) The AAA and Helpline shall have a Code of Ethics that establishes fundamental values and professional standards of conduct for staff in their relationships with their colleagues, their employers, the people they serve, the human service professionals with whom they interact, and the community.
- 5) The AAA and Helpline shall have a statement approved by the organization’s governing body prohibiting discrimination in all its forms and documenting its intention to comply with all laws, orders, and regulations addressing this issue.
- 6) The Helpline shall provide accessible space and equipment sufficient to ensure confidential interviewing in order for staff to effectively perform their duties.

**Standard 23: Technology**

The Helpline shall use technology that improves access to information and enhances its ability to serve inquirers efficiently and effectively. The main role of technology is to enhance and strengthen information sharing while accommodating people’s communication preferences. Technology includes telephone systems, telecommunications, computer systems and applications, assistive technology for people with disabilities, and searchable I&R databases on the Internet.

- 1) The Helpline shall ensure that individuals with disabilities seeking information or services have access to its searchable I&R database that is comparable to that provided to persons without disabilities. The Helpline shall also ensure that employees with disabilities and the public have access to I&R software with reasonable accommodations including features such as speech to text, text to speech, captioning, audio description, and other types of assistive technology.
- 2) The Helpline shall have policies and procedures that protect the inquirer’s right to privacy and anonymity while preserving the I&R specialist’s ability to provide for the individual’s safety should personal identification become necessary.
- 3) The Helpline shall ensure that the I&R service has access to professional technical expertise to appropriately maintain all technology and that provisions are in place to ensure a priority response to any breakdowns in key infrastructure.

**Standard 24: Personnel Management**

The Helpline shall have in place a framework and mechanisms for program and personnel management that provide for the continuity and consistency required for effective service delivery.

- 1) The Helpline shall recruit and hire staff who are competent, ethical, qualified, sufficient in number to implement service policies, and reflect the community they serve.
- 2) The Helpline shall have up-to-date job descriptions for all employees and volunteers outlining responsibilities, essential job functions, and lines of accountability. The job descriptions must be dated within the last three years.
- 3) The Helpline shall provide ongoing supervision and annual evaluation of employees and volunteers by qualified I&R managers, using standardized observation and performance appraisal forms. Performance problems shall be identified, documented, and addressed in an individual performance improvement plan. Staff evaluations shall address specific responsibilities and job functions outlined in individual job descriptions. Quality indicators for the Helpline may include the following:
  - a) Call Monitoring/Remote Listening: Live or recorded calls that are randomly selected for review and feedback on a regular basis.
  - b) Secret Shopper Calls: Sometimes known as mystery calls, these are calls conducted by staff or a designated third party without the knowledge of the I&R specialist handling the call. They allow for the “real feeling” of a typical call (including the voice messaging in queue) to be experienced in the same way as a typical client. The results of these calls can be scored in the same manner as other monitored interactions.
  - c) Mentoring/Coaching: The use of individual sessions, team discussions, role playing, and other techniques to mentor and coach I&R specialist to ensure quality service delivery.
  - d) Call Management System Reports, Measures and Metrics: The call management component of the telephone system produces weekly and monthly reports that provide data on the following items which may be analyzed to assess individual staff and Helpline efficiency and productivity:
    - i) Calls received;
    - ii) Calls answered;
    - iii) Calls refused; and

- iv) Average call handling time.
  - e) Case Examples: Examples of calls submitted monthly by an I&R specialist that illustrate their call handling techniques. A case example is a written, detailed analysis of how an information and referral calls was handled. The components of a case example include the following:
    - i) Demographic Information (non-identifying name of I&R specialist, date of call, language of call, subject, line of service (e.g. 211, victim support line).
    - ii) Presenting situation/problem.
    - iii) Assessment.
    - iv) Actions/referrals provided.
    - v) Follow-up/advocacy if appropriate.
  - f) Complaints and commendations an I&R specialist has received.
- 4) If the Helpline permit staff to work off-site, the Helpline must ensure the security and confidentiality of inquirer data and ensure the availability of technology to support the ability of staff to do all or part of their work off-site. For the most part, this innovation provides flexibility and responsiveness to the needs of individual staff. However, in the case of I&R specialists who may be directly serving the public from an off-site location, procedures must be in place to ensure compliance with all service delivery standards regardless of where an I&R inquiry is handled. To ensure that the public experiences no discernible difference in the quality of service, special requirements for off-site I&R service delivery shall be in place, including provisions for I&R specialists to:
- a) Make three-way calls to connect the inquirer to external services including language translation services;
  - b) Contact emergency services while maintaining a connection with the inquirer;
  - c) Work in a distraction-free environment;
  - d) Access supervisory assistance, when required, and for supervisors to exercise quality assurance measures; and
  - e) Access personnel policies and training opportunities that reflect off-site circumstances.
- 5) The Helpline shall track employee turnover or attrition and have a process for identifying when the turnover percentage impacts service quality.

**Standard 25: Staff Training**

The Helpline shall maintain a training policy and make training available to employees and volunteers.

- 1) The Helpline shall provide training for employees and volunteers based on pre-determined training goals with curriculum objectives defining behavioral outcomes for each module.
- 2) The Helpline shall provide an orientation for new employees and volunteers that addresses the role, mission, and function of the I&R service; the role of the governing body; federal, state, and local laws affecting service delivery (e.g., abuse reporting); and the structure, policies, and procedures of the AAA.
- 3) The Helpline shall ensure that training for I&R specialists includes:
  - a) Pre-service training appropriate to the knowledge and skills of new staff to ensure that they meet organizational expectations;
  - b) On-the-job training that involves increasing levels of responsibility in handling inquiries; and
  - c) In-service training that focuses on refining and updating the staff’s knowledge about the aging network, state and federally funded programs, and skills and work-related attitudes and behaviors.
- 4) The Helpline shall ensure training for resource staff includes an overview of the local community service delivery system, inclusion/exclusion criteria for the resource database, data elements, taxonomy indexing, database maintenance procedures, use of the I&R service’s software, development, and distribution of database products and, when appropriate, training in the I&R service’s area of specialization (e.g. disability issues or aging issues).
- 5) The Helpline shall ensure that the content of the staff training program is consistent with the ABCs of I&R published by AIRS or the Department of Elder Affairs Information and Referral/Assistance training module.

- 6) The Helpline shall systematically evaluate the effectiveness of its training program and the performance of its trainers and modify the training based on evaluation results.
- 7) It is recommended that I&R specialists and resource specialists seek professional certification through recognized programs at the state/provincial, regional, or national level.

**Standard 26: Promotion and Outreach**

The Helpline shall establish and maintain a program that increases public awareness of I&R services, its objectives, and its value to the community. At least two outreach projects targeting low-income older individuals, including low-income minority, older individuals with limited English proficiency, and older individuals residing in rural areas, must be completed annually.

- 1) The Helpline shall have an outreach plan that employs a systematic methodology for publicizing the organization's services to its targeted population and to other community resources (e.g. other agencies, faith-based organizations, law enforcement, and schools). The I&R service may publicize its services using a variety of methods, including social media, which are tailored to meet the needs of diverse populations and may include:
  - a) Personal contact;
  - b) Speaking engagements;
  - c) Community meetings;
  - d) Feature articles;
  - e) News stories;
  - f) Displays;
  - g) Public service announcements or listings;
  - h) Telephone Directories;
  - i) Printed materials such as brochures;
  - j) Posters and billboards;
  - k) Booths at fairs;
  - l) Radio;
  - m) Television; and
  - n) Internet web page.
- 2) The I&R service shall publicize its services to people in the community who may experience barriers to accessing services due to physical, mental, or developmental disabilities; homelessness or social isolation; language or cultural background; or other vulnerabilities.

**Standard 27: Quality Assurance**

The Helpline shall have the ability to assess the quality and effectiveness of all aspects of its operation including its service delivery, resource database, reports and measures, cooperative relationships, disaster preparedness and organizational structure. These determinations shall be made through on-going quality assurance procedures supported by the collection and utilization of information that can be used to manage and continuously improve resource database management and the service delivery process, and through periodic formal evaluations that are used to implement measurable improvements.

- 1) The Helpline shall have a process for examining its viability as an organization, the effectiveness of its services, its appropriate involvement in the community, and its overall impact on the people it serves.
- 2) To support management information needs, the Helpline shall have a method for tracking key performance indicators (KPIs) such as:
  - a) Call volume;
  - b) Abandoned calls;
  - c) Average abandonment rate;



- d) Average speed of answer;
  - e) Average call handling time; and
  - f) Average talk time.
- 3) The Helpline shall conduct regular customer satisfaction/quality assurance surveys with a minimum of 3 percent (3%) of inquirers [one percent (1%) of the specified percentage must include individuals with limited English proficiency, persons with a disability, or low-income minorities residing in a rural area] to assess overall service performance and I&R service outcomes. The surveys may occur during the original contact with an inquirer, in conjunction with follow-up (after determining whether the inquirer's needs have been met), or in a separate call made for quality assurance purposes. It is important that survey participants be randomly selected. Customer satisfaction questions shall include the following:
- a) Was the I&R specialist polite and helpful?
  - b) Did the inquirer feel they were listened to?
  - c) Did the inquirer receive a choice of referrals where appropriate?
  - d) Would the inquirer contact the Helpline again?
  - e) Would the inquirer recommend the Helpline I&R service to family and friends?

If while conducting client satisfaction/quality assurance surveys, it is determined that the original need of the inquirer has not been met or that the inquirer has new needs, the Helpline shall have procedures in place to provide additional information, referrals, or advocacy.

Reference: The Older Americans Act (OAA) contract standards have been adopted with modifications from the AIRS Standards for Professional Information and Referral.

***END OF ATTACHMENT I***





**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 and the Department of Elder Affairs, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department of Elder Affairs and/or 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 Department of Elder Affairs and/or the Agency. In the event the Department of Elder Affairs and/or 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 Department of Elder Affairs and/or 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 Department of Elder Affairs as a pass-through to 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 Department of Elder Affairs through 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 Department of Elder Affairs and/or 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 Department of Elder Affairs and/or 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 Department of Elder Affairs through 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 Agency.



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 the following:

The Agency at the following address:

**Northwest Florida Area Agency on Aging  
Attn: Fiscal Director  
5090 Commerce Park Drive  
Pensacola, Florida 32505**

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).

(January 2023 – December 2023)

\*\*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**

**Note:** Title 2 CFR Part 200, 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#): 2201FLOASS, 2201FLOACM, 2201FLOAHD, 2201FLOAPH, 2201FLOAFC, 2201FLOANS</b>			
<b>DUNS NUMBER: 088780291</b>		<b>FEDERAL AWARD DATE: 11/8/2021 and 11/10/2021</b>	
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
Older Americans Act Title III B [REDACTED] – Support Services	U.S. Health and Human Services	93.044	[REDACTED]
Older Americans Act Title III B [REDACTED] – Support Services	U.S. Health and Human Services Carry Forward	93.044	[REDACTED]
Older Americans Act Title III B – Carry Forward	U.S. Health and Human Services	93.044	-
Older Americans Act Title III C1 [REDACTED] – Congregate Meals	U.S. Health and Human Services	93.045	[REDACTED]
Older Americans Act Title III C1 [REDACTED] – Congregate Meals	U.S. Health and Human Services Carry Forward	93.045	[REDACTED]
Older Americans Act Title III C1 – Carry Forward	U.S. Health and Human Services	93.045	-
Older Americans Act Title III C2 [REDACTED] – Home Delivered Meals	U.S. Health and Human Services	93.045	[REDACTED]
Older Americans Act Title III C2 [REDACTED] – Congregate Meals	U.S. Health and Human Services Carry Forward	93.045	[REDACTED]
Older Americans Act Title III C2 – Carry Forward	U.S. Health and Human Services	93.045	-
Older Americans Act Title III E [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]
Older Americans Act Title III EG [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]
Older Americans Act Title III ES [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]
Older Americans Act Title III E [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]
Older Americans Act Title III EG [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]
Older Americans Act Title III ES [REDACTED] – Caregiver Support Services	U.S. Health and Human Services	93.052	[REDACTED]



Older Americans Act Title III E – Carry Forward	U.S. Health and Human Services	93.052	-
Older Americans Act Nutrition Services Incentive Program (NSIP) – [REDACTED]	U.S. Health and Human Services	93.053	[REDACTED]
Older Americans Act Nutrition Services Incentive Program (NSIP) – [REDACTED]	U.S. Health and Human Services	93.053	[REDACTED]
Older Americans Act Nutrition Services Incentive Program (NSIP) – Carry Forward	U.S. Health and Human Services	93.053	-
<b>TOTAL FEDERAL AWARD</b>			[REDACTED]



**ATTACHMENT II  
EXHIBIT 2 - FUNDING SUMMARY**

**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>
		N/A	
<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 this 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.
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.
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.
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.
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 the 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 Department of Elder Affairs 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 Department 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 Department of Elder Affairs and 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 the Agency? 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 State of Florida Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department of Elder Affairs or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.



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



**ATTACHMENT VI  
CONTRACTOR'S STATE CONTRACT LIST**

# Contractor's State Contract List

**REPORT PERIOD:**

From:   
To:

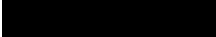
**CONTRACTOR INFORMATION:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
FEID: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

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



**ATTACHMENT VII  
BACKGROUND SCREENING**



Ron DeSantis  
*Governor*

Michelle Branham  
*Secretary*



**BACKGROUNDSCREENING  
Attestation of Compliance - Employer**

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

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability ResourceCenters, 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*

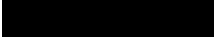
I, \_\_\_\_\_ do hereby affirm under penalty of  
*Name of Representative*

perjury 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

DOEA Form 235, Attestation of Compliance - Employer, Effective January 19, 2021  
F.S. Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>  
Section 435.05(3),



**ATTACHMENT VIII  
CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)**

*CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED*

**CONTRACTOR NAME:** \_\_\_\_\_

**AGENCY CONTRACT NUMBER:** \_\_\_\_\_

**\*REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**\*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO AGENCY)**

**AGENCY CONTRACT MANAGER:** \_\_\_\_\_

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

*CONTACT CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.*

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

**AGENCY USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**  
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR  
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

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

*INSTRUCTIONS*

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



ATTACHMENT X  
INVOICE SCHEDULE

Report Number	Based On	Submit to State On This Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Receipts and Expenditure Report and Request for Payment	February 10
4	February Receipts and Expenditure Report and Request for Payment	March 10
5	March Receipts and Expenditure Report and Request for Payment	April 10
6	April Receipts and Expenditure Report and Request for Payment	May 10
7	May Receipts and Expenditure Report and Request for Payment	June 10
8	June Receipts and Expenditure Report and Request for Payment	July 10
9	July Receipts and Expenditure Report and Request for Payment	August 10
10	August Receipts and Expenditure Report and Request for Payment	September 10
11	September Receipts and Expenditure Report and Request for Payment	October 10
12	October Receipts and Expenditure Report and Request for Payment	November 10
13	November Receipts and Expenditure Report and Request for Payment	December 10
14	December Receipts and Expenditure Report and Request for Payment	January 10
15	<b>Final</b> Receipts and Expenditure Report and Request for Payment	February 1

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

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to January 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 Receipts and Expenditure report.

Note # 2: Advance recoupment shall start with the third monthly Request for Payment submission. The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C, 1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.

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





**ATTACHMENT X**  
**INFORMATION AND REFERRAL REPORT SCHEDULE**  
**EXHIBIT 1**

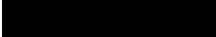
<b>Program Name</b>	<b>Report</b>	<b>Reporting Requirement</b>	<b>Report Due Date</b>
Information and Referral	Quarter 1	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for January – March.	April 10
Information and Referral	Quarter 2	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for April – June.	July 10
Information and Referral	Quarter 3	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for July – September.	October 10
Information and Referral	Quarter 4	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for October – December.	January 10



**ATTACHMENT X**  
**TITLE IIID PROGRAMMATIC REPORTING SCHEDULE**  
**EXHIBIT 2**

<b>Program Name</b>	<b>Report</b>	<b>Reporting Requirement</b>	<b>Service Month</b>	<b>Report Due Date</b>
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 1	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	January	February 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 2	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	February	March 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 3	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	March	April 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 4	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	April	May 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 5	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	May	June 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 6	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	June	July 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 7	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	July	August 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 8	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	August	September 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 9	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	September	October 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 10	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	October	November 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 11	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	November	December 10
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 12	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	December	January 10





**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII  
RECEIPTS AND EXPENDITURE REPORT**

**EXHIBIT 1**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III & General Revenue  Administration  PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____
---	---	---

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete 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. Federal Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. State Match	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Local In-Kind Match	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!

PART B : CONTRACTED EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Expenses	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For tracking purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match: CCE / GR	\$0.00	\$0.00	\$0.00	#DIV/0!
HCE / GR	\$0.00	\$0.00	\$0.00	#DIV/0!
Other and In-Kind	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Local Match	\$0.00	\$0.00	\$0.00	#DIV/0!
3. TOTAL	\$0.00	\$0.00	\$0.00	#DIV/0!

<b>D: INTEREST</b>	
1. Earned on Advances	<b>\$0.00</b>
2. Returned on Advances	<b>\$0.00</b>



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 2**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  IIIB  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART B : EXPENDITURES</b>  1. AAA Direct Services 2. Subcontractor 3. IIIB Set Aside 4. IIIB Set Aside DRR (Disaster Recovery Reserve)  5. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          <b>\$0.00</b>          </u>  2. Return on Advances <u>          <b>\$0.00</b>          </u>  3. Other Earned <u>          <b>\$0.00</b>          </u>				

DOEA FORM 105as-IIIB revised 10/19/18



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 3**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  C1  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____
--	---	---

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

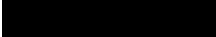
Prepared by : \_\_\_\_\_ Date : \_\_\_\_\_ Approved by : \_\_\_\_\_ Date : \_\_\_\_\_

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. Federal Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Program Income - Non Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!
6. Local In-Kind Match	\$0.00	\$0.00	\$0.00	#DIV/0!
7. 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. Subcontractor	\$0.00	\$0.00	\$0.00	#DIV/0!
2. C1 Set Aside DRR (Disaster Recovery Reserve)	\$0.00	\$0.00	\$0.00	#DIV/0!
3. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match				
a. Other and In-Kind	\$0.00	\$0.00	\$0.00	#DIV/0!
b. Local Match	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. TOTAL OTHER	\$0.00	\$0.00	\$0.00	#DIV/0!

PART D: INTEREST	
1. Earned on Advances	\$0.00
2. Return on Advances	\$0.00
3. Other Earned	\$0.00



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 4**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  C2  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!  #DIV/0!
<b>PART B : EXPENDITURES</b>  1. Subcontractor 2. C2 Set Aside DRR (Disaster Recovery Reserve)  3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00  \$0.00	2. Expenditures For This Report  \$0.00 \$0.00  \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0!  #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00  \$0.00  \$0.00	2. Expenditures For This Report  \$0.00 \$0.00  \$0.00  \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00  \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0!  #DIV/0!  #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          <b>\$0.00</b>          </u>  2. Return on Advances <u>          <b>\$0.00</b>          </u>  3. Other Earned <u>          <b>\$0.00</b>          </u>				



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 5**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  IIID  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____
---	---	---

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete 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. Federal Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. For This Report	3. Year to Date	4. Percent of Approved Budget
1. AAA Direct Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Subcontractor	\$0.00	\$0.00	\$0.00	#DIV/0!
3. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!

PART D: INTEREST	
1. Earned on Advances	<u>          <b>\$0.00</b>          </u>
2. Return on Advances	<u>          <b>\$0.00</b>          </u>
3. Other Earned	<u>          <b>\$0.00</b>          </u>





**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 6**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE :  Title III  IIIIE  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!  #DIV/0!
<b>PART B : EXPENDITURES</b>  1. AAA Direct Services 2. Sub-Contracted Services 3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0!
<b>PART C : OTHER EXPENDITURES (For Tracking Purposes only)</b>  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART D : EXPENDITURES ANALYSIS</b>  1. Expenditures by Services Year to Date:  1. Information..... \$0.00 2. Assistance..... \$0.00 3. Counseling..... \$0.00 4. Respite..... \$0.00 5. Supplemental Services..... \$0.00 6. TOTAL..... \$0.00  Part B Line 3, column 3 should be equal to this total.	2. Units of Services Year to Date  ..... 0 ..... 0 ..... 0 ..... 0 ..... 0		3. Number of People Served Year to Date  ..... 0 ..... 0 ..... 0 ..... 0 ..... 0	
<b>PART E : GRANDPARENT SERVICES (reported by Federal Fiscal Year)</b> FFY _____ \$ _____ FFY _____ \$ _____ FFY _____ \$ _____ Match \$ _____ Match \$ _____ Match \$ _____				
<b>PART F: INTEREST</b>  1. Earned on Advances _____ \$0.00 2. Returned on Advances _____ \$0.00 3. Other Earned _____ \$0.00				



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XII**

**EXHIBIT 7**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE :  Title III  NSIP  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____
---	--	---

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

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

PART A: EXPENDITURE COMPUTATION	YEAR TO DATE		CURRENT MONTH	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
1. Number of Meals Served	0	0	0	0
2. Line 1 Times \$ .72 cents per Meal	\$0.00	\$0.00	\$0.00	\$0.00
	Year To Date Total Meals _____ 0		Current Month Total Meals _____ 0	
	Year To Date Total Expenditures _____ \$0.00		Total Current Expenditures _____ \$0.00	

PART B: CONTRACT SUMMARY	
1. Approved Contract Amount	\$0.00
2. Actual Expenditures for this Report	\$0.00
3. Total Expenditures Year to Date	\$0.00
4. Contract Balance	\$0.00



**DEPARTMENT OF ELDER AFFAIRS FORMAT**

**ATTACHMENT XIII**

**COMPUTATION OF CARRYFORWARD AND OVERADVANCE OAA TITLE III**

PSA \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract # \_\_\_\_\_

	AAA ADMINISTRATION		TITLE III B	TITLE III C1	TITLE III C2	TITLE III D	TITLE III E	NSIP	TOTAL
	FED FUND	GEN REV	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	
<b><u>CARRYFORWARD</u></b>									
1. CURRENT YEAR FUNDING : FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. CONTRACT TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. NET EXPENDITURES FOR CONTRACT YEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. CURRENT FFY CARRYFORWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. CARRYFORWARD PERCENTAGE	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!
<b><u>OVERADVANCES</u></b>									
8. TOTAL FUNDS ADVANCED AND/OR REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. LESS: EXPENDITURES FROM LINE 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. AMOUNT OF OVERADVANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

11. REPORT APPROVED FOR AAA BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

12. REPORT APPROVED BY DOEA DIVISION OF FINANCIAL ADMINISTRATION:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

13. REPORT APPROVED BY DOEA CONTRACT MANAGEMENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### ATTACHMENT XIV COST REIMBURSEMENT SUMMARY

PSA _____		Contract # _____	
		Contract Period: _____	
		Report Period _____	
		Report # _____	
Budget Category	Description	Number of units	Amount
Administration			
<b>TOTAL ADMINISTRATION</b>			\$0.00
Expenses			
	<b>TOTAL EXPENSES</b>		



**ATTACHMENT XV  
SERVICE RATE REPORT**

Program: Federally Funded		From 01/01/2023 to 12/31/2023		
Program	Service	Method of Payment	Total Rate	Reimbursement Rate
OA3B	CASE AID	Fixed Fee/Unit Rate	\$36.13	\$32.52
	CASE MANAGEMENT	Fixed Fee/Unit Rate	\$53.87	\$48.48
	COMPANIONSHIP	Fixed Fee/Unit Rate	\$31.36	\$28.22
	HOMEMAKER	Fixed Fee/Unit Rate	\$33.25	\$29.93
	RECREATION	Fixed Fee/Unit Rate	\$2.43	\$2.19
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$50.36	\$45.32
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES	Cost Reimbursement	Cost Reimbursement	Cost Reimbursement
	TRANSPORTATION	Fixed Fee/Unit Rate	\$16.76	\$15.08
	TELEPHONE REASSURANCE (TERACV) After Covid Flexibilities	Fixed Fee/Unit Rate	\$45.21	\$40.69
O3C1	CONGREGATE MEALS	Fixed Fee/Unit Rate	\$12.88	\$11.59
	NUTRITION SCREENING	Fixed Fee/Unit Rate	\$19.47	\$17.52
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$2.46	\$2.21
	TELEPHONE REASSURANCE (TERACV) After Covid Flexibilities	Fixed Fee/Unit Rate	\$45.21	\$40.69
O3C2	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$10.63	\$9.57
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$2.46	\$2.21
	TELEPHONE REASSURANCE (TERACV) After Covid Flexibilities	Fixed Fee/Unit Rate	\$45.21	\$40.69
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$50.36	\$45.32
OA3E	RESPIRE IN-HOME	Fixed Fee/Unit Rate	\$31.30	\$28.17
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$50.36	\$45.32
	TELEPHONE REASSURANCE (TERACV) After Covid Flexibilities	Fixed Fee/Unit Rate	\$45.21	\$40.69
OA3EG	CHILD DAY CARE	Fixed Fee/Unit Rate	\$12.21	\$10.99
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$50.36	\$45.32
OA3ES	DIRECT PAY SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES*	Cost Reimbursement	Cost Reimbursement	Cost Reimbursement
	MATERIAL AID*	Cost Reimbursement	Cost Reimbursement	Cost Reimbursement
	TELEPHONE REASSURANCE (TERACV) After Covid Flexibilities	Fixed Fee/Unit Rate	\$45.21	\$40.69
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES*	Cost Reimbursement	Cost Reimbursement	Cost Reimbursement
*As stipulated in contract, these services are provided on a cost reimbursement basis				



**ATTACHMENT XVI**  
**OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS**

***I. Report Submission***

The Contractor shall complete and submit an OAA Annual Volunteer Activity Report electronically following Department of Elder Affairs and/or Agency guidance, per the report specifications below.

***II. Categories & Definitions***

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

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

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

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

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

***III. Survey Questions***

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

***IV. Service Categories***

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

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

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

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

**AmeriCorps Vista:** VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Elder Abuse Prevention Programs:** Prevention strategies for elder abuse neglect, and exploitation, fraud, scams, identity theft, and programs on home safety. **SHINE and Florida SHINE/SMP:** The SHINE Program provides free and unbiased counseling through a dedicated network of volunteers, empowering Florida seniors to make informed decisions. Through the SHINE Program, SHINE volunteers help Medicare beneficiaries, their families, and caregivers through education, counseling, and assistance. Through the SHINE/SMP (Senior Medicare Patrol) Program, volunteers also educate beneficiaries to protect, detect and report potential errors, fraud, and abuse with their Medicare Coverage.

**Special Events:** Time-limited events.

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

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

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



ATTACHMENT XVII

SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM

BUDGET YEAR:

RECIPIENT NAME:

PRIOR YEAR RATE:

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