

(July 2023 – June 2024)

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**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Elder Affairs (Department or DOEA) and Northwest Florida Area Agency on Aging, Inc. (Contractor), collectively referred to as the “Parties.” The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.

WITNESSETH THAT:

WHEREAS, the Department 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 Department.

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 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 **June 30, 2024**.

4. Contract Amount:

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

5. Renewals:

By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), the Department 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 Department 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 \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Department.

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

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Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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

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

6.2 The Contractor shall not employ an unauthorized alien. The Department 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 Department.

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 Department 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 DOEA 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.

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- 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 Department 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 Department 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.
- 7.13** The Contractor shall also provide a notice, agenda and copies of any related meeting materials to the DOEA Division Director for Statewide Community Based Services.
- 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., as they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are "direct service providers" as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Department within thirty (30) days of execution of this contract. Should the Department have a completed Screening Form on file for the Contractor, a new Screening Form shall be submitted to the Department every twelve (12) months, and the Contractor shall also

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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 Department's Contract Manager within thirty (30) days upon notification.

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

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 to perform the contracted services.

10.1.2 Upon request from the Department's custodian of public records, provide the Department 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 Department.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department 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 Department in a format that is compatible with the information technology systems of the Department.

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

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

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

10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department 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 Department in a format that is compatible with the information technology systems of the Department.

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 Department 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 Department.
- 11.3** Upon demand, at no additional cost to the Department, 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 Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department 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 Department 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

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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 Department 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 Department:

The Contractor shall permit persons duly authorized by the Department 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 Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department 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 Department's Contract Manager.

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to the Department, 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 Department, 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 Department 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 Department and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the execution of this contract or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions, or causes of action arising solely out of the negligence of the Department.

- 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 Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

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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 Department 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 Department 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 Department 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 Department's Contract Manager (by telephone) with an email to immediately follow.

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

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Department 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 Department: (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 State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "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 "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

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24. Assignments:

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

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 Department deems necessary. The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.
- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor and any of its Subcontractors are independent Contractors and are not employees of the Department, and that they shall not hold themselves out as employees or agents of the Department without prior specific authorization from the Department. It is the further intent and understanding of the Parties that the Department 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 DOEA 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 Department'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 Department 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 Department. 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 Department. In the event that the Department first discovers an overpayment has been made, the DOEA 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 Department 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

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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 DOEA's 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 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 with Communications.** Contactors 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 Department 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.

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32. Public Entity Crime:

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

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

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

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

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

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

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

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

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

33.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

33.4 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

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must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will 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 Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

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

35. Emergency Preparedness and Continuity of Operations:

- 35.1 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 DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department 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 Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOEA Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOEA 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

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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 Department or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department'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 DOEA 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 Department. 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.

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

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

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47. Addition/Deletion:

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

48. Waiver:

The delay or failure by the Department to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Department'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 Department.

50. Final Invoice:

The Contractor shall submit the final invoice for payment to the Department 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 Department 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 Department.

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 Department's operating budget.

52. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department 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 Department 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 Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. The Department 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

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

54.2 Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department 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 Department may substitute any Department employee to serve as the DOEA Contract Manager.

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with section 19 of the contract and may not contain any information concerning a recipient of services under this contract except with the recipient's written consent.

G. Records and Documentation

1. Requests for Payment

The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Department or authorized individuals or entities, such as the Department of Financial Services, upon request.

2. eCIRTS Data and Maintenance

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

3. eCIRTS Address Validation

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

4. Data Integrity and Back up Procedures

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

5. Policies and Procedures for Records and Documentation

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

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A. above.
- b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.D. above.
- c. Timely and accurately submit to the Department all required documentation and reports described in Section II.E. above; and
- d. Timely (i.e., in accordance with the Annual Budget Summary) and accurately submit the Request for Payment, the Receipt and Expenditure Report, and supporting documentation to the Department.

2. Annual Programmatic Monitoring Report

The Contractor's performance of the measures in Section II.H.1., above, will be reviewed and documented in the Department's Annual Programmatic Monitoring Report.

3. Monitoring and Evaluation Methodology

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The Department 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, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department 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.

I. Contractor Responsibilities

1. Contractor Accountability

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

2. Coordination with Other Providers and/or Entities

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

J. Department Responsibilities

1. Department Obligations

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

2. Department Determinations

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

III. METHOD OF PAYMENT

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate

Payments for Fixed Fee/Unit Rate shall not exceed amounts established in the Service Rate Report.

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2. Cost Reimbursement

Payment may be authorized only for allowable expenditures which are in accordance with the services specified in the Service Rate Report. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report, as well as the Cost Reimbursement Summary Form, beginning with the first month of this contract. Reimbursement amounts for administrative costs must be reflected on the Cost Reimbursement Summary Form and include only items contained on the Contractor's Cost Analysis Form. The Department reserves the right to review supporting documentation for any cost reimbursement requests.

3. Advance Payments

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

- a. Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Department. The Contractor shall submit to the Department documentation to support full distribution of advanced funds with Report Number 5, due to the Department on October 21, 2023, in accordance with the Invoice Report Schedule (Attachment IX).
- b. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on the Request for Payment (Attachment XI), Report Number 5, due to the Department on October 21, 2023, in accordance with the Invoice Report Schedule (Attachment IX).
- c. All advance payments made to the Contractor shall be reimbursed to the Department as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with Report Number 5, in accordance with the Invoice Report Schedule (Attachment IX).

B. Funding Distribution

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

C. Method of Invoice Payment

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

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MyFloridaMarketPlace (MFMP) during registration.
2. Request payment on a monthly basis for the units of services established in the Contractor's approved Area Plan, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Reimbursement amounts for administrative costs must be reflected on the Cost Reimbursement Summary Form and include only items

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contained on the Contractor's Cost Analysis Form. Any requested changes to the approved budget after the execution of this contract must be submitted to the DOEA Contract Manager for written approval. Any change to the total contract amount requires a contract amendment.

3. The Contractor shall consolidate all subcontractors' Requests for Payment and Receipt and Expenditure Reports that support Requests for Payment and shall submit to the Department using the attached Request for Payment form, Receipt and Expenditure Report, and Cost Reimbursement Summary for services and administrative expenses, which must include itemized expenditure categories; and
4. All Requests for Payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is listed in the Invoice Schedule.

D. Payment Withholding

Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowances.

E. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Department no later than August 17, 2024.

F. 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 current DOEA 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 prior to submitting their Requests for Payment and Receipt and Expenditure Reports to the Contractor. The Contractor shall establish deadlines for completing eCIRTS data entry and ensure compliance with due dates for the Requests for Payment and Receipt and Expenditure Reports that Contractor must submit to the Department.

G. Subcontractors' Monthly eCIRTS Reports

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

H. Corrective Action Plan

1. Contractor shall ensure one hundred percent (100%) of the deliverables identified in Section II.E.1-3 of this contract are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the DOEA Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.E.1-3 of this contract, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the DOEA Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the DOEA Contract Manager. The Department shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced below in Section III.I. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Department will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Department shall deduct the percentage established below in Section III.I. of this contract from the payment for the invoice of the following month.

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4. If the Contractor fails to timely submit a CAP, the Department shall deduct the percentage established below in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

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

1. Delivery of services to eligible clients as referenced in Section II.A.1-3. and Section II.E.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 Department’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III.H.
2. Administrative responsibilities as referenced in Section II.E.3. of this contract – Failure to perform management and oversight of ADI 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 Department’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III.H.
3. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Department’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department approved CAP, referenced in Section III.H.

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 DOEA Contract Manager in writing no later than June 30, 2024. Email requests are considered acceptable.

B. Contractor’s Financial Obligations

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

The Contractor is expected to spend all funds provided by the Department 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 to avoid having a wait list and a surplus of funds at the end of the contract period. If the Department determines that the Contractor is not spending service funds accordingly, the Department may transfer funds to other AAAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2. Cost Sharing and Co-payments

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

- a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial

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hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

3. Contract Limits

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

C. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods 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 Department 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 Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any Subcontractor's ability to perform the services required to be performed under this contract and in authorizing proviso. Such notice shall be made orally to the DOEA Contract Manager (by telephone) with an email to immediately follow, which shall include the Contractor's plan for provision of services authorized in proviso.

E. Investigation of Criminal Allegations

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

F. Volunteers

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

G. Enforcement

1. In accordance with Section 430.04, F.S., the Department may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as an AAA, if the Department finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of services covered pursuant to this contract.
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

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- c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements, regardless of whether such laws or regulations are enforced by the Department, or the Contractor has committed multiple or repeated violations of Department 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 failed to adhere to the terms of this contract.
 - f. The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Department-approved client grievance resolution procedure.
2. If the Department finds that any acts listed in Section IV.G.1.a.-g. above have occurred, in accordance with Section 430.04, F.S., the Department may, in its sole discretion, take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
 3. In making any determination under this provision, the Department may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Department initiates action to rescind an AAA designation, the Department shall follow the procedures set forth in 42 U. S. C. § 3025(b).

H. Contract Modifications

The Department's Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Department's Contract Manager, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Department's Contract Manager to the Contractor and are subject to the discretion of the Department's Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

I. Rate Increase Thresholds

1. For Service Provider Proposed Rate Increases up to 5%:
 - a. Service Provider rate increase requests received by the Department of Elder Affairs (DOEA) from an Area Agency on Aging (AAA) that are up to 5.0% above rate at time of contract execution are not required to be reviewed and approved by the DOEA. The AAAs shall follow their existing agency rate review and approval process which at a minimum shall include:
 - i. A detailed written justification from the Service Provider describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the AAA to review, identifying the service or commodity component(s) that are increasing Service Provider costs.
 - ii. A current rate and a requested rate unit cost methodology. (Attachment XVII)
2. For Service Provider Proposed Rate Increases Exceeding 5%:
 - a. For Service Provider proposed rate increases of 5.01% or greater, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.
 - i. Service Provider Proposed Rate Increases of 5.01% or greater must be reviewed and approved by DOEA. The AAAs should forward all such requests to their Contract Manager and provide the following additional information:
 - (1) The Service Provider must also provide in their written justification, reassurance that all other

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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) Contract Managers may request additional information from the Service Provider via the AAA. Following DOE's review/decision, the DOE Contract Manager shall notify the AAA via email of approval/disapproval and the AAA shall proceed accordingly.
3. No Service Provider rate shall be increased before October 1, 2023.
4. Note: All rate increase thresholds mentioned in the above language is cumulative from Service Providers' rates at the time of contract execution.

END OF ATTACHMENT

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ATTACHMENT II FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department 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 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. 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 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 shall be fully disclosed in the audit report with reference to the Department 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 Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

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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 Department 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, 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 Department 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 Department shall be fully disclosed in the audit report with reference to the Department 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 Department 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 Department 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 10th Street
Jeffersonville, IN 47132**

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

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

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

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

The Department at the following address:

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

The Auditor General's Office at the following address:

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

Any reports, management letters, or other information required to be submitted to the Department 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 Department 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 Department 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 Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

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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 department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/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).

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**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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

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

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

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

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

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

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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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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

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

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

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

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

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

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

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

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

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

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

11. Is the program/facility accessible to non-English speaking clients? N/A YES NO

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

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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

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

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

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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								\$ -
Total								

SIGNATURE: _____
TITLE: _____

DATE: _____

**ATTACHMENT VII
BACKGROUND SCREENING**



Ron DeSantis
Governor

Michelle Branham
Secretary



**BACKGROUND SCREENING
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 Northwest Florida Area Agency on Aging, Inc.

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: <https://elderaffairs.org/wp-content/uploads/background-screening-affidavit-of-compliance-employer.pdf>
Section 435.05(3).

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

INSTRUCTIONS

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

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ATTACHMENT IX**INVOICE REPORT SCHEDULE
ALZHEIMER'S DISEASE INITIATIVE**

Report Number	Based On	Submit to State on This Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 20
4	August Expenditure Report	September 20
5	September Expenditure Report	October 21
6	October Expenditure Report	November 20
7	November Expenditure Report	December 20
8	December Expenditure Report	January 20
9	January Expenditure Report	February 20
10	February Expenditure Report	March 20
11	March Expenditure Report	April 20
12	April Expenditure Report	May 20
13	May Expenditure Report	June 22
14	June Expenditure Report	July 20
15	Final Request for Payment	August 17
16	Closeout Report	August 31

Legend: * Advance based on projected cash need.

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

Note # 2: All advance payments made to the Contractor shall be returned to the Department as follows: one – tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five (5). The adjustment shall be recorded in Part C, Line 1 of the report (Attachment XI).

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

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**ATTACHMENT X
ANNUAL BUDGET SUMMARY
ALZHEIMER’S DISEASE INITIATIVE PROGRAM**

RECURRING

Respite

██████████

Administrative Costs

██████████

Non – Recurring projects

Total:

██████████

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**ATTACHMENT XI
REQUEST FOR PAYMENT
ALZHEIMERS DISEASE INITIATIVE PROGRAM**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : A. PAYMENT REQUEST: Advance _____ Reimbursement _____	Contract # _____ Contract Period: _____ Report Period: _____ Report # _____ Invoice # _____ PSA: _____
---	--	---

CERTIFICATION: I hereby certify to the best of my knowledge that this request is complete and correct and conforms with the terms and the purposes of the above contract.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

PART A: BUDGET SUMMARY	(1) Administration	(2) Respite	(3) Projects	(4) Specialized Day Care	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Contract Balance (line 3 minus line 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Net Expenditures For Month (DOEA Form 105Z Part B, Line 3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds are Hereby Requested for (Part B, Line 3 minus Part C, Line 1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

**ATTACHMENT XII
RECEIPT AND EXPENDITURE REPORT
ALZHEIMERS DISEASE INITIATIVE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE #, and FEID #	Program Funding Administrative Services: _____ Respite: _____ Projects: _____ Specialized Day Care: _____ PSA: _____	Contract # _____ Contract Period: _____ Report Period: _____ Report # _____ Invoice # _____
---	---	---

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

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS	\$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 : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Respite	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Projects	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Specialized Day Care	\$0.00	\$0.00	\$0.00	#DIV/0!
5. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES I. Program Income (PI) 1. ADI: PI Collected YTD \$ _____ (Includes co-payments collected)	II. Interest: 1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____	III. Advance Recouped \$ _____
--	---	-----------------------------------

PART D : CO-PAYMENTS	CURRENT MONTH	YEAR-TO-DATE
1. Total of Co-payments assessed	\$ _____	\$ _____
2. Total of Co-payments collected (For Tracking Purposes only)	\$ _____	\$ _____

**ATTACHMENT XIII
COST REIMBURSEMENT SUMMARY**

			Contract Number:	
			Service Period:	
			Report Number:	
Budget Category	Description		Number of Units	Amount
Administration				
			TOTAL ADMINISTRATION	\$0.00
Expenses				
			TOTAL EXPENSES	\$0.00

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**ATTACHMENT XIV
SERVICE RATE REPORT**

These rates are to be considered the Maximum rates possible for all services. Services shall be invoiced up to these thresholds in accordance with Attachment I, Section IV. I.

DELIVERABLES	HIGH REIMBURSEMENT RATE	METHOD OF PAYMENT	UNIT TYPE
Administrative Costs	Cost Reimbursement	Cost Reimbursement	Episode
Adult Day Care	██████	Fixed Fee / Unit Rate	Day
Assurance (Telephone and In-Person)	██████	Fixed Fee / Unit Rate	Episode
Caregiver Support Groups	██████	Fixed Fee / Unit Rate	Episode
Caregiver Training/Support (Group)	██████	Fixed Fee / Unit Rate	Hour
Caregiver Training/Support (Individual)	██████	Fixed Fee / Unit Rate	Hour
Case Aide	██████	Fixed Fee / Unit Rate	Hour
Case Management	██████	Fixed Fee / Unit Rate	Hour
Chore	██████	Fixed Fee / Unit Rate	Hour
Chore (Enhanced)	██████	Fixed Fee / Unit Rate	Hour
Companionship	██████	Fixed Fee / Unit Rate	Hour
Counseling (Gerontological) (Group)	██████	Fixed Fee / Unit Rate	Hour
Counseling (Gerontological) (Individual)	██████	Fixed Fee / Unit Rate	Hour
Counseling (Mental Health Counseling/Screening) (Group)	██████	Fixed Fee / Unit Rate	Hour
Counseling (Mental Health Counseling/Screening) (Individual)	██████	Fixed Fee / Unit Rate	Hour
Education/Training (Group)	██████	Fixed Fee / Unit Rate	Episode
Education/Training (Individual)	██████	Fixed Fee / Unit Rate	Episode
Emergency Alert Response	██████	Fixed Fee / Unit Rate	Daily
Emergency Home Delivered Shelf Meals	██████	Fixed Fee / Unit Rate	Meal
Emergency Home Delivered Shelf Meals (Non-Co-Payment)	██████	Fixed Fee / Unit Rate	Meal
Escort	██████	Fixed Fee / Unit Rate	Hour
Financial Risk Reduction (Assessment)	██████	Fixed Fee / Unit Rate	Hour
Financial Risk Reduction (Maintenance)	██████	Fixed Fee / Unit Rate	Hour
Health Support (Individual)	██████	Fixed Fee / Unit Rate	Hour
Home Delivered Meals	██████	Fixed Fee / Unit Rate	Meal
Home Delivered Meals (Non-Co-Payment)	██████	Fixed Fee / Unit Rate	Meal
Homemaker	██████	Fixed Fee / Unit Rate	Hour
Housing Improvement	Cost Reimbursement	Cost Reimbursement	Episode
Intake	██████	Fixed Fee / Unit Rate	Hour

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Material Aide	Cost Reimbursement	Cost Reimbursement	Episode
Nutrition Counseling (Individual)	██████	Fixed Fee / Unit Rate	Hour
Occupational Therapy	██████	Fixed Fee / Unit Rate	Hour
Other Services	Cost Reimbursement	Cost Reimbursement	Episode
Personal Care	██████	Fixed Fee / Unit Rate	Hour
Pest Control (Enhanced Initiation)	Cost Reimbursement	Cost Reimbursement	Episode
Pest Control (Initial)	Cost Reimbursement	Cost Reimbursement	Episode
Pest Control (Initial)	██████	Fixed Fee / Unit Rate	Episode
Pest Control (Maintenance)	Cost Reimbursement	Cost Reimbursement	Episode
Pest Control (Maintenance)	██████	Fixed Fee / Unit Rate	Episode
Pest Control (Rodent Control)	Cost Reimbursement	Cost Reimbursement	Episode
Pest Control (Rodent Control)	██████	Fixed Fee / Unit Rate	Episode
Recreation Materials	Cost Reimbursement	Cost Reimbursement	Episode
Referral/Assistance	██████	Fixed Fee / Unit Rate	Episode
Respite (In-Facility)	██████	Fixed Fee / Unit Rate	Hour
Respite (In-Facility) Specialized Adult Day Care	██████	Fixed Fee / Unit Rate	Hour
Respite (In-Home)	██████	Fixed Fee / Unit Rate	Hour
Shopping Assistance	██████	Fixed Fee / Unit Rate	One-Way Trip
Skilled Nursing Services	██████	Fixed Fee / Unit Rate	Hour
Specialized Medical Equipment, Services, and Supplies	Cost Reimbursement	Cost Reimbursement	Episode
Transportation	██████	Fixed Fee / Unit Rate	One-Way Trip

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ATTACHMENT XV
DEPARTMENT OF ELDER AFFAIRS
SILVER ALERT PROTOCOLS

1. Designated Memory Disorder Clinic (MDC) staff shall subscribe to the Department of Elder Affairs Silver Alert Listserv by entering their email address at <http://lists.elderaffairs.org/listmanager/listinfo/silveralert>. By subscribing to receive Silver Alert notifications, MDCs are automatically notified via email whenever a Silver Alert is issued.
2. When notification of a Silver Alert is received by the MDC, each Clinic Coordinator or designee reviews the information to determine:
 - a) The county the endangered person is missing from, and
 - b) The law enforcement agency that is reporting the Silver Alert. (The MDC that provides services in the county of the reporting law enforcement agency is responsible for following up on all Silver Alerts in that county.)
3. The MDC or designee contacts the reporting law enforcement agency to obtain the caregiver/contact person's name, phone number and address to enable the MDC coordinator or designee to follow up and assist the family with information and resources. The MDC Coordinator or designee completes the upper portion of the referral form (Attachment XVI) including the caregiver/contact person information.

 If it is determined that the endangered person resides in another county, then the MDC coordinator or designee will contact the MDC serving the county of residence and send the referral form within one to three (1-3) business days.
4. The MDC Coordinator or designee in the county of residence will contact the caregiver/contact person in a timely manner [upon receipt of contact information from law enforcement or within three (3) business days.] This activity is reported under number 6, "phone information/support/counseling," on the MDC Quarterly Report form.

(Note: If the endangered person has been recovered at the time of this contact, the MDC Coordinator will proceed with steps 1 and 2 as indicated below under "Upon Recovery of Endangered Person.")

Upon Recovery of Endangered Person

The MDC shall contact the caregiver/contact person:

1. MDC Coordinator or designee shall assess the situation and provide Alzheimer's disease/dementia information and referrals as needed. The MDC Coordinator or designee shall offer to make a referral to the Aging and Disability Resource Center (ADRC).
2. If the caregiver/contact person consents to the ADRC referral, then the MDC Coordinator or designee shall send the Silver Alert Services Referral Form (Attachment XVI) to the ADRC serving the county of residence and inform the caregiver/contact person that a representative from the ADRC will contact them. This activity shall be reported under number 4, "Referrals," on the MDC Quarterly Report form.

If the MDC makes a referral to the ADRC:

1. ADRC initiates contact with the caregiver.
2. ADRC provides information regarding community resources and makes referrals as appropriate for caregiver and endangered person. The ADRC may also, screen the endangered person for services.
3. Within fourteen (14) business days, the ADRC completes the Silver Alert Services Referral Form and sends a copy back to the MDC noting all services and referrals provided and/or arranged.
4. The MDC retains the Silver Alert Services Referral Form.

Compilation of Data

Each MDC will track Silver Alerts in the designated service areas to ensure that follow-up has been completed and disposition noted after the endangered person is returned home.

A copy of Silver Alert Referral Form, regardless of outcome, shall be emailed to the DOEA Contract Manager at memorydisorderclinic@elderaffairs.org

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**ATTACHMENT XVI
DEPARTMENT OF ELDER AFFAIRS**

AGING AND DISABILITY RESOURCE CENTER (ADRC) SILVER ALERT SERVICES REFERRAL FORM

Date of Referral Received:	Referring MDC:
MDC Contact Name:	MDC Phone:
ADRC:	ADRC Contact Person:
ADRC Phone:	County:
Notes/Comment:	

Endangered Person Name:		
Address:		
City:	State:	Zip Code:
Age:	DOB:	
Lives with Caregiver: Yes / No	Lives Alone: Yes / No	
Caregiver Name:		Relationship:
Phone:	Alternate Phone:	

Services/Referrals Provided by ADRC:

Notes/ Comments:

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1. ADRC initiates contact with the caregiver.

2. ADRC provides information regarding community resources and makes referrals as appropriate for caregiver and endangered person. The ADRC may also screen the endangered person for services.

3. Within fourteen (14) business days, the ADRC completes the ADRC Silver Alert Services Referral Form and sends a copy back to the MDC noting all services and referrals provided and/or arranged.

4. The MDC retains the Silver Alert Services Referral Form.

Compilation of Data

Each MDC will track Silver Alerts in the designated service areas to ensure that follow-up has been completed and disposition noted after the endangered person is returned home.

No modifications are to be made to this form unless authorized by DOEA.

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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					-
TOTAL ALLOWABLE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%