

AGENDA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Any person who wishes to be heard shall provide the Clerk with his or her name and residence and the agenda item on which he or she wishes to be heard. Such information shall be on a card provided by the County. Once public input begins, there will be no further speaker cards allowed to be submitted to the Clerk for that subject. An individual has three minutes and a person representing an organization has five minutes to address the Board (except that individuals wishing to speak during public hearings pertaining to land use issues will have five minutes). The first person representing the organization will be allowed the five minutes. Subsequently, all other speakers on behalf of that organization have three minutes to address the Board. Once an individual has addressed the Board, he or she will not be permitted to return to the podium for follow-up comments, unless the issue involved is quasi judicial in nature. In that case, the applicant may return to the podium to conclude his or her position at the end of the public hearing.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

Pleas note that all time approximate items are listed in bold.

Tuesday, March 1, 2016
Marathon Government Center
2798 Overseas Highway, MM 50
Marathon, Florida

SPECIAL MEETING

TIME APPROXIMATE

10:00 A.M. CALL TO ORDER SALUTE TO FLAG

A. ADDITIONS, CORRECTIONS, DELETIONS

1. Approval Of Agenda.

B. BULK APPROVALS - COMMISSIONER MURPHY

1. Approval Of Modification 002 To Agreement No 15WX-0G-11-54- 01-039 Between The Department Of Economic Opportunity, Weatherization Assistance Program And County Of Monroe (Monroe County Social Services) For The Contract Period Of 5/1/2015 To 6/30/2016.

Documents: [B1.PDF](#)

2. Approval Of Amendment 001 For Home Care For The Elderly (HCE) Contract KH-1572 Between The Alliance For Aging, Inc., And Monroe County BOCC/Monroe County Social Services For The Contract Year 2015-2016 (7/1/15 – 6/30/16) In The Amount Of \$10,622.00.

Documents: [B2.PDF](#)

3. Approval Of Amendment 001 Of The Community Care For The Elderly Contract (CCE) #KC-1571 Between The Alliance For Aging, Inc., And Monroe County OCC/Monroe County Social Services For Contract Year 2015-2016 (7/1/15 – 6/30/16) In The Amount Of \$413,700.

Documents: [B3.PDF](#)

C. COUNTY ATTORNEY

1. Authorization For The County Attorney To Seek An Attorney General's Opinion Regarding Whether The Statutory Authority Under F.S. 125.01(1)(Q) Allows For Municipal Service Taxing Or Benefits Units To Be Established For Beautification, Landscaping And Canal Maintenance And Restoration

Documents: [C1.PDF](#)

2. Approval To Schedule An Attorney-Client Closed Session In The Matter Of Galleon Bay Corp. V. Monroe County & State Of Florida, Case No. 2002-CA-595-K At The Regularly Scheduled BOCC Meeting On March 23, 2016 At 1:30 P.m. In Key Largo, FL.

Documents: [C2.PDF](#)

D. 10:00 A.M. PUBLIC HEARINGS

1. First Of Two Public Hearings To Consider Adopting An Ordinance Of The Monroe County Board Of County Commissioners Amending The Monroe County Year 2010 Comprehensive Plan To Be Consistent With The Results Of The Technical Document Update (Data And Analysis), The Adopted 2012 Evaluation And Appraisal Report And The 2014 Evaluation And Appraisal Notification Letter And Adopting The Monroe County Year 2030 Comprehensive Plan, Attached As Exhibit 1; Providing For Severability, Providing For The Repeal Of Conflicting Provisions, Providing For Transmittal To The State Land Planning Agency And The Secretary Of State; Providing For Inclusion In The Monroe County Comprehensive Plan, Providing For An Effective Date. (Legislative Proceeding)

Comprehensive Plan Amendment files can be accessed here:

[HTTP://KEYSCOMPPLAN.COM/FACTS-INFORMATION-RESOURCES/COMPREHENSIVE-PLAN-DOCUMENTS/](http://KEYSCOMPPLAN.COM/FACTS-INFORMATION-RESOURCES/COMPREHENSIVE-PLAN-DOCUMENTS/)

Documents: [D1.PDF](#)

2. The First Of Two Public Hearings To Consider Adoption Of An Ordinance Of The Monroe County Board Of County Commissioners Amending The Monroe County Land Development Code (LDC) To Be Consistent With The Proposed Monroe County Year 2030 Comprehensive Plan, The Results Of The Comprehensive Plan Technical Document Update (Data And Analysis), The Adopted 2012 Evaluation And Appraisal Report And The 2014 Evaluation And Appraisal Notification Letter, LDC Attached As Exhibit 1, Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For Transmittal To The State Land Planning Agency And The Secretary Of State; Providing For Inclusion In The Monroe County Code; Providing For An Effective Date. (Legislative Proceeding)

Land Development Code Amendment files can be accessed here:

[HTTP://KEYSCOMPPLAN.COM/FACTS-INFORMATION-RESOURCES/LAND-DEVELOPMENT-CODE-DOCUMENTS/](http://KEYSCOMPPLAN.COM/FACTS-INFORMATION-RESOURCES/LAND-DEVELOPMENT-CODE-DOCUMENTS/)

Documents: [D2.PDF](#)

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 3/01/2016

Department: Social Services

Bulk Item: Yes No

Staff Contact /Phone #: Sheryl Graham 305-292-4510

Graham 2/11/2016

AGENDA ITEM WORDING: Approval of Modification 002 to Agreement No 15WX-0G-11-54-01-039 between the Department of Economic Opportunity, Weatherization Assistance Program and County of Monroe (Monroe County Social Services) for the contract period of 5/1/2015 to 6/30/2016.

ITEM BACKGROUND: Modification 002 extends the original Agreement end date by three calendar months (from March 31, 2016 TO June 30, 2016). There are no additional dollars attached to this extension. The sole purpose for this extension is to allow the Department of Economic Opportunity additional time to produce new Agreements.

PREVIOUS RELEVANT BOCC ACTION: Approval of Modification 001 to Agreement No 15WX-0G-11-54-01-039 between the Department of Economic Opportunity, Weatherization Assistance Program and County of Monroe (Monroe County Social Services) on 9/16/2015.

CONTRACT/AGREEMENT CHANGES: Extend Agreement end date by 3 months.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$13,131 **INDIRECT COST:** 0 **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: 10% Cash Match **SOURCE OF FUNDS:** Grant Funds/GR for Match

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** 0 **Year** 0

APPROVED BY: County Attorney *PM* OMB/Purchasing *CB* Risk Management *MS*

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: DEO

Contract # 15WX 0G-11-54-01-039

Effective Date: 05/01/2015

Expiration Date: 06/30/2016

Contract Purpose/Description:

Approval of Modification 002 to Agreement No 15WX-0G-11-54-01-039 between the Department of Economic Opportunity, Weatherization Assistance Program and County of Monroe (Monroe County Social Services) for the contract period of 5/1/2015 to 6/30/2016.

Contract Manager: Sheryl Graham

292-4510

Social Services / Stop #1

(Name)

(Ext.)

(Department/Stop #)

for BOCC Meeting on: 03/01/2016

Agenda Deadline:

02/18/2016

CONTRACT COSTS

Total Dollar Value of Contract: \$13,131

Current Year Portion: \$ 0

Budgeted? Yes No

Account Codes: 125-6155715-

10% - 001 - 6501-

County Match: \$ 10% Cash

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr
(Not included in dollar value above)

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Department Head	<u>2/10/16</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Graham</u>	<u>2/11/16</u>
Risk Management	<u>2/12/16</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sluis</u>	<u>2/12/16</u>
O.M.B./Purchasing	<u>2/17/16</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christina Bricker</u>	<u>2/17/16</u>
County Attorney	<u>2/11/16</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Kelvin M. ...</u>	<u>2/12/16</u>

Comments: _____

**MODIFICATION NUMBER TWO OF AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
WEATHERIZATION ASSISTANCE PROGRAM
AND
COUNTY OF MONROE**

This Modification Number Two is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO" or the "Department"), County of Monroe ("Recipient"), to modify the Department Agreement Number 15WX-0G-11-54-01-039 ("the Agreement").

WHEREAS, Section (4) of the Agreement provides that modification of the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to modify this Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to the following:

1. Section 3, is hereby deleted and replaced with the following:

(3) PERIOD OF AGREEMENT

This Agreement period shall begin on May 1, 2015 and shall end on June 30, 2016 unless terminated earlier in accordance with the provision of Paragraph (13) of this Agreement.

11. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties, as provided below.

12. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT
County of Monroe

STATE OF FLORIDA
Department of Economic Opportunity

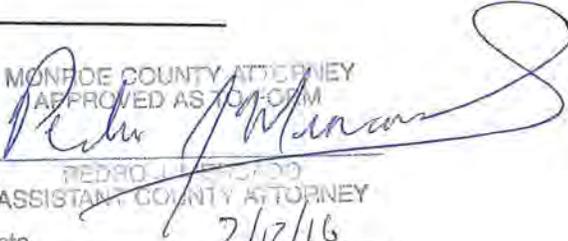
Authorized Signatory
Heather Carruthers
Signatory's Name (Type)

By: _____
Taylor Teepell, Director
Division of Community Development

Mayor
Signatory's Title

Date Signed

Date Signed

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. LOPEZ
ASSISTANT COUNTY ATTORNEY
Date 2/12/16

Backup



ORIGINAL

AGREEMENT NO: 15WX-0G-11-54-01-039
MODIFICATION NO: 001

MODIFICATION NUMBER ONE OF AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
WEATHERIZATION ASSISTANCE PROGRAM
AND
COUNTY OF MONROE

Fully
Executed

This Modification Number One is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO" or the "Department"), County of Monroe ("Recipient"), to modify the Department Agreement Number 15WX-0G-11-54-01-039 ("the Agreement").

WHEREAS, Section (4) of the Agreement provides that modification of the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to modify this Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to the following:

1. Section 15 (a)(1-4), is hereby deleted and replaced with the following:

1. Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements of Paragraph (5), AUDITS AND RECORDS.

2. Subcontractor shall be certified and/or fully licensed at all times and shall at all times maintain said (license(s) in good standing as required by state law.

3. Subcontractor is bound by all applicable state and federal laws and regulations;

4. Subcontractor shall indemnify and hold DEO and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and

5. Subcontractor shall disclose to Recipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

2. Section 18 (a), is hereby deleted and replaced with the following: (a) This is a cost-reimbursement agreement. Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$13,131.00, subject to the availability of funds and appropriate budget authority.

3. Exhibit 1, Audit Requirements, of the Agreement is hereby deleted and is replaced by the revised Exhibit 1, Audit Requirements, which is attached hereto and incorporated by reference.

4. Exhibit 1-A, Funding Sources, of the Agreement is hereby deleted and is replaced by the revised Exhibit 1-A, Funding Sources, which is attached hereto and incorporated herein by reference.

5. Exhibit 2, Audit Compliance Certification, of the Agreement is hereby deleted and is replaced by the revised Exhibit 2, Audit Compliance Certification, which is attached hereto and incorporated by reference.

6. Exhibit 3, Sub Recipient Federal Award Agreements Checklist, of the Agreement is hereby deleted and is replaced by the revised Exhibit 3, Sub Recipient Federal Award Agreements Checklist, which is attached hereto and incorporated by reference.

7. Exhibit 2 to Attachment A, Budget, of the Agreement is hereby deleted and is replaced by the revised Exhibit 2 to Attachment A, Budget, which is attached hereto and incorporated herein by reference.

8. Exhibit 4 to Attachment A, Schedule of Deliverables, of the Agreement is hereby deleted and is replaced by the revised Exhibit 4 to Attachment A, Schedule of Deliverables, which is attached hereto and incorporated by reference.

9. Attachment I, County Allocation(s), of the Agreement is hereby deleted and is replaced by the attached revised Attachment I, County Allocation(s), which is attached hereto and incorporated by reference.

10. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties, as provided below.

11. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT

County of Monroe

Sheryl Graham
Authorized Signatory

SHERYL GRAHAM
Signatory's Name (Type)

ACTING COUNTY ADMINISTRATOR
Signatory's Title

9/16/2015
Date Signed

STATE OF FLORIDA

Department of Economic Opportunity

By: *William B. Killingsworth*
William B. Killingsworth

Division of Community Development

9/29/15
Date Signed

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties

Office of the General Counsel
Department of Economic Opportunity

By: *Virginia R. Under*
Approved Date: 9.25.15

Rebecca Johnson
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PERFECTLY
ASSISTANT COUNTY ATTORNEY
Date: 10/5/15



W. Robertson
CLERK

SIGNED BY: *Danny Kolhage*
NAME: DANNY KOLHAGE
TITLE: MAYOR
DATE: 10/21/15

- 2. Subcontractor shall be certified and/or fully licensed at all times and shall at all times maintain said (license(s) in good standing as required by state law.
- 3. Subcontractor is bound by all applicable state and federal laws and regulations;
- 4. Subcontractor shall indemnify and hold DEO and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and
- 5. Subcontractor shall disclose to Recipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each subcontract, Recipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Recipient shall submit to DEO the completed Attachment G to this Agreement.

(16) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties.

(17) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments and exhibits (check all that are applicable):

- Exhibit 1 - Audit Requirements
- Exhibit 1-A – Funding Sources
- Exhibit 2 – Audit Compliance Certification
- Exhibit 3 – Federal Requirements
- Attachment A - Scope of Work
- Exhibit 1 to Attachment A - Budget Directions
- Exhibit 2 to Attachment A – Budget
- Exhibit 3 to Attachment A – Budget Detail
- Exhibit 4 to Attachment A – Schedule of Deliverables
- Attachment B - Program Statutes and Regulations
- Attachment C – Recordkeeping
- Attachment D - Reports
- Attachment E - Justification of Advance
- Attachment F - Warranties and Representations
- Attachment G - Certification Regarding Debarment
- Attachment H – Statement of Assurances
- Attachment I -County Allocations
- Attachment J - Special Conditions
- Attachment K – Property Management and Procurement Reports
- Attachment L – Trafficking Victims Protection Act of 2000
- Attachment M - Recipient Information Form

18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$13,131.00, subject to the availability of funds and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Recipient within the first two months of the term of this Agreement. Any advance payment is also subject to the Super Circular and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) Recipient must expend an amount equal to or greater than the amount of the initial advance within the first two months of the term of this Agreement. If Recipient has not expended an amount equal to the initial advance by the end of the first two months of the term of this Agreement, Recipient shall submit a written explanation to DEO.

(d) After the initial advance, if any, payment shall be made on a cost-reimbursement basis.

(e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Recipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

(f) Recipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(g) Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(h) Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its subcontractors are entitled under the terms and conditions of this Agreement.

(19) REPAYMENTS

(a) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
107 East Madison Street, MSC 400
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Recipient shall pay to DEO a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Recipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Recipient under this Agreement or any other Agreement between Recipient and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Recipient and any State entity, Recipient will

**FY 2015 WAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS**

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient 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 recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 CFR part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

Part II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 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 recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgen/pages/flsaa.htm>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

Electronic copies (preferred): Audit@deo.myflorida.com
or
Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com
or
Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126
3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving

the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**FY 2015 WAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	G-12B2FLCOSR
Federal Award Date:	January 21, 2015
Total Federal Award to Pass-Through Entity:	\$69,338,313.00
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program
Catalog of Federal Domestic Assistance Number:	93.568
Recipient's DUNS-Registered Name:	
Recipient's DUNS Number:	
Federal Funds Obligated to Recipient:	*11,307.00
Project Description:	Energy savings home improvements to eligible low income households.
<i>This is not a research and development award.</i>	N/A
Indirect Cost Rate:	Yes, See Attachment K

Federal Awarding Agency:	U.S. Department of Energy
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	DE-EE0006146
Federal Award Date:	May 21, 2015
Total Federal Award to Pass-Through Entity:	\$ 1,543,849.00
Catalog of Federal Domestic Assistance Title:	Weatherization Assistance Program
Catalog of Federal Domestic Assistance Number:	81.042
Recipient's DUNS-Registered Name:	
Recipient's DUNS Number:	
Federal Funds Obligated to Recipient:	*\$1,824.00
Project Description:	Energy savings home improvements to eligible low income households.
<i>This is not a research and development award.</i>	N/A
Indirect Cost Rate:	Yes, See Attachment K

*Subject to availability of funding pursuant to DOE and HHS awards.

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

Federal Program:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for):* Recipient shall use these funds to perform energy saving repairs and installation of energy saving measures on qualified single family dwellings in accordance with all attachments to this Agreement, Florida WAP Manual Procedures and Guidelines, Standard Work Specifications/Field Guide and the FY 2015 WAP State Plan.
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources):* Recipient shall comply with DEO's WAP requirements and eligibility requirements as set forth in the U.S. Department of Energy regulations codified in Title 10 of the Code of Federal Regulations, Part 440, Weatherization Assistance Program for Low-Income Persons.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

MATCHING RESOURCES FOR FEDERAL PROGRAMS: Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES: State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: None

NOTE: Title 2 CFR § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

FY 2015 WAP AGREEMENT
EXHIBIT 2

NOT REQUIRED
AT THIS TIME

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.

Grantee:

FEIN:

Grantee's Fiscal Year:

Contact's Name:

Contact's Phone:

Contact's Email:

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did Grantee expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**FY 2015 WAP AGREEMENT
EXHIBIT 3
SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

Criteria	Required Federal Award Identification Information	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a)(1)	(i) Subrecipient name (which must match registered name in DUNS);	County of Monroe
	(ii) Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS) number);	073876757
	(iii) Federal Award Identification Number (FAIN);	G-12B2FLCOSR
	(iv) Federal Award Date (see § 200.39 Federal award date);	January 21, 2015
	(v) Subaward Period of Performance Start and End Date;	March 1, 2015 through March 31, 2016
	(vi) Amount of Federal Funds Obligated by this action;	\$ 9,568,642.00
	(vii) Total Amount of Federal Funds Obligated to the subrecipient;	\$ 13,131.00
	(viii) Total Amount of the Federal Award; (15% of LIHEAP Federal Award is transferred to WAP) Department Of Energy WAP (Direct)	\$69,338,313.00 \$ 1,543,849.00
	(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Energy saving home improvements to eligible low income households.
	(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	Federal Awarding Agency: U.S. Department of Health and Human Services; Pass Through Entity: Florida Department of Economic Opportunity Contact: Paula Lemmo, 850-717-8450
	(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.568, Low Income Home Energy Assistance Program; See Exhibit 1-A 81.042, Weatherization Assistance Program (WAP);
	(xii) Identification of whether the award is R&D; and	No
	(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs).	Yes, See Attachment K

2015 WAP AGREEMENT

EXHIBIT 2 TO ATTACHMENT A
BUDGET

Agreement Number: 15WX-0G-11-54-01-039

WEATHERIZATION ASSISTANCE PROGRAM			
TOTAL AGREEMENT AMOUNT		\$13,131.00	BUDGETED AMOUNTS
WEATHERIZATION SERVICES			
1.	Cost of allowable materials and labor to weatherize a dwelling.		
	a)	Materials	\$ 3406.00
	b)	Labor	\$ 2999.00
	Subtotal:		\$6405.00
	Number of dwellings to be weatherized:	1	
PROGRAM SUPPORT (PS)			
2.	All allowable Recipient activities required to coordinate and ensure compliance of providing weatherization services as identified in the Budget Detail within Attachment A in this Agreement. Upon termination of this Agreement, the total of PS cannot exceed 30% of the total of material and labor costs.		\$1921.50
3.	<i>Per-dwelling expenditure limit: Applicable amount of funding to be expended on a dwelling (material, labor and PS) cannot exceed \$7,105 and all costs/expenditures must be eligible actual costs that are sufficiently documented.</i>		
HEALTH & SAFETY (H&S)			
4.	Limited to \$700 per dwelling and not included in the dwelling cap of \$7,105.		\$700.00
DIRECT CHARGED LINE ITEMS			
5.	Comprehensive Annual Audit (applicable % of cost for WAP only).		\$0.00
6.	Training & Technical Assistance (DEO pre-approved activities only).		\$814.00
6. (b)	Equipment (DEO pre-approved purchases only).		\$2,773.50
7.	Liability (the % to cover WAP) & Pollution Occurrence Insurance (required).		\$0.00
8.	Subtotal of Sections 1, 2, 4, 5, 6, 6(b) and 7.		\$12,614.00
ADMINISTRATION (Admin)			
9.	All allowable administrative level activities required to implement the program (salaries including fringe; rent; utilities, etc.) <i>Administration cannot exceed 5% of the total agreement amount and all eligible costs/expenditures must be sufficiently documented.</i>		\$517.00
10.	TOTAL OF ALL BUDGETED AMOUNTS		\$13,131.00
(TOTAL BUDGETED AMOUNT CANNOT EXCEED TOTAL AGREEMENT AMOUNT)			

**2015 WAP AGREEMENT
EXHIBIT 3 TO ATTACHMENT A
BUDGET DETAIL**

Agreement Number: 15WX-0G-11-54-01-039

Program Support	Budget Amount
1. Compensation of employees exclusively involved in WAP.	0.00
2. Compensation of employees involved in WAP and other funding sources.	1626.50
3. Advertising and Public Relation Costs by Recipient or other organizations.	0.00
4. Communication costs for employees directly involved in WAP.	295.00
5. Quality Control Inspection (QCI) costs.	0.00
6. Maintenance and repair of WAP buildings (or designated WAP space) and equipment.	0.00
7. Materials and supplies used for WAP (other than Direct Materials on FSR).	0.00
8. Publication and printing costs used for WAP.	0.00
9. Recruiting costs for direct WAP personnel.	0.00
10. Facility Costs.	0.00
11. Transportation Costs for WAP services.	0.00
12. Travel costs for WAP services.	0.00
13. Training costs for WAP (Not on FSR).	0.00
14. Insurance and Indemnification - (that is not reported on Line 7 of the FSR).	0.00
15. Depreciation and Use Allowance of WAP Building and Equipment	0.00
16. Other – a list of items and corresponding costs must be submitted with Budget Detail.	0.00
Total (Enter this amount in line #2 of Budget):	1921.50

Administration	Budget Amount
1. Compensation of Executive Management and Finance and Reporting Personnel.	
2. Compensation of employees involved in WAP and other funding sources.	517.00
3. Communication costs for employees exclusively involved in WAP.	
4. Depreciation and use allowances (building, general furniture and equipment).	
5. Cost of Property Insurance.	
6. Other - a list of items and corresponding costs must be submitted with Budget Detail.	
Total (Enter this amount in line #9 of Budget):	517.00

2015 WAP AGREEMENT

**EXHIBIT 4 TO ATTACHMENT A
SCHEDULE OF DELIVERABLES**

Agreement Number: 15WX-0G-11-54-01-039

The total estimated production goal will be the number of dwellings that are anticipated to be weatherized for the entire Agreement period. To support this production total, complete the below per month estimated production goals. If Recipient will be requesting an advance in this Agreement, it should take into consideration the number of dwellings that will be required to weatherize in the initial and in following months to meet the advance expenditure requirement throughout the Agreement period as outlined in **Attachment E** of the Agreement.

Process for calculating production goals:

- a) To determine the final amount of funding (**Weatherization Amount**) available to be applied to weatherizing dwellings (material, labor and Program Support activities). Complete the following:

Agreement Amount: \$13,131.00

Add:

Direct Charges (Line items #5, #6, #6b, & #7 from Budget): \$ 3,587.50

Administration (Admin) from Budget (Line item #9 from Budget): +\$ 517.00

Total \$ 4,104.50

Subtract:

Total from the Agreement Amount Total (\$ 13,131.00)

Weatherization Amount: \$ 9026.50

To determine **Estimated Production** for calculating **Health & Safety (H&S)** amount (amount per dwelling is \$700):

- a) Divide the **Weatherization Amount** by the allowable per dwelling expenditure amount of \$7,105.

Weatherization Amount \$ 9026.50 divided by \$7,105 = 1 initial **Estimated Production**

Multiple the initial **Estimated Production** times \$700 = \$ 700.00 = Total **H&S** (Budget Line 4)

- b) Take the **Weatherization Amount** a) and subtract the total **H&S** amount a):

Weatherization Amount \$ 9026.50 minus **H&S** amount \$ 700.00 = \$ 8326.50

This is the **Reduced Weatherization Amount**. The **Reduced Weatherization Amount** is used to determine your **Material, Labor and Program Support** amounts.

- c) Divide the **Reduced Weatherization Amount** b) by \$7,105 to determine your target projected **Number of Dwellings** to be weatherized with these funds. 1

Complete the below estimated monthly production.

March _____ April _____ May _____ June 1 July _____ August _____ September _____

October _____ November _____ December _____ January _____ February _____ March _____

Total 1

FY 2015 WAP AGREEMENT
ATTACHMENT I
COUNTY ALLOCATION(S)

The financial allocation specified for each county by program is designated to be spent in that county. For multi-county service area recipients, in the event that circumstances will not allow the full expenditure of any program funds allocated to a particular county, a request to expend any part of those funds in another county must be submitted in writing to DEO. This request must justify the lack of need of program services in that county. **Funds may not be expended in another county without prior written approval of DEO.**

COUNTY(S)	ALLOCATION AMOUNT
Monroe County	\$ 13,131.00

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 3/01/2016

Department: Social Services

Bulk Item: Yes No

Staff Contact /Phone #: Sheryl Graham/305-292-4510

AGENDA ITEM WORDING: Approval of Amendment 001 for Home Care for the Elderly (HCE) Contract KH-1572 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for the contract year 2015-2016 (7/1/15 – 6/30/16) in the amount of \$10,622.00.

ITEM BACKGROUND: The purpose of this Amendment is to make the following change with regard to the Funding Source: to clarify that Tobacco Settlement Trust Funds are no longer included in the State Grants and Aids Appropriations which make up this particular funding source.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 9/15/2015 for HCE Contract KH-1572 for contract year 2015-2016.

CONTRACT/AGREEMENT CHANGES: Remove Tobacco Settlement Trust Funds from Funding Source on page two (2) section 4.2.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$ 10,622.00

INDIRECT COST: 0

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

BUDGETED: Yes No

COST TO COUNTY: \$ 10% CASH MATCH

SOURCE OF FUNDS: GRANT FUNDS &
General Revenue for Match

REVENUE PRODUCING: Yes No **AMOUNT PER YEAR** X

APPROVED BY: County Attorney [Signature] OMB/Purchasing [Signature] Risk Management [Signature]

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

THIS AMENDMENT is entered into between the Alliance of Aging, Inc. hereinafter referred to as the "Alliance", and Monroe County Board of County Commissioners, Social Services/In-Home Services, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this amendment is to make the following changes to the existing HCE Contract for fiscal year July 01, 2015 - June 30, 2016.

To change Funding Source on page two (2), section 4.2 to read:

PROGRAM TITLE	YEAR	FUNDING SOURCE	CSFA#	AMOUNT
Home Care for the Elderly	2015 - 2016	General Revenue	65010	\$10,622.00
TOTAL CONTRACT AWARD				\$10,622.00

This amendment does not change the total CCE contract funding of \$10,622.00

All provisions in the contract and any attachments thereto in conflict with this amendment shall be are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

Monroe County Board of County Commissioners, Social Services/In-Home Services

ALLIANCE FOR AGING, INC.

SIGNED BY: 
NAME: Sheryl Graham
TITLE: Acting County Administrator
DATE: 2/4/2016

SIGNED BY: 
NAME: Max B. Rothman, JD, LL.M.
TITLE: President & CEO
DATE: 02/05/2016

SIGNED BY: _____
NAME: Heather Carruthers
TITLE: Mayor
DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

FERNANDO JIMENEZ
ASSISTANT COUNTY ATTORNEY
Date: 2/12/16

Fully
Executed



ORIGINAL

HOME CARE FOR THE ELDERLY LEAD AGENCY CONTRACT

2015-2016 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the "**Alliance**" and **Monroe County Social Services**, hereinafter referred to as the "provider," and collectively referred to as the "parties."

Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, A, B, C, D, E, F, G, H AND J are incorporated herein and made a part of this Contract.

WHEREAS, the Alliance has been designated as the Area Agency on Aging for Planning and Service Area 11 encompassing Miami-Dade and Monroe Counties; and

WHEREAS, the Florida Department of Elder Affairs (the "Department") has entered into a Contract with the Alliance to fund community care service systems in Miami-Dade and Monroe Counties; and

WHEREAS, in accordance with Section 430.203, Florida Statutes, the Alliance has designated the provider as a Lead agency for the Home Care for the Elderly (**HCE**) program;

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth in this Contract, 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 and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals 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.

Incorporation of Reference Memoranda:

In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, June 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006



3. Term of Contract

Effective Date:

This contract shall begin on **July 1, 2015** or on the date the contract has been signed by both parties, whichever is later.

Delivery of services shall end at midnight, local time in Miami, FL on **June 30, 2016**. The Alliance will not reimburse the provider for services provided after this date. However, the parties recognize that they will need to perform continued activities relating to reporting, invoicing and payment in July of 2016 to facilitate payment for services rendered by the provider under this contract through and including the contract expiration date of July 15, 2016.

4.0 Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$10,622.00** or the rate schedule, 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.

4.1 Obligation to Pay

The Alliance’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and funding received by the Alliance under its contract with the Department.

4.2 Source of Funds

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the provider pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Home Care for the Elderly	2015-2016	General Revenue/Tobacco Settlement Trust Funds	65010	\$10,622.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$10,622.00

5. Renewals

The contract may be renewed on a yearly basis for no more than two additional years. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Alliance and the availability of funds. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract. 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.

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

6. Compliance with Federal Law

6.1 If this contract contains federal funds the following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.

6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

6.1.6 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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts

receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

- 6.2** The Provider shall not employ an unauthorized alien. The Alliance 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 Alliance.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 6.5** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract or agreement term. The Provider shall include in related subcontracts a requirement that sub-providers 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 sub-provider during any contract or agreement term. Providers meeting the terms and conditions of the E-verify System is deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT F** prior to the execution of this Master Contract.

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 the Florida law, including Florida provisions for conflict of laws.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3** If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.
- 7.3** If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4** The provider may not subcontract with any individuals or entities on the discriminatory vendor list because they may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5** The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.6** In accordance with s. 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract or agreement with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this Contract and any

contract or agreement incorporating this Contract by reference if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If any contract or agreement incorporating this Contract contains \$1 million or more, the Provider shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Contract.

8. Background Screening

The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

- 8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
- 8.2 Background Screening Affidavit of Compliance - To demonstrate compliance with section 6 of this Contract, the Provider shall submit ATTACHMENT G, Background Screening Affidavit of Compliance annually, by January 15th.
- 8.3 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

9. Grievance and Complaint Procedures

9.1 Grievance Procedure

The Provider shall comply with and ensure sub-provider compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures:

The Provider shall develop and implement complaint procedures and ensure that sub-providers develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint on a complaint log.

10. Public Records and Retention:

- 10.1 The Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the Department of Elder Affairs in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the Alliance all public records in possession of the Provider upon termination or expiration this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Alliance or the Department in a format that is compatible with the information technology systems of the Alliance or the Department.

11. Audits, Inspections, Investigations:

- 11.1** The provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under this contract. Provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Provider shall retain 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 Alliance.
- 11.3** Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 11.4** The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, the Department and federal auditors, pursuant to 45 CFR 92.36(i) (10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- 11.8** The Provider shall maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this contract.
- 11.9** The Provider shall submit management, program, and client identifiable data, as specified by the Department of Elder Affairs and / or the Alliance. The provider must record and submit program specific data in accordance with the Department's Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
- 11.10** If, under any contract or agreement incorporating this Contract by reference, the Provider is providing services and is acting on behalf of the Department of Elder Affairs or the Alliance for Aging, Inc. as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Department of Elder Affairs or the Alliance for Aging, Inc. would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the Department of Elder Affairs or the Alliance for Aging, Inc. all public records in possession of the Provider upon termination or expiration of any contract or agreement incorporating this Contract by reference and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department of Elder Affairs or the Alliance for Aging, Inc. in a format that is compatible with the information technology systems of the Department.
- 11.11** The Alliance for Aging, Inc. may unilaterally cancel this Contract, and any contract or agreement incorporating this Contract by reference, notwithstanding any other provisions of this Contract, for refusal by the Provider to comply with Section 8 of this Contract by not allowing public access to all documents, papers, letters, or other

material made or received by the Provider in conjunction with the contract or agreement incorporating this Contract by reference, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

12. Nondiscrimination-Civil Rights Compliance

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

13. Provision of Services

The Provider shall provide services in the manner described in in **ATTACHMENT I** of this agreement and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

14. Monitoring by the Alliance for Aging

The Alliance will perform administrative and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

- 14.1** The provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services as specified in this contract. Following the norms set down by the Department, the Alliance will track performance on a monthly basis, through desk reviews of available fiscal, CIRTS, and research production reports and any other system or process designated by the Alliance. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subcontract monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.
- 14.2** The provider shall permit persons duly authorized by the Department or the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees, and sub-provider employees of the provider to be assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the provider a written report of its findings. The Provider hereby agrees to correct all deficiencies identified in a timely manner as determined by the Contract Manager.

15. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in

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

16. Indemnification

The provider shall indemnify, defend, and hold harmless the Department and the Alliance and their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense whatever nature or character arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or sub-providers during the performance of this contract, whether direct or indirect, and whether to any person or property. It is understood and agreed that the provider is not required to indemnify the Alliance for claims arising out of the sole negligence of the Alliance.

The provider's obligation to indemnify, defend, and pay for the defense or, at the Department's and / or the Alliance's option, to participate and associate with the Department and / or the Alliance in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's and / or Alliance's notice of claim for indemnification to the provider. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify the Department and or the Alliance, upon notice by the Department and / or the Alliance. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Alliance solely negligent shall excuse performance of this provision by the provider. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department and / or the Alliance. The Alliance's failure to notify the provider of a claim shall not release the provider of the above duty to defend and indemnify.

16.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph ^{16 9/15/15} ~~15~~ is not applicable to contracts executed between the Alliance and state agencies or subdivisions defined in s. 768.28(2), F.S.

17. Insurance and Bonding

17.1 The provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, on a comprehensive basis, and must hold such liability and worker's compensation insurances at all times during the effective period of this contract and any renewal(s) or extension(s) of this contract. **The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur.** The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon execution of this contract, the provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. The provider shall ensure that the Alliance 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 and the Alliance reserve the right to require additional insurance where appropriate.

17.2 Throughout the term of this contract, the provider must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider, authorized to handle funds received or disbursed under this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17.3 If the provider is a state agency or subdivision as defined by section 768.28, F.S., the provider shall furnish, upon request, written verification of liability protection in accordance with section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S. (See also Indemnification clause.)

18. Confidentiality of Information

The Provider 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.

19. Health Insurance Portability and Accountability Act

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

20. Incident Reporting

20.1 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 or Subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporate this Master Contract by reference. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

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

21. New Contract(s) Reporting:

The Provider shall notify the Alliance within ten (10) days of entering into a new contract or agreement with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number.

22. Bankruptcy Notification

During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, sub-providers or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (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 Any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by, the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (ref.: section 286.25, F. S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

23.2 The provider shall not use the words "State of Florida, Department of Elder Affairs" and/or "The Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

24. Assignments

24.1 The provider shall not assign its rights and responsibilities under this contract without the prior written approval of the Alliance. All contracts or agreements incorporating this Contract by reference shall remain binding upon the successors in interest of either the Provider or the Alliance for Aging, Inc.

24.2 No approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the dollar amount agreed upon in this contract.

24.3 The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract or

agreement.

25. Subcontracts:

- 25.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its sub-providers. Any subcontracts shall be evidenced by a written agreement subject to all applicable terms and conditions of this contract. Alliance approval of the service application presented by the provider shall constitute Alliance approval of the provider's proposed subcontracts if the subcontracts follow the service and funding information identified in the provider's service application. All other subcontracts proposed to be funded under this contract must be approved in advance by the Alliance. The Provider agrees that the Alliance shall not be liable to any sub-provider in any way or for any reason. The provider, at its expense, will indemnify and defend the Alliance against any sub-provider claims.
- 25.2 The provider shall promptly pay any sub-providers. Failure to pay sub-providers pursuant to any subcontract or as required by law may result in enforcement action under this contract.
- 25.3 The provider maintains responsibility for the monitoring and performance of all subcontracts in accordance with all applicable federal and state laws. Subcontractor monitoring must be done annually.
- 25.4 The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in Title 45 Code of Federal Regulations (CFR) part 74 - Sub-Part C, Ch.287.057 Florida Statutes (F.S.), U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, and with the Department of Elder Affairs Program and Services Handbook 2012.

25.5 Service Cost Reports and Unit Cost Methodology Reports:

The Provider shall submit annually to the Alliance Service Cost Reports, which reflect Actual costs of providing each service by program. This report is due to the Alliance 30 days after the contract year ends. The Provider shall also submit, annually, Unit Cost Methodology Reports, reflecting the annual Budgeted cost details for each program. This report is due to the Alliance 30 days prior to the start of the new contract. These two reports provide information for planning and negotiating unit rates, as well as source documents used in the Alliance's annual monitoring of the Provider.

26. Funding Obligations:

- 26.1 The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating this Contract by reference.
- 26.2 The Alliance shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.
- 26.3 The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined by applicable federal or state law, or which expenditures have not been made in accordance with the terms of this contract or fiscal or programmatic guidelines and requirements outlined by the current Department of Elder Affairs Programs and Services Handbook.
- 26.4 The Alliance shall not be liable to the provider for expenditures made in violation of regulations, the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. Independent Capacity of Provider

- 27.1 The Provider will be acting in its independent capacity and not as an employee, agent or representative of the Alliance or the Department. The provider shall not be deemed or construed to be an employee, agent or representative of the Alliance or the Department for any purpose whatsoever. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of

employer/employee between the parties.

27.2 The Provider shall be responsible for completely supervising and directing the work under this contract whether performed by the provider or by any sub-provider that it may utilize. The Provider shall be responsible for all sub-providers who perform work under this contract. The Provider agrees that it is as fully responsible for the acts and omissions of its sub-providers and of persons employed by them as it is for the acts and omissions of its own employees.

27.3 It is further understood that the Alliance does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its sub-providers. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

28. **Payment**

28.1 Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's finance section for budgetary approval and processing pursuant to Attachment VIII.

28.2 **Payment Documentation Required**

The Provider shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: (a) paragraph (16) (b) of section 216.181, F. S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services http://www.dbf.state.fl.us/aadir/reference_guide/.

The Provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, including paid sub-provider invoices, and will be produced upon request by the Alliance. The Provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's approved service application.

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Contract by reference, including paid sub-provider invoices, and will be produced upon request by the Alliance or the Department. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 6 and 7 of this Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

28.3 The Provider shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Alliance prior to payment.

29. **Return of Funds**

The Provider shall return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Contract by reference that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding

balance pursuant to s. 55.03, F.S., after Alliance's notification or Provider discovery.

30. Data Integrity and Safeguarding Information.

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

31. Computer Use and Social Media Policy

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

32. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and sub-providers from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or sub-provider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or sub-provider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts. The Provider's board members and management must disclose to the Alliance 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 Provider's employees and sub-providers must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

33. Public Entity Crime

Pursuant to s. 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 provider, supplier, sub-provider, 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The provider represents and warrants that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement. The provider must ensure that it does not enter into with any sub-provider on the convicted vendors list or otherwise prohibited from contracting for state funds pursuant to section 287.133, F.S.

34. Purchasing

Procurement of Products or Materials with Recycled Content.

Reusable materials and products shall be used where economically technically feasible.

35. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to the Alliance 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.

36. Emergency Preparedness and Continuity of Operations

36.1 The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

36.2 In the event a situation results in a cessation of services by a sub-provider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department may exercise authority over an area agency or service provider agency to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and provider.

36.4 In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department may exercise authority over an area agency or service provider agency to implement emergency relief measures and/or activities.

37. Equipment

37.1 Use of Contract Funds to Purchase Equipment

No funds under this contract will be used by the Provider to purchase equipment.

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

38. PUR 1000 Form:

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

http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the 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.

39. Use of State Funds to Purchase or Improve Real Property

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

40. Dispute Resolution

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

41. Financial Consequences of Non-Performance

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

41.1 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.

42. No Waiver of Sovereign Immunity

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

43. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

44. 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 Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

45. 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.

46. 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.

47. Condition Precedent to Contract: Appropriations

The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and a corresponding allocation under contract from the Department to the Alliance.

48. Addition/Deletion

The Parties agree that the Alliance 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.

49. Waiver

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

50. Compliance

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

unilateral cancellation of the contract at the discretion of the Alliance.

51. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in Paragraphs 3.4, 3.4.1 and 3.4.2 (date for final request for payment) of **ATTACHMENT I**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

52. Renegotiations or 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 Alliance's operating budget.

53. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract when in the Department of Elder Affairs determines that it is in the best interests of State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance 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 Provider to any additional compensation.

54. Termination

54.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

54.2 In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

54.3 Termination for Cause:

This contract may be terminated for cause upon no less than twenty four (24) hours' notice in writing to the Provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's or the Provider's rights to remedies at law or in equity.

54.4 Failure to have performed any contractual obligations with the Alliance in a manner satisfactory to the Alliance will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with the Alliance, been notified by the Alliance of the unsatisfactory performance, placed by the Alliance under a corrective action plan and failed to correct the unsatisfactory performance to the satisfaction of the Alliance as outlined in the corrective action plan; or (2) had a contract terminated by the Alliance for cause.

54.5 Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's right to remedies at law or to damages of a legal or equitable nature.

55. **Successors**

This contract shall remain binding upon the successors in interest of either the Alliance or the provider.

56. **Electronic Records and Signature**

The AAA authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, Ch. 119, and Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

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

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

57. **Special Provisions**

The Provider agrees to the following provisions:

57.1 **Investigation of Criminal Allegations:**

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

57.2 **Volunteers:**

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

57.3 **Enforcement:**

57.3.1 In accordance with Section 430.04, F.S., the Alliance may, without taking any intermediate measures available against the Provider, rescind the Providers contract, if the Alliance finds that:

57.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

57.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

57.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

- 57.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
- 57.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating this Contract by reference.
- 57.3.7 In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 57.3.8 The provider consistently misses performance measure targets, or does not demonstrate to the satisfaction of the Alliance that a program budget surplus/deficit problem is being addressed in order to avoid closing out the contract year with a budget variance of more than one percent.
- 57.3.9 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.
- 57.4 **Use of Service Dollars:**
The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all federal, state, and other funds provided by this contract to provide such services.
- 57.5 **Surplus/Deficit Report:**
The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager with the monthly request for payments according to the calendar on Attachment VIII.
- 57.6 **Surplus Recapture.**
In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the AAA in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.
- 58. **Official Payee and Representatives** (Names, Addresses, and Telephone Numbers):

The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M.
President and CEO
 760 NW 107th Ave, Suite 214
 Miami, Florida 33172
 (305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Sheryl Graham, Senior Director Monroe County Social Services 1100 Simonton Street, 2 nd Floor Key West, FL 33040
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Kim Wilkes Wean, Compliance Manager 1100 Simonton Street, 1st Floor

		Key West, FL 33040
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Sheryl Graham, Senior Director 1100 Simonton Street, 2 nd Floor Key West, FL 33040 (305)292-4510 or 4408
d.	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Laurie Semo, Vice President Finance/CFO Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

51. **All Terms and Conditions Included**

This contract and its Attachments, I through X, A, B, C, D, E, F, G, H, K and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

IN WITNESS THEREOF, the Parties hereto have caused this 67 page contract, to be executed by their undersigned officials as duly authorized.

Provider : **MONROE COUNTY SOCIAL SERVICES**

ALLIANCE FOR AGING, INC.

SIGNED BY: *[Signature]*

SIGNED BY: *[Signature]*

NAME: SHERYL GRAHAM

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: ACTING COUNTY ADMINISTRATOR

TITLE: PRESIDENT AND CEO

DATE: 09/15/15

DATE: SEP 18 2015

SIGNED BY: *[Signature]*

NAME: **DANNY KOLHAGE**

TITLE: **MAYOR**

DATE: 10/2/15



ATTEST: *[Signature]* HEAVILIN, CLERK
BY *[Signature]* ROBERTSON
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERRIÑO
ASSISTANT COUNTY ATTORNEY
Date 10/1/15

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ATTACHMENT I

HOME CARE FOR THE ELDERLY PROGRAM

SECTION I. SERVICES TO BE PROVIDED

1. Scope of Service and Eligible Individuals

1.1 The services to be provided are those described in the provider's service provider application submitted in response to the 2011 HCE RFP and as described in this contract. The Home Care for the Elderly (HCE) Program encourages the provision of care in family-type living arrangements in private homes on a not for profit basis as an alternative to nursing home or other institutional care.

1.2 The provider's service provider application submitted in response to the 2011 HCE Lead Agency RFP, as well as the RFP itself is incorporated by reference in this contract between the Alliance and the provider and made a part of this contract.

1.3 INDIVIDUALS TO BE SERVED

1.3.1 General Eligibility

The Home Care for the Elderly program serves elders age 60 and older at risk of placement in a nursing home or other institutional settings who can remain in a family style setting through the provision of subsidies.

1.3.2 Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be at least 60 years of age;
- (2) Have income and assets which do not exceed the Medicaid Institutional Care Program limits;
- (3) Be at risk of nursing home placement;
- (4) Have an adult caregiver living in the home that is willing and able to provide care and assist in arranging services for the client.
- (5) Eligible applicants must be screened, prioritized and referred to the provider by the Aging Resource Center prior to enrollment.
- (6) Not be enrolled in a Medicaid Capitated Long Term Care Program.

1.3.3 Caregiver Eligibility

Caregivers eligible to receive services under this contract must:

- (1) Be at least 18 years of age;
- (2) Be capable of providing a family-type living environment;
- (3) Be a relative or a friend who has been accepted by the client as a surrogate family or is a responsible adult with whom the client has made an arrangement to provide home care services;
- (5) Be willing to accept responsibility for the social, physical and emotional needs of the care recipient;
- (6) Be physically present and live in the home to provide supervision and to assist in arrangement of services for the client;
- (7) Maintain the residential dwelling free of conditions that pose an immediate threat to the life, safety, health and well-being of the home care client; and
- (8) Be without record of conviction of abuse, neglect or exploitation of another person.

1.3.4 Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution.

SECTION II. MANNER OF SERVICE PROVISION

2.0 Conditions

2.1 All services under this contract will be provided in a manner consistent with the conditions set forth in the **2013 Florida Department of Elder Affairs Programs and Services Handbook or any subsequent revisions made to the Handbook and the provider's service provider application** submitted in response to the 2011 HCE Lead Agency RFP (SPA). In case of conflict between the SPA and the Handbook, the Handbook prevails.

2.1.1 Client access to services, assessment and eligibility determination must conform to the protocols listed in ATTACHMENT C.

2.1.2 The provider will offer services based on clients' service plans.

2.2 Service Tasks

2.2.1 **Delivery of Service to Eligible Clients**

The provider shall provide services authorized under this contract as referenced on ATTACHMENT VII that meets the diverse needs of functionally impaired elders. The provider shall perform and report performance of the services in accordance with the current DOEA Programs and Services Handbook.

To achieve the goals of the HCE program, the Contractor shall perform or ensure that its Subcontractors perform the following tasks:

- (1) Client Eligibility Determination;
- (2) Assessment and Prioritization of Service Delivery for New Clients;
- (3) Delivery of Services to Eligible Clients; and
- (4) Monitoring the performance of its Subcontractors.

Client Eligibility Determination

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements in ATTACHMENT I, Section 1.3

Basic Subsidy

The Basic Subsidy is a cash payment made to an approved caregiver each month to reimburse some expenses incurred in caring for the client. The Basic Subsidy is provided for support and maintenance of the care recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A Basic Subsidy shall be paid to approved caregivers when the client is in the home for any part of the month. If the client is hospitalized or in any other temporary institution for 30 days or less, the full Basic Subsidy shall be provided to the caregiver as if the client were in the home.

Special Subsidy Services

Though every eligible HCE client receives a Basic Subsidy, Special Subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies or equipment needed to maintain the health and well-being of the individual elder. The Special Subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care recipient. A Special Subsidy shall be paid to the approved caregivers when the client is in the home for any part of the month. Special Subsidy Services are authorized through a vendor agreement. All Special Subsidy services must be performed in accordance with the Department of Elder Affairs Programs and Services Handbook. Special Subsidy services include:

- (1) Adult Day Care;
- (2) Adult Day Health Care;
- (3) Caregiver Training/Support;
- (4) Chore;
- (5) Chore (Enhanced);
- (6) Counseling (Gerontological);
- (7) Counseling (Mental Health/Screening);
- (8) Home Delivered Meals;

- (9) Home Health Aide Service;
- (10) Homemaker;
- (11) Housing Improvement;
- (12) Material Aid;
- (13) Personal Care;
- (14) Respite (Facility Based or In-Home);
- (15) Specialized Medical Equipment, Services and Supplies;
- (16) Transportation.

2.3 SERVICE TIMES AND LOCATION

2.3.1 Service Times

The Provider shall ensure the provision of the services listed in this contract is available at times appropriate to meet client service needs at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.4 REPORTS

2.4.1 The Provider shall respond to additional routine and/or special requests for information and reports required by the Alliance in a timely manner as determined by the Contract Manager. The Provider shall establish due dates for any sub-providers that permits the Provider to meet the Alliance's reporting requirements.

2.4.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input HCE specific data into CIRTS to ensure CIRTS data accuracy following the Alliance CIRTS Data Integrity Policy.

2.4.2.1 The recipient must ensure all data for HCE subsidies are entered in the CIRTS by the 15th of each month. HCE subsidy data entered into the CIRTS by the 15th of the month will be for payments incurred between the 16th of the previous month and the 15th of the current month. Case management data entered into the CIRTS by the 15th of the month will be for units of service provided during the previous month from the 16th and up to and including the 15th of the current month or case management units of service may be entered according to the recipient schedule, in aggregate on the 31st or daily, weekly or monthly.

2.4.2.2 The recipient will ensure data entry for HCE subsidies will cease on the 15th of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is run.

2.4.2.3 The recipient will ensure the Monthly Utilization Report, by consumer and by worker identification is verified, corrected, certified no later than the 20th of the month in which the report is generated.

2.4.2.4 The recipient will ensure caregivers determined eligible for the HCE basic subsidy after the 15th of a month, will be processed to begin eligibility for the HCE basic subsidy on the 1st day of the next month.

2.4.5 The Alliance reserves the right to adjust the total award as well as the contracted unit rate to reflect provider costs and utilization rates based on active clients enrolled in the program.

2.4.6 The Alliance may withhold payment under the terms of this contract, pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.

2.4.7 The provider shall provide the Alliance with an expenditure plan by July 15 or two weeks after this contract has been signed; a monthly update is due on the 21st day of each following month. The expenditure plan and updates must follow the format provided by the Alliance.

2.4.8 The provider shall respond to surplus/deficit inquiries and will provide ad-hoc reports as requested by the Alliance.

2.5 ELECTRONIC RECORDS AND DOCUMENTATION

The provider will ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS). Maintenance includes valid exports and backups of all data and systems according to Alliance and Department standards.

2.5.1 Timely Data Entry

The provider must enter all required HCE data per the Department's CIRTIS Policy Guidelines for consumers and services in the CIRTIS database. The data must be entered into CIRTIS before the provider submits its request for payment and expenditure reports to the Alliance as per Attachment VIII.

2.5.2 Data Accuracy

The provider will run monthly CIRTIS reports and verify client and service data in CIRTIS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the provider's request for payment and expenditure reports can be approved by the Alliance.

2.5.3 Failure to Maintain CIRTIS Database

Failure to ensure the collection and maintenance of the CIRTIS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see 2.7.2), including delaying or withholding payment until the problem is corrected.

2.5.4 Computer System Backup and Recovery

Each provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The provider shall maintain written policies and procedures for computer backup and recovery. These policies and procedures shall be made available to the Alliance upon request.

2.6.1 Outcomes

- (1) The Provider shall timely submit to the Alliance all reports described in **ATTACHMENT I, SECTION 2.4 REPORTS;**
- (2) The Provider shall timely submit to the Alliance all information described in **ATTACHMENT I, SECTION 2.5 ELECTRONIC RECORDS AND DOCUMENTATION;**
- (3) The Provider shall ensure services in this contract are in accordance with the current DOEA Programs and Services Handbook.

2.6.2 The performance of the Provider in providing the services described in this contract shall be measured by the current Area Plan strategies for the following criteria:

- (1) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (2) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (3) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (4) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (5) Percent of family and family-assisted caregivers who self-report they are likely to provide care;
- (6) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);

2.7 Compliance and Enforcement

2.7.1 The provider shall comply with all the terms and conditions set-forth in this contract, the HCE RFP pursuant to which this contract was awarded, the Service Provider Application and the most recent edition of the Department of Elder Affairs Programs and Services Handbook. The provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Alliance and provide supporting documentation as requested by the Alliance. Monitoring Items/Issues may include Corrective Actions, Reportable Conditions or Quality Improvement Recommendations provided by the Alliance. The provider is also responsible to provide timely response to any inquiry related to program

expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plan.

Failure to meet any of the contractual requirements or compliance items mentioned above will result in the imposition of sanctions and/ or other enforcement actions by the Alliance.

2.8 ALLIANCE FOR AGING RESPONSIBILITIES

2.8.1 Program Guidance and Technical Assistance

The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.8.2 Contract Monitoring

The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an onsite visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III. METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this contract includes advances, cost reimbursement for administration costs, as well as fixed rate and cost reimbursement for services. Payment may be authorized for all allowable expenditures to complete the tasks identified in the deliverables, in accordance with all applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required. All Provider requests for payment and expenditure reports submitted to support requests for payment shall be on Department forms 106C and 105C, included as Attachments IX, X, and XI. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on department forms.

- 3.1.1** Provider invoices shall be submitted, no later than 60 days after the end of the month on which the expense was incurred, except that invoices cannot be submitted beyond the date for final invoicing, as stated in this contract. Invoices submitted late will not be honored. Exceptions to this rule are at the discretion of the Alliance, on a case by case basis; such exceptions must be requested prior to the expiration of the invoicing deadline. In making a determination of the exception the Alliance will consider whether the disruption to the billing cycle was beyond the control of the provider, the frequency with which such exceptions are requested by the provider, and whether the Alliance can request reimbursement at a late date from DOEA. Exceptions for invoicing late after the closeout date will not be made.

3.2 Advance Payments

Non-profit providers may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is **ATTACHMENT VIII** to this contract. Reconciliation and recouping of advances made

under this contract are to be completed by October. All advance payments are subject to the availability of funds.

3.3 Advance funds may be temporarily invested by the provider in an insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance within thirty (30) days of the end of the first quarter of the contract period.

3.4 Final Request for Payment:

3.4.1 The provider must submit the final request for payment to the Alliance no later than July 15, 2016; if the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

3.4.2 If the contract is terminated prior to the contract end date of June 30, 2016, then the provider must submit the final request for payment to the Alliance no more than 45 days after the contract is terminated, but no later than July 15, 2016. **If the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

3.5 Documentation for Payment

The Provider will maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as Department of Financial Services, upon request.

3.5.1 The Provider must require sub-providers to enter all required data per the Department's CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the sub-providers submit their request for payment and expenditure reports to the Provider. The Provider shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Alliance.

3.5.2 The Provider must require sub-providers to run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Provider with the monthly request for payment and expenditure report and must be reviewed by the Provider before the sub-provider's request for payment and expenditure reports can be approved by the Provider.

3.6 Remedies for Nonconforming Services

The Provider 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.

3.6.1 If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.6.2 Financial Consequences of Surplus

Provider shall ensure the provision of services to the projected number of clients in accordance with Alliance's forecasts and within the contract amount. The Provider shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in this contract. In the event the Provider has a surplus of 1% or more at the end of the contract term, the Alliance will reallocate 1% of the budget for the next year contract term to other lead agencies found to be serving clients to the fullest extent of their allocated budgets.

3.6.3 Consequences for Non-Compliance

The Provider shall ensure that services and reports are performed pursuant to contract requirements. If at any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform these services and reports, the Provider will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Contract Manager. The Alliance may assess a financial consequence for non-compliance on the Provider for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP. In the event the Provider fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance may deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Cost's component of the unit rate for each day the deficiency is not corrected. The Alliance may also deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Cost's component of the unit rate for each day the Provider fails to timely submit a CAP, beginning the 11th day after notification by the Contract Manager of the deficiency. If, or to the extent, there is any conflict between this paragraph and any other paragraph in this contract, this paragraph shall have precedence.

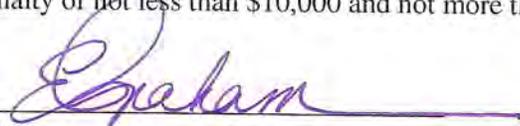
ATTACHMENT II

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


 Signature _____ Date 09/15/15

SHERYL GRAHAM _____ KH1572 _____
 Name of Authorized Individual Application or Agreement Number

MONROE COUNTY BOCC/SOCIAL SERVICES
1100 SIMONTON ST. SUITE 2-257
KEY WEST, FLORIDA 33040
 Name and Address of Organization

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM

 PEDRO J. MERCADO
 ASSISTANT COUNTY ATTORNEY
 Date 10/1/15

ATTACHMENT III FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance for Aging, Inc. to the provider may be subject to audits and/or monitoring by the Alliance or the Florida Department of Elder Affairs, as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the provider expends \$750,000 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through the Department of Elder Affairs and the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of federal awards, including federal resources received from the Alliance or the Department of Elder Affairs. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the provider expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section 310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. 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 provider's fiscal year end.

PART II: STATE FUNDED

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such provider (for fiscal years beginning on or after January 1, 2015), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance for Aging, Inc. by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance for Aging, Inc., other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

If the provider expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years beginning on or after January 1, 2015), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance and the Department of Elder Affairs retain all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Alliance for Aging, Inc. at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-3155

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by

Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-31550**

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

The Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-3155**

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Alliance for Aging, Inc. or its designee, the CFO or Auditor General Access to such records upon request. The provider shall ensure that audit working papers are made available to the Alliance for Aging, Inc., or its designee, the Department or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Alliance for Aging, Inc.

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Home Care for the Elderly Program	General Revenue	65010	\$10,622.00
TOTAL AWARD			\$10,622.00

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

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

ATTACHMENT V

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

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

[Signature]

Signature

ACTING COUNTY ADMINISTRATOR

Title

(Certification signature should be same as Contract signature.)

09/15/15

Date

MONROE COUNTY BOCC/SOCIAL SERVICES

Agency/Organization

[Signature]
 MCN MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM
 PEDRO J. MERCADO
 ASSISTANT COUNTY ATTORNEY
 Date 10/1/15

Instructions for Certification

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

(Revised June 2008)

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

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

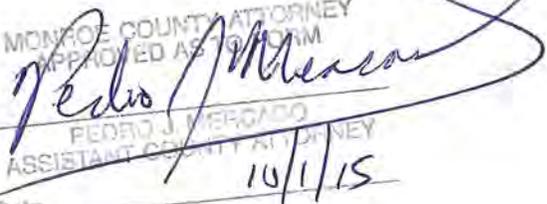
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE SHERYL GRAHAM ACTING COUNTY ADMINISTRATOR
APPLICANT ORGANIZATION MONROE COUNTY SOCIAL SERVICES	DATE SUBMITTED 09/15/15

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM

 FEDERICO J. MERCADO
 ASSISTANT COUNTY ATTORNEY
 Date 10/1/15

**HOME CARE FOR THE ELDERLY PROGRAM
BUDGET SUMMARY**

The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Case Management	\$50.48	210	\$10,622.00
Total			\$10,622.00

**HOME CARE FOR THE ELDERLY
INVOICE REPORT SCHEDULE**

Report Number	Based On	Submit to Alliance on this Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report + 1/12 advance reconciliation	August 15
4	August Expenditure Report + 1/12 advance reconciliation	September 15
5	September Expenditure Report + 1/12 advance reconciliation	October 15
6	October Expenditure Report + 1/12 advance reconciliation	November 15
7	November Expenditure Report + 1/12 advance reconciliation	December 15
8	December Expenditure Report + 1/12 advance reconciliation	January 15
9	January Expenditure Report + 1/12 advance reconciliation	February 15
10	February Expenditure Report + 1/12 advance reconciliation	March 15
11	March Expenditure Report + 1/12 advance reconciliation	April 15
12	April Expenditure Report + 1/12 advance reconciliation	May 15
13	May Expenditure Report + 1/12 advance reconciliation	June 15
14	June Expenditure Report+ 1/12 advance reconciliation	July 15
15	Final Expenditure and closeout	July 15

Legend: * Advance based on projected cash need.

**REQUEST FOR PAYMENT
HOME CARE FOR THE ELDERLY**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT : Regular _____ Advance _____	This Request Period: From: _____ To: _____ Contract Period _____ Contract # _____ Report # _____ PSA # _____
-------------------------------------------	-------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------

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

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

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

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

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

**RECEIPT AND EXPENDITURE REPORT
HOME CARE FOR THE ELDERLY**

PROVIDER NAME, ADDRESS, PHONE # and FEID# 	Program Funding : CCE Admin. _____ CCE Services _____	THIS REPORT PERIOD: From _____ To _____ CONTRACT PERIOD: CONTRACT # _____ REPORT # _____ PSA# _____		
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. State Funds 2. Program Income 3. Local Cash Match 4. SUBTOTAL: CASH RECEIPTS 5. Local In-Kind Match 6. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART B : EXPENDITURES 1. Administrative Services 2. Service Subcontractor(s) 3. Adult Protective Services 4. TOTAL EXPENDITURES	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART C : OTHER REVENUE AND EXPENDITURES I. Program Income (PI) 1. CCE: PI Collected YTD \$ _____ (Includes fees collected)	II. Interest: 1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____		III. Advance Recouped \$ _____	
PART D : CO-PAYMENTS 1. Total of Co-payments assessed 2. Total of Co-payments collected (For Tracking Purposes only)	CURRENT MONTH \$ _____ \$ _____	YEAR-TO-DATE \$ _____ \$ _____		

Cost Reimbursement Summary

Contract # _____

Report (invoice) Number: _____

Budget Category	Description	Number of Units	Service Date	Amount
Administration				
	TOTAL ADMINISTRATION			\$0.00
Expenses				
	TOTAL EXPENSES			\$0.00

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

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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:
 The entire Florida Keys (Monroe County, approximately 120 miles long) are considered rural with some urban characteristics.
 Service(S) to be provided by MCIHS with this grant are: case management.

2. POPULATION OF AREA SERVED. Source of data: US CENSUS 2010

Total #	% White	% Black	% Hispanic	% Other	% Female		
73,165	72.3	5.7	19.6	2	46.6		

3. STAFF CURRENTLY EMPLOYED. Effective date: 7/1/2015

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
42	63%	17%	12%	8%	72%	0%	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date: 7/1/2015

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
16	63%	38%	25%	75%	69%	100%	100%

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100	0	0	0	40%	0%	

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

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain.

N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain.

N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain.

N/A YES NO

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

N/A YES NO

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

N/A YES NO

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

N/A YES NO

OUR AGENCY IS NOT AN INPATIENT FACILITY

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A YES NO
-
13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER
 0
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If N/A or NO, explain. N/A YES NO

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

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO

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

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

ALLIANCE 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 ___/___/___

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 and sex. 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 and disability. 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 and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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, 45 CFR 80.3 (b) (6).
9. 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 (b) (2).
10. 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).
11. 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).
12. 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).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. 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, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled 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, 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.
16. 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. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/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 60 and Title VI of the Civil Rights Act of 1964, as amended.

REFERRAL PROTOCOL DADE

- Issue:** Screening, Triage, and Referral for Activation under the Community Care for the Elderly/Home Care for the Elderly.
- Policy:** Referrals will be based on availability of funds, in accordance with prioritization requirements.
- Purpose:** To ensure funding is spent expeditiously and consumers are referred into programs for appropriate services.

Procedure for Monroe County:

I. Roles and Responsibilities

A. Alliance for Aging / Aging and Disability Resource Center

- Reconciles overall program and Lead Agency specific spending levels on a monthly basis to ensure the Lead Agency is operating within the funding allocation.
- Reviews the number of cases released for activation based on projected funding available.
- Screens consumers to link with appropriate resources and prioritize for DOEA-funded programs and services.
- Recommends potential cases for activation based upon projected funding available by Lead Agency.
- Selects consumers from the waiting list based on their prioritization score.
- Refers consumers from the waiting list to the Lead Agency in Monroe County for activation, based on availability of funds.
- Monitors compliance with service standards and outcome measures.
- Reviews care plans and files per the File Review Policies and Procedures.
- Reviews data in CIRTS.

B. Case Management Agency

- Requests and accepts referrals from the Aging and Disability Resource Center, to serve an optimal caseload and to avoid surpluses or deficits in accordance with the AAA CCE/HCE Surplus/Deficit Analysis policy.
- Refers inquiries from consumers interested in services to the ADRC for Information and Referral to community resources, Screening, Triage, and Long-Term Care Options Counseling, as appropriate.
- The functions of Screening and Intake are outsourced to the Lead Agency. Screening and Intake may also be completed by the ADRC.
- Completes comprehensive assessments on new consumers and annual reassessment on existing consumers and develops care plans and reviews care plans semi-annually.
- Authorizes service delivery and enters data into CIRTS.
- Screens consumers for SMMCLTC eligibility.
- Bills in CIRTS as appropriate.
- Monitors care plans in an effort to keep costs down while sustaining the individuals in the community.

II. Management of the Assessed Prioritized Consumer List (APCL).

- A. Referrals to the ADRC are routed to the Information and Referral Specialists or Intake Unit staff depending on the type of referral. Clients are provided information on community resources and programs available including private pay options. Persons are directed to those resources most capable of meeting the need they have expressed to ADRC staff. Cases presenting strong identifiers that indicate the consumer might benefit from publicly funded long term care services are screened, entered into CIRTS, triaged and provided options counseling. In Monroe County, the functions of Screening and Intake are outsourced to the Lead Agency. Screening and Intake may also be completed by the ADRC. DOEA prioritization requirements will be adhered to by both entities, as follows:
1. APS High Risk Referrals (See Section B)
 2. Imminent Risk cases will be prioritized for activation after APS High Risk Referrals have been served. If budgetary constraints prevent opening new cases, clients will be placed on the APCL. ADRC staff will contact the client on a monthly basis to determine if there has been a change in the client's situation.
 3. All other CARES referrals will be screened and prioritized in accordance with DOEA requirements.
 4. Aging Out consumers will be referred by DCF for prioritization and/or activation in the corresponding aged program managed by the Alliance, as appropriate (See section IV).
 5. Consumers applying for the Community Care for the Elderly (CCE) and/or Home Care for the Elderly (HCE) programs will be contacted and screened using the statewide assessment form developed by the Department of Elder Affairs for this purpose (Form 701S). If a consumer is being served through a DOEA-funded agency which enters their annual assessment into CIRTS, the Priority Score generated by that assessment will determine their ranking on the APCL.
 6. Consumers referred for inclusion under the Statewide Medicaid Managed Care Long Term Care Program APCL will be contacted and screened by an ADRC staff person following the same procedure as the one described under Section 5. Individuals who appear as potentially eligible for other types of public assistance will be referred to the Economic Self-Sufficiency Unit at the Department of Children and Families.
 7. All other referrals will be waitlisted and prioritized, during which time other community resources will be researched, including private pay/fee for services providers. Consumers on the waiting lists will be reassessed according to the 2015 Department of Elder Affairs Programs and Services Handbook, or any revisions made thereafter.
- B. HIPAA forms will be sent to the consumer as appropriate.

III. Opening New Cases

A. **CCE/HCE Clients**

1. The Fiscal Department will monitor Lead Agency specific spending levels on a monthly basis to ensure each Lead Agency is operating within its spending authority. In addition, the fiscal department will analyze surplus/deficit projections, and share the information with the Lead Agency to assist in their determination of slot availability. The Lead Agency will request referrals directly from the ADRC. The Fiscal Department will be notified of the number of new cases being referred to the Lead Agency for activation.
2. Upon receipt of the request for referrals from the Lead Agency, the ADRC Intake Unit Supervisor will run the Prioritized Risk Report to identify the consumers on the APCL to be opened.
3. In response to the request for referrals, the ADRC Intake Unit Supervisor will refer wait listed clients to the Lead Agency for activation, in accordance with prioritization requirements. The Intake Unit will update the wait list enrollment using the appropriate code to terminate from the APCL. Upon receipt of referral, the Lead Agency will enter the APPL enrollment, and subsequent enrollments to reflect client status.
4. Upon receipt of list of clients released from the waiting list, the Lead Agency will enter the APPL enrollment, will contact clients to offer program enrollment, and will proceed with activation. The Lead Agency will enter subsequent enrollments into CIRTIS to reflect client status.
5. The ADRC will oversee the enrollment process to ensure referrals have timely outcomes in CIRTIS.

B. **Statewide Medicaid Managed Care Long Term Care Program Clients**

1. The Department of Elder Affairs will run the APCL (Assessed Priority Consumer List) report to review clients wait listed for the SMMCLTCP. DOEA will provide the ADRC with a list of individuals authorized for release from the APCL.
2. For clients active in CCE or HCE and authorized for release from the Medicaid Waiver waiting list, the ADRC will be responsible for the application process. For CCE active clients the ADRC will notify the Lead Agency in order to waive the co-pay.

C. **APS Referrals**

1. APS Low and Intermediate Risk referrals will be screened and prioritized by the ADRC for services as per the DOEA/APS Memorandum of Understanding. Low and Intermediate Risk referrals are also offered information and referral to additional community resources, including private pay as appropriate.
2. APS High Risk Referrals are not waitlisted. They are immediately referred for service from DCF in Monroe County to the Lead Agency. ARTT referrals will be forwarded directly the Lead Agency. **APS cases are to be served for a maximum of 31 calendar days.** If additional time is justified, the case management agency will staff the case with the Alliance to obtain the extension needed.

3. Upon receipt of the APS High Risk referral, the Lead Agency will coordinate services to begin within the 72 hour period mandated by statute. A comprehensive assessment will be done within 72 hours of the referral. Services required under the care plan will remain in place for a maximum of 31 days, unless an extension has been granted.
4. The Lead Agency will enter ACTV enrollment under their provider number in CIRTS. In addition, service codes will be entered by service date for all services provided. If a service(s) is not provided as required under the care plan, an NDP code will need to be entered in CIRTS and the case notes under the client file should document the reason for non-delivery of such service(s).

IV. Aging Out Consumers:

- A. All "Aging Out" consumers will be referred by DCF to the ADRC for enrollment into the corresponding aged program managed by the Alliance.
- B. Consumers active in the CCDA and HCDA programs that are turning 60 and are eligible for CCE and/or HCE will be opened in the corresponding aged program managed by the Alliance if funding is available. If funding is available, these consumers will be made active. If funding is not available, they will be waitlisted for these programs but will be given priority for activation once funding is available.

Note: These ADRC policies and procedures are subject to change. Any modifications will be done through a contract amendment.

Department's Computer Use Policy and its Social Media Policy, provided on CD.

**Alliance for Aging, Inc.
Business Associate Agreement**

This Business Associate Agreement is dated 9/15/2015, by the **Alliance for Aging, Inc** (“**Covered Entity**”) and **_MONROE COUNTY BOCC/SOCIAL SERVICES_**, (“**Business Associate**”), a not-for-profit Florida corporation.

1.0 Background.

- 1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).
- 1.2 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County's Policies and Procedures.
- 1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.
- 1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b) (2010) (as may apply) and contained in this agreement.
- 1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

- 2.0 **Definitions.** For purposes of this agreement, the following definitions apply:
 - 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
 - 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
 - 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
 - 2.4 **Authentication.** The corroboration that a person is the one claimed.
 - 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
 - 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
 - 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
 - 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.

- 2.9 **Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.10 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.11 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.12 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.13 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.14 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.15 **Password.** Confidential authentication information composed of a string of characters.
- 2.16 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.17 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.18 **Protected Health Information. (PHI)** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.19 **Required By Law.** Has the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.20 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.21 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.23 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.24 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.25 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- 3.0. **Obligations and Activities of Business Associate.**
- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.

- 3.2 Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.7 If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.

- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.14 Business Associate agrees to comply with:
- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
 - (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
 - (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).
- 4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j) (1).
- 6.0 **Obligations of Covered Entity.**
- 6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment XI to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.
- 6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- 7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 8.0 **Effective Date and Termination.**
- 8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:
- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.
- 8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- 8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.
- 9.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.
- 10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- 11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.
- 12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.
- 13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).
- 14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: _____ MONROE COUNTY BOCC/SOCIAL SERVICES _____
_____ 1100 SIMONTON ST. SUITE 2-257 _____
_____ KEY WEST, FLORIDA 33040 _____

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

- 15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.
- 16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.
- 18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity:

By: [Signature] Date: SEP 18 2015
(signature)

Business Associate: MONROE COUNTY BOCC/SOCIAL SERVICES

By: [Signature] Date: 09/15/15
(signature) SHERYL GRAHAM, ACTING COUNTY ADMINISTRATOR

SIGNED BY: [Signature]

NAME: DANNY KOLHAGE

TITLE: MAYOR

DATE: 10/21/15



AMY HEAVILIN, CLERK
[Signature]
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/1/15

ATTACHMENT F

Verification of Employment Status Certification

As a condition of contracting with the Alliance for Aging, Inc., MONROE COUNTY BOCC/SOCIAL SERVICES, hereby referred to as 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 Agreement and (b) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



BACKGROUND SCREENING Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, 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. 817.968. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

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

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

ATTACHMENT J

Alliance for Aging Fiscal Policy and Procedures

SURPLUS/DEFICIT ANALYSIS – COMMUNITY CARE FOR THE ELDERLY (CCE) AND HOME CARE FOR THE ELDERLY (HCE)

POLICY: Available funds for CCE and HCE will be optimized by using the most recent available data to analyze contractor spending patterns and trends in order to serve the largest number of clients.

Purpose: To ensure contract compliance requiring that all available funding is spent expeditiously and completely to avoid any surpluses or deficits.

A. Procedures:

1. Spending patterns of each provider by program will be analyzed on a monthly basis. In accordance with contract requirements, Lead Agencies must justify projected surpluses or deficits.
2. All noted surpluses or deficits in spending and/or reporting patterns will be reviewed and documented in order for the Alliance to initiate appropriate steps to ensure that consumers continue receiving services in accordance with appropriate care plans.
3. Lead Agencies will submit invoices by the deadline date specified in their contracts. Invoices not submitted on time will not be reimbursed until the following monthly cycle. Invoices not submitted on time bias surplus/deficit reports. Providers assume the consequences of delayed invoicing on the accuracy of surplus/deficit projections.
4. Lead Agencies should request referrals for activation directly from the ARC on an ongoing basis, as often as needed, to ensure that an optimal caseload is maintained so that the Lead Agency will not realize a year-end surplus or deficit. An optimal caseload is considered the number of cases necessary for each Lead Agency to maintain throughout the fiscal year so as not to experience any projected surpluses or deficits. The actual number of cases constituting an optimal caseload should have concurrence of both a fiscal representative from the Lead Agency and the Alliance Fiscal Analyst.
5. Requesting referrals for activation directly from the ARC will expedite the referral process; however, it is incumbent upon Lead Agencies to maintain an optimal caseload so as not to create any surpluses for the current fiscal year nor any deficits, that when annualized, create deficits in the next fiscal year. For example, if a Lead Agency identifies “x” number of clients will leave or have left the program due to placement in another program, etc., the Lead Agency can request replacement of these clients with new referrals by contacting the ARC directly. The Lead Agency must ensure, however, that the number of referrals requested does not result in a number of cases that exceeds its optimal caseload. In determining the optimal caseload for purposes of requesting additional cases, factors such as historical attrition rates and anticipated vacancies due to client transfers to other programs can be considered. Under no circumstances can reductions in care plans occur for purposes of creating need for additional referrals.
6. APS referrals are not wait listed and are referred to Lead Agencies on a rotation basis. Funding for individuals designated as Imminent Risk and Aging Out will be authorized on an as-needed basis by the fiscal dept. upon review of funding availability.
7. Each Lead Agency will designate a person who is the point of contact and is authorized to request referrals from the ARC including the date(s) for referrals to be sent to the Lead Agency. In no situation, should the date(s) established for receiving the referrals be more than 30 days from the date of request.
8. At least monthly, the Fiscal Analyst for the Alliance will monitor the number of cases that are maintained by the Lead Agency to determine any projected surplus or deficit. If it is determined that a projected deficit exists, the Fiscal Analyst will advise the ARC and the Lead Agency that no

additional referrals may be sent until there is concurrence between the Alliance and the Lead Agency about the budget projections. When there is concurrence about the budget projections, both the ARC and the Lead Agency will be notified by the Fiscal Analyst that referrals can be sent, if warranted.

9. By the 18th of each month, using the most current provider invoicing and enrollment data, the Alliance Fiscal Analyst will prepare a preliminary surplus/deficit projection, taking into account historical attrition rates, Adult Protective Services referrals, historical per member/per month (PMPM) spending rates, and the number of recently referred cases sent to the Lead Agency that may not have yet been entered in CIRTS or activated (APPL). In addition, surplus/deficit forecasts will formally incorporate identified late billing/non-billing patterns, changes to expenditures per consumer, lags in the enrollment processes and any other information that may improve the accuracy of the projections.
10. To monitor the provider's expenditures, the Alliance Fiscal Analyst will use the Alliance for Aging CCE Expense and Projection Report tool. This tool compares a monthly expenditure plan based on projected caseloads that assume historical attrition and enrollment factors, against actual invoicing. On a monthly basis, the Alliance will compare the cumulative expenditure to the month of the report against the cumulative planned expenditure. For example, if for the December report, the cumulative planned expenditure was projected to be 55 percent and if the actual reported cumulative expenditure for December is 48 percent, then the measured surplus for the month of December would be seven (7) percent.
11. The Alliance Fiscal Analyst will send to the Fiscal Officer of each Lead Agency monthly preliminary surplus/deficit reports and an analysis of the findings, together with any inquiries regarding the findings. This communication will be sent via electronic mail. In addition, surplus/deficit reports will be discussed in conference, on at least a monthly basis, with Lead Agencies to achieve consensus forecasts.
12. The Fiscal Officer of the Lead Agency will respond to the Alliance's Fiscal Analyst within two (2) working days via electronic mail with the requested information, noting any discrepancies between the Alliance's projections and that of the Lead Agency. For example, the Lead Agency may report atypical attrition or enrollment factors due to unusual circumstances such as higher than usual attrition or clients transferring to other funded programs. If a Lead Agency requested additional referrals in excess of what had been determined to be the optimal caseload in order to prevent a surplus or deficit, then a justification for requesting the additional referrals should be included as part of the response. The Fiscal Analyst will continue to track and verify that the justification for the additional referrals has not resulted in a potential surplus or deficit nor had an adverse impact on any clients receiving services.
13. Based on the information received from the Lead Agency, the Alliance's Fiscal Analyst will either modify or affirm the preliminary surplus/deficit report. The fiscal Analyst will submit this report to the Vice President for Finance who will present it for discussion with the Executive Management Group (EMG). The EMG will decide on an appropriate course of action to address the surplus or deficit.
14. A monthly surplus/deficit meeting will be held during which the Fiscal Analyst will communicate with contract management staff about the status and projections of surplus/deficits for the programs.
15. The monthly surplus/deficit reports will be sent by the Alliance to DOEA, as required.

B. Remedial Actions for Surplus/Deficit:

1. For the surplus/deficit reports covering the months of July through September, the Alliance will initiate remedial action when two consecutive monthly reports indicate surpluses in excess of five (5) percent for each month.
 - a. Remedial action will consist of a de-obligation of surplus funds in an Amount sufficient enough to bring the year-to-date cumulative surplus to less than five (5) percent of the cumulative year-to-date expected expenditures. For example, for the surplus/deficit report

corresponding to the month of October, the expected cumulative expenditure is 33.3 percent of the contract amount. If the reported expenditure, by the November report deadline, for services provided through September 30th is 25 percent of the contract amount and, if there is also a cumulative surplus of five (5) percent or more in August, then the Alliance will de-obligate an amount that will bring the cumulative year-to-date surplus to less than five (5) percent. In this example, the amount of de-obligated funds is 8.3 % (33.3% minus 25%) of the contract.

- b. De-obligated funds will be used by the ARC to make referrals on a client choice basis. The Fiscal Analyst will advise the ARC of the number of referrals to be made based on the amount of funds available. Once all persons to be referred are identified and their choice of case management agency made, the ARC will notify the Alliance fiscal office and the Lead Agencies in order for appropriate contract amendments to be prepared and executed.
2. For reports covering the October through December period, the Alliance will initiate remedial action when two consecutive monthly reports show cumulative surpluses in excess of two and a half (2.5) percent in each month. A cumulative surplus incurred in September, if larger than five (5) percent will be considered for the consecutive count. For example, if the report for the month of September shows a projected surplus in excess of five (5) percent and the report for October shows a surplus in excess of two and a half (2.5) percent, then a de-obligation of funds will be initiated that is equal to the amount needed to decrease the surplus to no more than two and a half (2.5) percent. In this example, there were two consecutive months in which there was a surplus for each month that exceeded the established threshold. Since the remedial action was initiated in the October through the December period, then the amount for the reduction of the surplus is two and a half (2.5) percent. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in sections B.1.a. and B.1.b.above, except the referenced surplus allowance is two and a half (2.5) percent.
 3. For reports covering the January through March period, the Alliance will initiate remedial action when two consecutive monthly reports show cumulative surpluses in excess of one and a half (1.5) percent in each month. A cumulative surplus incurred in December, if larger than two and a half (2.5) percent will be considered for the consecutive count. For example, if the report for the month of December shows a projected surplus in excess of two and a half (2.5) percent and the report for January shows a surplus in excess of one and a half (1.5) percent, then a de-obligation of funds will be initiated that is equal to the amount needed to decrease the surplus to no more than one and a half (1.5) percent. In this example, there were two consecutive months in which there was a surplus for each month that exceeded the established threshold. Since the remedial action was initiated in the January through March period then the amount for the reduction of the surplus is one and a half (1.5) percent. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in section B.1.a. and B.1.b. above, except the referenced surplus allowance is one and a half (1.5) percent.
 4. For reports covering the April and May period, the Alliance will initiate remedial action for each month in which the surplus exceeds one (1) percent. The amount exceeding the one (1) percent threshold will be de-obligated. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in sections B. 1.a. and B.1.b.above, except the referenced surplus allowance is one (1) percent.
 5. For the report covering the June period, if the surplus exceeds one (1) percent, it will be noted as a program compliance issue and incorporated as part of the monitoring of the Lead Agency by the Alliance. The agency may also be placed on corrective action.

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 03/01/2016

Division: Social Services

Bulk Item: Yes X No

Department: Social Services

Staff Contact Person: Sheryl Graham (305) 292-4510

Graham 2/10/2016

AGENDA ITEM WORDING: Approval of Amendment 001 of the Community Care for the Elderly Contract (CCE) # KC-1571 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for contract year 2015-2016 (7/1/15 – 6/30/16) in the amount of \$413,700.

ITEM BACKGROUND: The purpose of this Amendment is to make the following changes to the existing CCE contract (1) with regard to Funding Source: to clarify that Tobacco Settlement Trust Funds are no longer included in the State Grants and Aids Appropriations which make up this particular funding source and (2) with regard to Chore and Enhanced Chore services: to move away from a cost reimbursement rate to a fixed rate of service.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted by the BOCC on 9/15/2015 for approval of the Community Care for the Elderly Contract (CCE) # KC-1571, contract year 15/16.

CONTRACT/AGREEMENT CHANGES: Remove Tobacco Settlement Trust Funds from Funding Source on page two (2) section 4.2. Change Chore and Enhanced Chore Rate and Service Units. Amendment does NOT affect Total Contract Amount.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$413,700.00

BUDGETED: Yes No

COST TO COUNTY: 10% CASH MATCH

SOURCE OF FUNDS: Grant funds

REVENUE PRODUCING: Yes X No **AMOUNT PER:** MONTH: \$1,762 **YEAR:** \$21,147
(SOURCE OF REVENUE – CLIENT CO PAYMENTS)

APPROVED BY: County Atty. [Signature] OMB/Purchasing UB Risk Management [Signature]

DOCUMENTATION: Included X Not Required To Follow

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc.

Contract: KC 1571

Amendment 001

Effective Date:

7/1/2015

Expiration Date:

6/30/2016

Contract Purpose/Description: Approval of Amendment 001 of Contract KC-1571 between the Alliance for Aging, Inc., and Monroe County BOCC/Monroe County Social Services for contract year 2015-2016 (7/1/15 – 6/30/16) in the amount of \$413,700.

Contract Manager:

Sheryl Graham
Sheryl Graham 2/10/2016
(Name)

(305)
292-4510
(Ext.)

Social Services/Stop 1
(Department/Stop #)

For BOCC meeting on 3/01/2016

Agenda Deadline: 2/18/2016

CONTRACT COSTS

Total Dollar Value of Contract: \$413,700.00

Current Year Portion: \$

125-6153815

Budgeted: Yes No

Account Codes:

- - - -
- - - -
- - - -
- - - -

County Match: \$10 % CASH MATCH

Additional Match: -0-

Total Match \$ 10% CASH MATCH

Estimated Ongoing Costs: \$ _____/yr

(Not included in dollar value above)

For:

(e.g. Maintenance, utilities, janitorial, salaries, etc)

ADDITIONAL COSTS

CONTRACT REVIEW

Department Head	Date In	Changes Needed	Reviewer	Date Out
	2/10/2016	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Sheryl Graham</i>	2/10/2016
Risk Management	2-12-16	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>M. Slus</i>	2-12-16
O.M.B./Purchasing	2/17/16	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Shelina Brockell</i>	2/17/16
County Attorney	2/11/16	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Kesha / Thomas</i>	2/12/16

Comments: _____

THIS AMENDMENT is entered into between the Alliance of Aging, Inc. hereinafter referred to as the "Alliance", and Monroe County Board of County Commissioners, Social Services/In-Home Services, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this amendment is to make the following changes to the existing CCE Contract for Chore and Chore (Enhanced) funding for fiscal year July 01, 2015 - June 30, 2016.

① To change Funding Source on page two (2), section 4.2 to read:

PROGRAM TITLE	YEAR	FUNDING SOURCE	CSFA#	AMOUNT
Community Care for the Elderly	2015 - 2016	General Revenue	65010	\$413,700.00
TOTAL CONTRACT AWARD				\$413,700.00

② To correct the service unit rate and the maximum units of service to read:

	Rate	Service Units
→ Chore	\$29.41	127
→ Chore (Enhanced)	\$32.19	97

This amendment does not change the total CCE contract funding of \$413,700.00

The Alliance shall make payment to the provider for the provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
Case Aid	\$21.98	299	0	299	\$6,562.00
Case Management	\$50.48	787	0	787	\$39,728.00
Chore	\$29.41	127	0	127	\$3,732.00
Chore (Enhanced)	\$32.19	97	0	97	\$3,123.00
Companionship	\$15.33	1,142	0	1,142	\$17,504.00
Homemaker	\$22.06	6,325	0	6,325	\$139,521.00
Home Improvement	Cost Reimb.	N/A			\$746.00
Personal Care	\$28.67	5,395	0	5,395	\$154,672.00
Respite (In-Facility)	\$10.00	2,445	0	2,445	\$24,451.00
Respite (In-Home)	\$23.08	970	0	970	\$22,394.00
Specialized Medical Equipment	Cost Reimb.	N/A			\$1,267.00
TOTAL CONTRACT AWARD					\$413,700.00

AMENDMENT 001

CONTRACT KC - 1571

All provisions in the contract and any attachments thereto in conflict with this amendment shall be are hereby changed to conform with this amendment.
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

ALLIANCE FOR AGING, INC.

Monroe County Board of County Commissioners, Social Services/In-Home Services

SIGNED BY: [Signature]

SIGNED BY: [Signature]

NAME: Sheryl Graham

NAME: Max B. Rothman, JD, LL.M.

TITLE: Acting County Administrator

TITLE: President & CEO

DATE: 2/4/2016

DATE: 02/05/2016

SIGNED BY: _____

NAME: Heather Carruthers

TITLE: Mayor

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/12/16

Fully
Executed



ORIGINAL

**COMMUNITY CARE FOR THE ELDERLY LEAD AGENCY CONTRACT
2015-2016 Fiscal Year**

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the "Alliance" and **Monroe County Board of Commissioners, Social Services/In-Home Services**, hereinafter referred to as the "provider," and collectively referred to as the "parties."

Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, A, B, C, D, E, F, G, H AND J are incorporated herein and made a part of this Contract.

WHEREAS, the Alliance has been designated as the Area Agency on Aging for Planning and Service Area 11 encompassing Miami-Dade and Monroe Counties; and

WHEREAS, the Florida Department of Elder Affairs (the "Department") has entered into a Contract with the Alliance to fund community care service systems in Miami-Dade and Monroe Counties; and

WHEREAS, in accordance with Section 430.203, Florida Statutes, the Alliance has designated the provider as a Lead agency for the Community Care for the Elderly (CCE) program;

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth in this Contract, 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 and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals 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.

Incorporation of Reference Memoranda:

In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, June 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006



3. Term of Contract

Effective Date:

This contract shall begin on **July 1, 2015** or on the date the contract has been signed by both parties, whichever is later.

Delivery of services shall end at midnight, local time in Miami, FL **on June 30, 2016**. The Alliance will not reimburse the provider for services provided after this date. However, the parties recognize that they will need to perform continued activities relating to reporting, invoicing and payment in July of 2016 to facilitate payment for services rendered by the provider under this contract through and including the contract expiration date of July 15, 2016.

4.0 Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$413,700.00**, comprised of \$384,300 base, plus \$6,300 recurring funds for one additional client, plus \$23,100 that 'follows the client' for 4 additional clients, the rate schedule, 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.

4.1 Obligation to Pay

The Alliance’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and funding received by the Alliance under its contract with the Department.

4.2 Source of Funds

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the provider pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Community Care for the Elderly	2015-2016	General Revenue/Tobacco Settlement Trust Funds	65010	\$ 413,700.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$ 413,700.00

5. Renewals

The contract may be renewed on a yearly basis for no more than two additional years. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Alliance and the availability of funds. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract. 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.

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

6. Compliance with Federal Law

6.1 If this contract contains federal funds the following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.

6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

6.1.6 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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

- 6.2 The Provider shall not employ an unauthorized alien. The Alliance 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 Alliance.
- 6.3 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4 The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 6.5 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract or agreement term. The Provider shall include in related subcontracts a requirement that sub-providers 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 sub-provider during any contract or agreement term. Providers meeting the terms and conditions of the E-verify System is deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT F** prior to the execution of this Master Contract.

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 the Florida law, including Florida provisions for conflict of laws.
- 7.2 The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.
- 7.3 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4 The provider may not subcontract with any individuals or entities on the discriminatory vendor list because they may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6 In accordance with s. 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract or agreement with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this Contract and any contract or agreement incorporating this Contract by reference if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If any contract or agreement incorporating this Contract contains \$1 million or more, the Provider shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Contract.

8. **Background Screening**

The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.

8.2 Background Screening Affidavit of Compliance - To demonstrate compliance with section 6 of this Master Contract, the Provider shall submit ATTACHMENT G, Background Screening Affidavit of Compliance annually, by January 15th.

8.3 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

9. **Grievance and Complaint Procedures**

9.1 Grievance Procedure

The Provider shall comply with and ensure sub-provider compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures:

The Provider shall develop and implement complaint procedures and ensure that sub-providers develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint on a complaint log.

10. **Public Records and Retention:**

10.1 The Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department of Elder Affairs in order to perform the services.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the Alliance all public records in possession of the Provider upon termination or expiration this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must 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 provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under this contract. Provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Provider shall retain 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 Alliance.
- 11.3** Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.1. ~~10.1~~ 9/15/15
- 11.4** The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, the Department and federal auditors, pursuant to 45 CFR 92.36(i) (10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- 11.8** The Provider shall maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this contract.
- 11.9** The Provider shall submit management, program, and client identifiable data, as specified by the Department of Elder Affairs and / or the Alliance. The provider must record and submit program specific data in accordance with the Department's Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
- 11.10** If, under any contract or agreement incorporating this Contract by reference, the Provider is providing services and is acting on behalf of the Department of Elder Affairs or the Alliance for Aging, Inc. as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Department of Elder Affairs or the Alliance for Aging, Inc. would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the Department of Elder Affairs or the Alliance for Aging, Inc. all public records in possession of the Provider upon termination or expiration of any contract or agreement incorporating this Contract by reference and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department of Elder Affairs or the Alliance for Aging, Inc. in a format that is compatible with the information technology systems of the Department.

11.11

The Alliance for Aging, Inc. may unilaterally cancel this Contract, and any contract or agreement incorporating this Contract by reference, notwithstanding any other provisions of this Contract, for refusal by the Provider 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 Provider in conjunction with the contract or agreement incorporating this Contract by reference, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

8/9/15/15

12. Nondiscrimination-Civil Rights Compliance

12.1 The Provider shall execute assurances in **ATTACHMENT VI** 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 Provider further assures that all Providers, sub-providers, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

12.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).

12.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all sub-providers, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Provision of Services

The Provider shall provide services in the manner described in in **ATTACHMENT I** of this agreement and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevail

14. Monitoring by the Alliance for Aging

The Alliance will perform administrative and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

14.1 The provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services as specified in this contract. Following the norms set down by the Department, the Alliance will track performance on a monthly basis, through desk reviews of available fiscal, CIRTS, and research production reports and any other system or process designated by the Alliance. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subcontract monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.

14.2 The provider shall permit persons duly authorized by the Department or the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees, and sub-provider employees of the provider to be assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the provider a written report of its findings. The Provider hereby agrees to correct all deficiencies identified in a timely manner as determined by the Contract Manager.

15. Coordinated Monitoring with Other Agencies

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

16. Indemnification

The provider shall indemnify, defend, and hold harmless the Department and the Alliance and their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense whatever nature or character arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or sub-providers during the performance of this contract, whether direct or indirect, and whether to any person or property. It is understood and agreed that the provider is not required to indemnify the Alliance for claims arising out of the sole negligence of the Alliance.

The provider's obligation to indemnify, defend, and pay for the defense or, at the Department's and / or the Alliance's option, to participate and associate with the Department and / or the Alliance in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's and / or Alliance's notice of claim for indemnification to the provider. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify the Department and or the Alliance, upon notice by the Department and / or the Alliance. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Alliance solely negligent shall excuse performance of this provision by the provider. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department and / or the Alliance. The Alliance's failure to notify the provider of a claim shall not release the provider of the above duty to defend and indemnify.

16.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph ^{16 29 9/15/15} 15 is not applicable to contracts executed between the Alliance and state agencies or subdivisions defined in s. 768.28(2), F.S.

17. Insurance and Bonding

17.1 The provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, on a comprehensive basis, and must hold such liability and worker's compensation insurances at all times during the effective period of this contract and any renewal(s) or extension(s) of this contract. **The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur.** The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon execution of this contract, the provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. The provider shall ensure that the Alliance 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 and the Alliance reserve the right to require additional insurance where appropriate.

17.2 Throughout the term of this contract, the provider must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider, authorized to handle funds received or disbursed under this contract, in an amount commensurate with the funds handled, the

degree of risk as determined by the insurance company and consistent with good business practices.

17.3 If the provider is a state agency or subdivision as defined by section 768.28, F.S., the provider shall furnish, upon request, written verification of liability protection in accordance with section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S. (See also Indemnification clause.)

18. **Confidentiality of Information**

The Provider 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.

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

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

20. **Incident Reporting**

20.1 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 or Subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporate this Master Contract by reference. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

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

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

The Provider shall notify the Alliance within ten (10) days of entering into a new contract or agreement with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number.

22. **Bankruptcy Notification**

During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, sub-providers or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (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 Any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by, the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (ref.: section 286.25, F. S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

23.2 The provider shall not use the words "State of Florida, Department of Elder Affairs" and/or "The Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

24. **Assignments**

24.1 The provider shall not assign its rights and responsibilities under this contract without the prior written approval of the Alliance. All contracts or agreements incorporating this Contract by reference shall remain binding upon

the successors in interest of either the Provider or the Alliance for Aging, Inc.

24.2 No approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the dollar amount agreed upon in this contract.

24.3 The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

25. **Subcontracts:**

25.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its sub-providers. Any subcontracts shall be evidenced by a written agreement subject to all applicable terms and conditions of this contract. Alliance approval of the service application presented by the provider shall constitute Alliance approval of the provider's proposed subcontracts if the subcontracts follow the service and funding information identified in the provider's service application. All other subcontracts proposed to be funded under this contract must be approved in advance by the alliance. The provider agrees that the alliance shall not be liable to any sub-provider in any way or for any reason. The provider, at its expense, will indemnify and defend the Alliance against any sub-provider claims.

25.2 The provider shall promptly pay any sub-providers. Failure to pay sub-providers pursuant to any subcontract or as required by law may result in enforcement action under this contract.

25.3 The provider maintains responsibility for the monitoring and performance of all subcontracts in accordance with all applicable federal and state laws. Subcontractor monitoring must be done annually.

25.4 The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in Title 45 Code of Federal Regulations (CFR) part 74 - Sub-Part C, Ch.287.057 Florida Statutes (F.S.), U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, and with the Department of Elder Affairs Program and Services Handbook 2012.

25.5 **Service Cost Reports and Unit Cost Methodology Reports:**

The Provider shall submit annually to the Alliance Service Cost Reports, which reflect actual costs of providing each service by program. This report is due to the Alliance 30 days after the contract year ends. The Provider shall also submit, annually, Unit Cost Methodology Reports, reflecting the annual Budgeted cost details for each program. This report is due to the Alliance 30 days prior to the start of the new contract. These two reports provide information for planning and negotiating unit rates, as well as source documents used in the Alliance's annual monitoring of the Provider.

26. **Funding Obligations:**

26.1 The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating this Contract by reference.

26.2 The Alliance shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.

26.3 The Alliance shall not be liable to the provider for any expenditures which are not allowable costs as defined by applicable federal or state law, or which expenditures have not been made in accordance with the terms of this contract or fiscal or programmatic guidelines and requirements outlined by the current Department of Elder Affairs Programs and Services Handbook.

26.4 The Alliance shall not be liable to the provider for expenditures made in violation of regulations, the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. **Independent Capacity of Provider**

- 27.1 The provider will be acting in its independent capacity and not as an employee, agent or representative of the Alliance or the Department. The provider shall not be deemed or construed to be an employee, agent or representative of the Alliance or the Department for any purpose whatsoever. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.
- 27.2 The provider shall be responsible for completely supervising and directing the work under this contract whether performed by the provider or by any sub-provider that it may utilize. The provider shall be responsible for all sub-providers who perform work under this contract. The provider agrees that it is as fully responsible for the acts and omissions of its sub-providers and of persons employed by them as it is for the acts and omissions of its own employees.
- 27.3 It is further understood that the Alliance does not control the employment practices of the provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the provider or its sub-providers. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider shall be the sole responsibility of the provider.

28. Payment

28.1 Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's finance section for budgetary approval and processing.

28.2 Payment Documentation Required

The provider shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: (a) paragraph (16) (b) of section 216.181, F. S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services http://www.dbf.state.fl.us/aadir/reference_guide/.

The provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, including paid sub-provider invoices, and will be produced upon request by the Alliance. The provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's approved service application.

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Contract by reference, including paid Sub-provider invoices, and will be produced upon request by the Alliance or the Department. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 6 and 7 of this Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

28.3 The Provider and Sub-providers shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Contract Manager prior to payment.

29. Return of Funds

The Provider shall return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Contract by reference that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment

immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance's notification or Provider discovery.

30. Data Integrity and Safeguarding Information.

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

31. Computer Use and Social Media Policy

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

32. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and sub-providers from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or sub-provider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or sub-provider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts. The Provider's board members and management must disclose to the Alliance 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 Provider's employees and sub-providers must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

33. Public Entity Crime

Pursuant to s. 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 provider, supplier, sub-provider, 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The provider represents and warrants that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this

agreement. The provider must ensure that it does not enter into with any sub-provider on the convicted vendors list or otherwise prohibited from contracting for state funds pursuant to section 287.133, F.S.

34. Purchasing

Procurement of Products or Materials with Recycled Content.

Reusable materials and products shall be used where economically technically feasible.

35. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to the Alliance 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.

36. Emergency Preparedness and Continuity of Operations

36.1 The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

36.2 In the event a situation results in a cessation of services by a sub-provider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department may exercise authority over an area agency or service provider agency to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and provider.

36.4 In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department may exercise authority over an area agency or service provider agency to implement emergency relief measures and/or activities.

37. Equipment

37.1 Use of Contract Funds to Purchase Equipment

No funds under this contract will be used by the Provider to purchase equipment.

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

38. PUR 1000 Form:

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

http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the 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.

39. Use of State Funds to Purchase or Improve Real Property

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

40. Dispute Resolution

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

41. Financial Consequences of Non-Performance

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

41.1 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.

42. No Waiver of Sovereign Immunity

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

43. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

44. 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 Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

45. 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.

46. 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.

47. Condition Precedent to Contract: Appropriations

The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and a corresponding allocation under contract from the Department to the Alliance.

48. Addition/Deletion

The Parties agree that the Alliance 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.

49. Waiver

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

50. Compliance

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

51. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in Paragraphs 3.4, 3.4.1 and 3.4.2 (date for final request for payment) of **ATTACHMENT I**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

52. Renegotiations or 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 Alliance's operating budget.

53. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract when in the Department of Elder Affairs determine that it is in the best interests of State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance 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 Provider to any additional compensation.

54. Termination

54.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

54.2 In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

54.3 Termination for Cause:

This contract may be terminated for cause upon no less than twenty four (24) hours' notice in writing to the Provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's or the Provider's rights to remedies at law or in equity.

54.4 Failure to have performed any contractual obligations with the Alliance in a manner satisfactory to the Alliance will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with the Alliance, been notified by the Alliance of the unsatisfactory performance, placed by the Alliance under a corrective action plan and failed to correct the unsatisfactory performance to the satisfaction of the Alliance as outlined in the corrective action plan; or (2) had a contract terminated by the Alliance for cause.

54.5 Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's right to remedies at law or to damages of a legal or equitable nature.

55. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the provider.

56. Electronic Records and Signature

The AAA authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, Ch. 119, and Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

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

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

57. Special Provisions

The Provider agrees to the following provisions:

57.1 Investigation of Criminal Allegations:

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

57.2 Volunteers:

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

57.3 Enforcement:

57.3.1 In accordance with Section 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against the Provider, rescind the Providers designation as an area Agency on aging, if the Alliance finds that:

57.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

57.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

57.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

57.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

57.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating this Contract by reference.

- 57.3.7** In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 57.3.8** The provider consistently misses performance measure targets, or does not demonstrate to the satisfaction of the Alliance that a program budget surplus/deficit problem is being addressed in order to avoid closing out the contract year with a budget variance of more than two percent.
- 57.3.9** In making any determination under this provision the Alliance may rely upon the findings of Another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.
- 57.4 Use of Service Dollars:**
The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with appropriate care plans with the services allowed by this contract. The Provider will spend all federal, state, and other funds provided by this contract to provide such services.
- 57.5 Surplus/Deficit Report:**
The Provider will submit a consolidated surplus/deficit report by program in a format provided by the Alliance to the Alliance's Contract Manager with the monthly request for payments according to the calendar on Attachment VIII.
- 57.6 Surplus Recapture.**
In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the AAA in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.
- 58. Official Payee and Representatives** (Names, Addresses, and Telephone Numbers):

The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M.
President and CEO
760 NW 107th Ave, Suite 214
Miami, Florida 33172
(305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Monroe County Board of Commissioners 1100 Simonton Street, 2 nd floor Key West, FL 33040
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Sheryl Graham, Senior Director Monroe County Board of Commissioners 1100 Simonton Street, 2 nd floor Key West, FL 33040

c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Sheryl Graham, Senior Director Monroe County Board of Commissioners 1100 Simonton Street, 2 nd floor Key West, FL 33040 (305) 292-4510
d.	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Laurie Semo, CFO 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

51. All Terms and Conditions Included

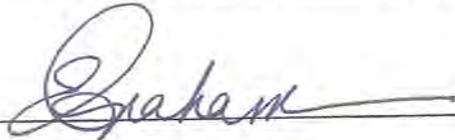
This contract and its Attachments, I through X, A, B, C, D, E, F, G, H, K and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

IN WITNESS THEREOF, the Parties hereto have caused this 68 page contract, to be executed by their undersigned officials as duly authorized.

Provider : Monroe County Board of Commissioners,
Social Services/In-Home Services

ALLIANCE FOR AGING, INC.

SIGNED BY: 

SIGNED BY: 

NAME: SHERYL GRAHAM

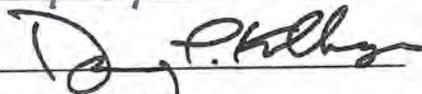
NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: ACTING COUNTY ADMINISTRATOR

TITLE: PRESIDENT AND CEO

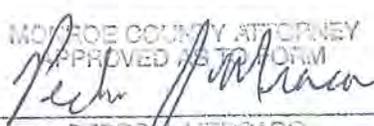
DATE: 09/15/15

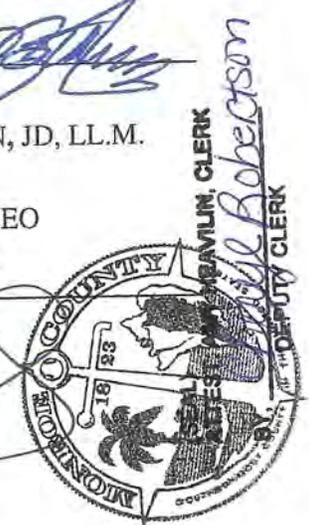
DATE: SEP 18 2015

SIGNED BY: 

NAME: DANNY KOLHAGE
TITLE: MAYOR

DATE: 10/21/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
10/21/15



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ATTACHMENT I

COMMUNITY CARE FOR THE ELDERLY PROGRAM

SECTION I. SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

Activities of Daily Living (ADL)
Adult Protective Services (APS)
Adult Protective Services Referral Tracking Tool (ARTT)
Assessed Priority Consumer List (APCL)
Comprehensive Assessment and Review for Long-Term Care Services (CARES)
Community Care for the Disabled Adult (CCDA)
Community Care for the Elderly (CCE)
Client Information and Registration Tracking System (CIRTS)
Department of Children and Families (DCF)
Department of Elder Affairs (DOEA)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADL)
Planning and Service Area (PSA)

1.1.2 PROGRAM SPECIFIC TERMS

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

Aging Out: The condition of reaching 60 years of age and being transitioned from the Department of Children and Families (DCF) Services, Community Care for Disabled Adults (CCDA) or Home Care for Disabled Adults (HCDA) services to the Department's community-based services.

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

Area Plan Update: A revision to the area plan wherein the area agency on aging enters CCE specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the Department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

1.2 GENERAL DESCRIPTION

1.2.1 General Statement

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

1.2.2 Community Care for the Elderly Mission Statement

The CCE Program assists functionally impaired elderly persons in living as independently as possible in their own homes or in the homes of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization and coordination of multiple community-based services to assist elders to reside in the least restrictive environment suitable to their needs.

1.2.3 Authority

The relevant authority governing CCE program are:

- (1) Rule 58C-1, Florida Administrative Code
- (2) Sections 430.201 through 430.207, F.S.

1.2.4 Scope of Service and Eligible Individuals

The services to be provided are those described in the provider's service provider application submitted in

response to the 2011 CCE RFP and as described in this contract. The Community Care for the Elderly (CCE) Program The major goals of the program are to preserve the independence of elders and prevent or delay more costly institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency and provide a continuum of service alternatives that meet the diverse needs of functionally impaired elders.

1.2.5 The provider's service provider application submitted in response to the 2011 CCE RFP, as well as the RFP itself is incorporated by reference in this contract between the Alliance and the provider and made a part of this contract.

1.3 INDIVIDUALS TO BE SERVED

1.3.1 General Eligibility

The CCE program provides a continuum of services for functional impaired elders.

1.3.2 Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be at least 60 years of age;
- (2) Be functionally impaired as determined through the initial comprehensive assessment; and
- (3) Not be dually enrolled in the CCE program and a Medicaid capitated long-term care program.

1.3.2.1 Targeted Groups

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

SECTION II. MANNER OF SERVICE PROVISION

2.0 Conditions

2.1 All services under this contract will be provided in a manner consistent with the conditions set forth in the **2013 Florida Department of Elder Affairs Programs and Services Handbook or any subsequent revisions made to the Handbook and the provider's service provider application** submitted in response to the 2011 CCE Lead Agency RFP (SPA). In case of conflict between the SPA and the Handbook, the Handbook prevails.

2.1.1 Client access to services, assessment and eligibility determination must conform to the protocols listed in ATTACHMENT C.

2.1.2 The provider will offer services based on clients' service plans.

2.2 Service Tasks

2.2.1 Referrals for Medicaid Waiver Services:

(1) The provider must assess and identify potential Medicaid eligible CCE clients refer these individuals for application for Medicaid Waiver services.

(2) The provider must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.

(3) The provider must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

2.2.2 Delivery of Service to Eligible Clients

The provider shall provide a continuum of services that meets the diverse needs of functionally impaired elders. The provider shall perform and report performance of the following services in accordance with the current

DOEA Programs and Services Handbook. The services include the following categories:

- (1) Core Services;
- (2) Health Maintenance Services; and
- (3) Other Support Services.

2.2.2.1 Core Services for Programmatic Operation

The Provider shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services that the Provider will provide must be described on the Service Provider Application and are referenced on Attachment VII of this contract. Core services may include the following:

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

2.2.2.2 Health Maintenance Services

The Contractor shall ensure that health maintenance services are routine health services that are necessary to help maintain the health of functionally impaired elders. The services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Typical services to be provided at the unit rate identified in the Area Plan as updated, are the following:

- (1) Adult Day Health Care;
- (2) Emergency Alert Response;
- (3) Gerontological Counseling;
- (4) Health Support;
- (5) Home Health Aide;
- (6) Medication Management;
- (7) Mental Health Counseling/Screening;
- (8) Nutrition Counseling;
- (9) Occupational Therapy;
- (10) Personal Care;
- (11) Physical Therapy;

- (12) Skilled Nursing Services;
- (13) Specialized Medical Equipment, Services and Supplies; and
- (14) Speech Therapy.

2.2.2.3 Other Support Services

The Provider shall ensure that support services expand the continuum of care options to assist functionally impaired elders and their caregivers. Support services are to be provided at the unit rate identified in the Area Plan as updated. In order to ensure optimal client levels, the targeted yearly average caseload, (defined as initial contractual caseload plus all additional referrals as a result of 'money follows the client') must be maintained throughout the contract year. Other Support Services include the following:

- (1) Caregiver Training/Support;
- (2) Case Aide;
- (3) Case Management;
- (4) Intake;
- (5) Material Aid; and
- (6) Other.

2.2.3 Aging Out Consumers:

2.2.3.1 All "Aging Out" consumers will be referred by DCF to the ADRC for enrollment into the corresponding aged program managed by the Alliance.

2.2.3.2 Consumers active in the CCDA and HCDA programs that are turning 60 and are eligible for CCE and/or HCE will be opened in the corresponding aged program managed by the Alliance if funding is available. If funding is available, these consumers will be made active. If funding is not available, they will be waitlisted for these programs but will be given priority for activation once funding is available.

Consumers active in the Medicaid Waiver, upon turning age 60, will continue to be eligible for and receive Medicaid Waiver services.

2.3 SERVICE TIMES AND LOCATION

2.3.1 Service Times

The Provider shall ensure the provision of the services listed in this contract is available at times appropriate to meet client service needs at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.4 REPORTS

2.4.1 The Provider shall respond to additional routine and/or special requests for information and reports required by the Alliance in a timely manner as determined by the Contract Manager. The Provider shall establish due dates for any sub-providers that permits the Provider to meet the Alliance's reporting requirements.

2.4.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input CCE specific data into CIRTS to ensure CIRTS data accuracy following the Alliance CIRTS Data Integrity Policy.

2.4.3 The Alliance reserves the right to adjust the total award as well as the contracted unit rate to reflect provider costs and utilization rates based on active clients enrolled in the program.

2.4.4 The Alliance may withhold payment under the terms of this contract, pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.

2.4.5 The provider shall provide the Alliance with an expenditure plan by July 15 or two weeks after this contract has been signed; a monthly update is due on the 21st day of each following month. The expenditure plan and

updates must follow the format provided by the Alliance.

2.4.6 The provider shall respond to surplus/deficit inquiries and will provide ad-hoc reports as requested by the Alliance.

2.5 ELECTRONIC RECORDS AND DOCUMENTATION

The provider will ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS). Maintenance includes valid exports and backups of all data and systems according to Alliance and Department standards.

2.5.1 Timely Data Entry

The provider must enter all required CCE data per the Department's CIRTS Policy Guidelines for consumers and services in the CIRTS database. The data must be entered into CIRTS before the provider submits its request for payment and expenditure reports to the Alliance as per Attachment VIII.

2.5.2 Data Accuracy

The provider will run monthly CIRTS reports and verify client and service data in CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the provider's request for payment and expenditure reports can be approved by the Alliance.

2.5.3 Failure to Maintain CIRTS Database

Failure to ensure the collection and maintenance of the CIRTS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see 2.7), including delaying or withholding payment until the problem is corrected.

2.5.4 Computer System Backup and Recovery

Each provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The provider shall maintain written policies and procedures for computer backup and recovery. These policies and procedures shall be made available to the Alliance upon request.

2.6 PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes

- (1) The Provider shall timely submit to the Alliance all reports described in **ATTACHMENT I, SECTION 2.4 REPORTS;**
- (2) The Provider shall timely submit to the Alliance all information described in **ATTACHMENT I, SECTION 2.5 ELECTRONIC RECORDS AND DOCUMENTATION;**
- (3) The Provider shall ensure services in this contract are in accordance with the current DOEA Programs and Services Handbook.

2.6.2 The performance of the Provider in providing the services described in this contract shall be measured by the current Area Plan strategies for the following criteria:

- (1) Percent of APS referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (2) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (3) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (4) Percent of new service recipients whose ADL assessment score has been maintained or improved;

- (5) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (6) Percent of family and family-assisted caregivers who self-report they are likely to provide care;
- (7) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);

The Provider's performance will be documented in the Alliance's annual monitoring report.

2.7 Compliance and Enforcement

2.7.1 The provider shall comply with all the terms and conditions set-forth in this contract, the CCE RFP pursuant to which this contract was awarded, the Service Provider Application and the most recent edition of the Department of Elder Affairs Programs and Services Handbook. The provider is also responsible to respond to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Alliance. Monitoring Items/Issues may include Corrective Actions, Reportable Conditions or Quality Improvement Recommendations provided by the Alliance. The provider is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plan.

Failure to meet any of the contractual requirements or compliance items mentioned above will result in the imposition of sanctions and/ or other enforcement actions by the Alliance.

2.8 PROVIDER'S FINANCIAL OBLIGATIONS

2.8.1 Matching, Level of Effort, and Earmarking Requirement

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

2.8.2 Cost Sharing and Co-payments

The provider in conjunction with the Alliance shall establish an annual co-payment goal (amount to be collected from clients). Using the method prescribed in the current Department of Elder Affairs Program and Services Handbook, the provider shall project the annual co-payments to be collected from each active client in all income ranges prior to the start of each fiscal year. The provider is required to meet at least 90 percent of the goal. Co-payments collected in the CCE program can be used as part of the local match.

The Alliance For Aging Inc. will hold back 5% of the provider's contract amount. The amount held back shall be released to the provider after 50% of the adjusted annual goal is collected, but no later than February 15th of the fiscal year. Hold back amounts not earned by providers as of February 15th will be reallocated to other providers meeting or exceeding 50% of their annual goal, except when no provider agency is meeting or exceeding its annual goal, or when an agency that is meeting or exceeding such goal affirms that it lacks the capacity to receive additional funds.

2.9 ALLIANCE FOR AGING RESPONSIBILITIES

2.9.1 Program Guidance and Technical Assistance

The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.9.2 Contract Monitoring

The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an onsite visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;

- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III. METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this contract includes advances, cost reimbursement for administration costs, as well as fixed rate and cost reimbursement for services. Payment may be authorized for all allowable expenditures to complete the tasks identified in the deliverables, in accordance with all applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required. All Provider requests for payment and expenditure reports submitted to support requests for payment shall be on Department forms 106C and 105C, included as Attachments IX, X, and XI. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on department forms.

- 3.1.1 Provider invoices shall be submitted, no later than 60 days after the end of the month on which the expense was incurred, except that invoices cannot be submitted beyond the date for final invoicing, as stated in this contract. Invoices submitted late will not be honored. Exceptions to this rule are at the discretion of the Alliance, on a case by case basis; such exceptions must be requested prior to the expiration of the invoicing deadline. In making a determination of the exception the Alliance will consider whether the disruption to the billing cycle was beyond the control of the provider, the frequency with which such exceptions are requested by the provider, and whether the Alliance can request reimbursement at a late date from DOEA. Exceptions for invoicing late after the closeout date will not be made.

3.2 Advance Payments

Non-profit providers may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is **ATTACHMENT VIII** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by October. All advance payments are subject to the availability of funds.

- 3.3 Advance funds may be temporarily invested by the provider in an insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance within thirty (30) days of the end of the first quarter of the contract period.

3.4 Final Request for Payment:

- 3.4.1 The provider must submit the final request for payment to the Alliance no later than July 15, 2016; if the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

- 3.4.2 If the contract is terminated prior to the contract end date of June 30, 2016, then the provider must submit the final request for payment to the Alliance no more than 45 days after the contract is terminated, but no later than July 15, 2016. **If the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

3.5 Documentation for Payment

The Provider will maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as Department of Financial Services, upon request.

- 3.5.1 The Provider must require sub-providers to enter all required data per the Department's CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the sub-providers submit their request for payment and expenditure reports to the Provider. The Provider shall

establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Alliance.

3.5.2 The Provider must require sub-providers to run monthly CIRT reports and verify client and service data in the CIRT is accurate. This report must be submitted to the Provider with the monthly request for payment and expenditure report and must be reviewed by the Provider before the sub-provider's request for payment and expenditure reports can be approved by the Provider.

3.6 Remedies for Nonconforming Services

The Provider 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.

3.6.1 If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.6.2 Financial Consequences of Surplus

Provider shall ensure the provision of services to the projected number of clients in accordance with Alliance's forecasts and within the contract amount. The Provider shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in this contract. In the event the Provider has a surplus of 1% or more at the end of the contract term, the Alliance will reallocate 1% of the budget for the next year contract term to other lead agencies found to be serving clients to the fullest extent of their allocated budgets.

3.6.3 Consequences for Non-Compliance

The Provider shall ensure that services and reports are performed pursuant to contract requirements. If at any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform these services and reports, the Provider will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Contract Manager. The Alliance may assess a financial consequence for non-compliance on the Provider for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP. In the event the Provider fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance may deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Cost's component of the unit rate for each day the deficiency is not corrected. The Alliance may also deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Cost's component of the unit rate for each day the Provider fails to timely submit a CAP, beginning the 11th day after notification by the Contract Manager of the deficiency. If, or to the extent, there is any conflict between this paragraph and any other paragraph in this contract, this paragraph shall have precedence.

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sheryl Graham
Signature

09/15/15
Date

SHERYL GRAHAM
Name of Authorized Individual

KC1571
Application or Agreement Number

MONROE COUNTY BOCC/SOCIAL SERVICES
Name and Address of Organization

DOEA Form 103
(Revised Nov 2002)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Rebecca J. Mercurio
FETTER
ASSISTANT ATTORNEY
10/2/15
Date

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance for Aging, Inc. to the provider may be subject to audits and/or monitoring by the Alliance or the Florida Department of Elder Affairs, as described in this section.

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$750,000 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through the Department of Elder Affairs and the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of federal awards, including federal resources received from the Alliance or the Department of Elder Affairs. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the provider expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section 310(b) (2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. 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 provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance for Aging, Inc. by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance for Aging, Inc., other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

If the provider expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years beginning on or after January 1, 2015), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance and the Department of Elder Affairs retain all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Alliance for Aging, Inc. at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-3155

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

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

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

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-31550**

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

The Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Ave. Suite 214
Miami, FL. 33172-3155**

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Alliance for Aging, Inc. or its designee, the CFO or Auditor General Access to such records upon request. The provider shall ensure that audit working papers are made available to the Alliance for Aging, Inc., or its designee, the Department or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Alliance for Aging, Inc.

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly Program	General Revenue	65010	\$413,700.00
TOTAL AWARD			\$413,700.00

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

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or 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 is met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

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

NOTE: If a provider is determined to be a recipient /sub-recipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

- Section 215.97, Fla. Stat.
- Chapter 691-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

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

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

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

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

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

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

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

MONROE COUNTY BOCC/SOCIAL SERVICES 1100 SIMONTON ST SUITE 2-257, KEY WEST, FL. 33040
Name and Address of Provider

Graham
Signature

09/15/15
Date

ACTING COUNTY ADMINISTRATOR
Title

SHERYL GRAHAM
Name of Authorized Signer

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Rebecca American
ASSISTANT COUNTY ATTORNEY
Date 10/2/15

(Revised June 2008)

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

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

Graham
 Signature

 ACTING COUNTY ADMINISTRATOR

9/15/2015
 Date

Monroe County Board of Commissioners, Social Services/In-Home Services

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

Agency/Organization

 MONROE COUNTY ATTORNEY
 APPROVED AS FORM
Pedro J. Medina
 PEDRO J. MEDINA
 ASSISTANT COUNTY ATTORNEY
 Date 10/2/15

Instructions for Certification

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

(Revised June 2008)

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

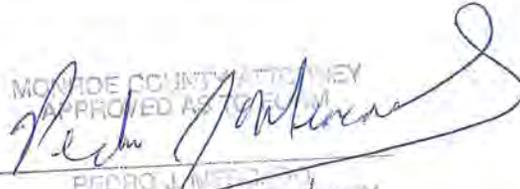
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE SHERYL GRAHAM ACTING COUNTY ADMINISTRATOR
APPLICANT ORGANIZATION Monroe County Board of Commissioners, Social Services/In-Home Services	DATE SUBMITTED 09/15/15

MONROE COUNTY ATTORNEY
 APPROVED AS FOLLOWS

 PEDRO JIMENEZ
 ASSISTANT COUNTY ATTORNEY
 Date: 10/2/15

COMMUNITY CARE FOR THE ELDERLY PROGRAM

BUDGET SUMMARY

The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Case Aide	21.98	299	6,562.00
Case Management	50.48	787	39,728.00
Chore	N/A	Cost Reimbursement	3,732.00
Chore (Enhanced)	N/A	Cost Reimbursement	3,123.00
Companionship	15.33	1,142	17,504.00
Homemaker	22.06	6,325	139,521.00
Home Improvement	N/A	Cost Reimbursement	746.00
Personal Care	28.67	5,395	154,672.00
Respite (In Facility)	10.00	2,445	24,451.00
Respite (In Home)	23.08	970	22,394.00
Specialized Medical Equipment	N/A	Cost Reimbursement	1,267.00
TOTAL			\$413,700.00

**COMMUNITY CARE FOR THE ELDERLY
INVOICE REPORT SCHEDULE**

Report Number	Based On	Submit to Alliance on this Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report + 1/12 advance reconciliation	August 15
4	August Expenditure Report + 1/12 advance reconciliation	September 15
5	September Expenditure Report + 1/12 advance reconciliation	October 15
6	October Expenditure Report + 1/12 advance reconciliation	November 15
7	November Expenditure Report + 1/12 advance reconciliation	December 15
8	December Expenditure Report + 1/12 advance reconciliation	January 15
9	January Expenditure Report + 1/12 advance reconciliation	February 15
10	February Expenditure Report + 1/12 advance reconciliation	March 15
11	March Expenditure Report + 1/12 advance reconciliation	April 15
12	April Expenditure Report + 1/12 advance reconciliation	May 15
13	May Expenditure Report + 1/12 advance reconciliation	June 15
14	June Expenditure Report+ 1/12 advance reconciliation	July 15
15	Final Expenditure and closeout	July 15

Legend: * Advance based on projected cash need.

**REQUEST FOR PAYMENT
HOME CARE FOR THE ELDERLY**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT : Regular _____ Advance _____	This Request Period: From: _____ To: _____ Contract Period _____ Contract # _____ Report # _____ PSA # _____		
CERTIFICATION: I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.				
Prepared by: _____ Date: _____ Approved by: _____ Date: _____				
PART A: BUDGET SUMMARY	CCE Admin.	CCE Services		TOTAL
1. Approved Contract Amount	\$ _____	\$ _____	\$ _____	\$ _____
2. Previous Funds Received for Contract Period	\$ _____	\$ _____	\$ _____	\$ _____
3. Contract Balance	\$ _____	\$ _____	\$ _____	\$ _____
4. Previous Funds Requested and Not Received for Contract Period	\$ _____	\$ _____	\$ _____	\$ _____
5. CONTRACT BALANCE	\$ _____	\$ _____	\$ _____	\$ _____
PART B: CONTRACT FUNDS REQUEST				
1. Anticipated Cash Need (1st - 2nd months)	\$ _____	\$ _____	\$ _____	\$ _____
2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)	\$ _____	\$ _____	\$ _____	\$ _____
3. TOTAL	\$ _____	\$ _____	\$ _____	\$ _____
PART C: NET FUNDS REQUESTED				
1. Less Advance Applied	\$ _____	\$ _____	\$ _____	\$ _____
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	\$ _____	\$ _____	\$ _____	\$ _____

**RECEIPT AND EXPENDITURE REPORT
HOME CARE FOR THE ELDERLY**

PROVIDER NAME, ADDRESS, PHONE # and FEID#	Program Funding : CCE Admin. _____ CCE Services _____	THIS REPORT PERIOD: From _____ To _____ CONTRACT PERIOD: CONTRACT # _____ REPORT # _____ PSA# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME / RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS				
5. Local In-Kind Match				
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Service Subcontractor(s)	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Adult Protective Services	\$0.00	\$0.00	\$0.00	#DIV/0!
4. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!
PART C : OTHER REVENUE AND EXPENDITURES	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)	\$ _____	\$ _____		

Cost Reimbursement Summary

Contract # _____

Report (invoice) Number: _____

Budget Category	Description	Number of Units	Service Date	Amount
Administration				
	TOTAL ADMINISTRATION			\$0.00
Expenses				
	TOTAL EXPENSES			\$0.00

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

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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:
 The entire Florida Keys (Monroe County, approximately 120 miles long) are considered rural with some urban characteristics. Services to be provided by MCIHS with this grant are: case management, in home and facility respite, chore, companionship, personal care, homemaking, enhanced chore and SME.

2. POPULATION OF AREA SERVED. Source of data: US CENSUS 2010

Total #	% White	% Black	% Hispanic	% Other	% Female		
73,165	72.3%	5.7%	19.6%	2.00%	46.6%		

3. STAFF CURRENTLY EMPLOYED. Effective date: 7/1/2015

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
42	62%	17%	12%	8%	72%	0%	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date: 7/1/2015

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
68	87%	13%	12%	88%	58%	100%	100%

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100%	0%	0%	0%	40%	0%	

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

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

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

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A YES NO

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

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

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

OUR AGENCY IS NOT IN PATIENT FACILITY

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A YES NO
-
13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER 0
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If N/A or NO, explain. N/A YES NO

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

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO

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

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

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

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 and sex. 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 and disability. 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 and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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, 45 CFR 80.3 (b) (6).
9. 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 (b) (2).
10. 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).
11. 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).
12. 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).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. 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, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled 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, 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.
16. 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. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.); 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/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 60 and Title VI of the Civil Rights Act of 1964, as amended.

REFERRAL PROTOCOL DADE

- Issue:** Screening, Triage, and Referral for Activation under the Community Care for the Elderly/Home Care for the Elderly.
- Policy:** Referrals will be based on availability of funds, in accordance with prioritization requirements.
- Purpose:** To ensure funding is spent expeditiously and consumers are referred into programs for appropriate services.

Procedure for Monroe County:

I. Roles and Responsibilities

A. Alliance for Aging / Aging and Disability Resource Center

- Reconciles overall program and Lead Agency specific spending levels on a monthly basis to ensure the Lead Agency is operating within the funding allocation.
- Reviews the number of cases released for activation based on projected funding available.
- Screens consumers to link with appropriate resources and prioritize for DOEA-funded programs and services.
- Recommends potential cases for activation based upon projected funding available by Lead Agency.
- Selects consumers from the waiting list based on their prioritization score.
- Refers consumers from the waiting list to the Lead Agency in Monroe County for activation, based on availability of funds.
- Monitors compliance with service standards and outcome measures.
- Reviews care plans and files per the File Review Policies and Procedures.
- Reviews data in CIRTS.

B. Case Management Agency

- Requests and accepts referrals from the Aging and Disability Resource Center, to serve an optimal caseload and to avoid surpluses or deficits in accordance with the AAA CCE/HCE Surplus/Deficit Analysis policy.
- Refers inquiries from consumers interested in services to the ADRC for Information and Referral to community resources, Screening, Triage, and Long-Term Care Options Counseling, as appropriate.
- The functions of Screening and Intake are outsourced to the Lead Agency. Screening and Intake may also be completed by the ADRC.
- Completes comprehensive assessments on new consumers and annual reassessment on existing consumers and develops care plans and reviews care plans semi-annually.
- Authorizes service delivery and enters data into CIRTS.
- Screens consumers for SMMCLTC eligibility.
- Bills in CIRTS as appropriate.
- Monitors care plans in an effort to keep costs down while sustaining the individuals in the community.

II. Management of the Assessed Prioritized Consumer List (APCL).

- A. Referrals to the ADRC are routed to the Information and Referral Specialists or Intake Unit staff

depending on the type of referral. Clients are provided information on community resources and programs available including private pay options. Persons are directed to those resources most capable of meeting the need they have expressed to ADRC staff. Cases presenting strong identifiers that indicate the consumer might benefit from publicly funded long term care services are screened, entered into CIRTS, triaged and provided options counseling. In Monroe County, the functions of Screening and Intake are outsourced to the Lead Agency. Screening and Intake may also be completed by the ADRC. DOEA prioritization requirements will be adhered to by both entities, as follows:

1. APS High Risk Referrals (See Section B)
2. Imminent Risk cases will be prioritized for activation after APS High Risk Referrals have been served. If budgetary constraints prevent opening new cases, clients will be placed on the APCL. ADRC staff will contact the client on a monthly basis to determine if there has been a change in the client's situation.
3. All other CARES referrals will be screened and prioritized in accordance with DOEA requirements.
4. Aging Out consumers will be referred by DCF for prioritization and/or activation in the corresponding aged program managed by the Alliance, as appropriate (See section IV).
5. Consumers applying for the Community Care for the Elderly (CCE) and/or Home Care for the Elderly (HCE) programs will be contacted and screened using the statewide assessment form developed by the Department of Elder Affairs for this purpose (Form 701S). If a consumer is being served through a DOEA-funded agency which enters their annual assessment into CIRTS, the Priority Score generated by that assessment will determine their ranking on the APCL.
6. Consumers referred for inclusion under the Statewide Medicaid Managed Care Long Term Care Program APCL will be contacted and screened by an ADRC staff person following the same procedure as the one described under Section 5. Individuals who appear as potentially eligible for other types of public assistance will be referred to the Economic Self-Sufficiency Unit at the Department of Children and Families.
7. All other referrals will be waitlisted and prioritized, during which time other community resources will be researched, including private pay/fee for services providers. Consumers on the waiting lists will be reassessed according to the 2015 Department of Elder Affairs Programs and Services Handbook, or any revisions made thereafter.

B. HIPAA forms will be sent to the consumer as appropriate.

III. Opening New Cases

A. CCE/HCE Clients

1. The Fiscal Department will monitor Lead Agency specific spending levels on a monthly basis to ensure each Lead Agency is operating within its spending authority. In addition, the fiscal department will analyze surplus/deficit projections, and share the information with the Lead Agency to assist in their determination of slot availability. The Lead Agency will request referrals directly from the ADRC. The Fiscal Department will be notified of the number of new cases being referred to the Lead Agency for activation.

2. Upon receipt of the request for referrals from the Lead Agency, the ADRC Intake Unit Supervisor will run the Prioritized Risk Report to identify the consumers on the APCL to be opened.
3. In response to the request for referrals, the ADRC Intake Unit Supervisor will refer wait listed clients to the Lead Agency for activation, in accordance with prioritization requirements. The Intake Unit will update the wait list enrollment using the appropriate code to terminate from the APCL. Upon receipt of referral, the Lead Agency will enter the APPL enrollment, and subsequent enrollments to reflect client status.
4. Upon receipt of list of clients released from the waiting list, the Lead Agency will enter the APPL enrollment, will contact clients to offer program enrollment, and will proceed with activation. The Lead Agency will enter subsequent enrollments into CIRTS to reflect client status.
5. The ADRC will oversee the enrollment process to ensure referrals have timely outcomes in CIRTS.

B. Statewide Medicaid Managed Care Long Term Care Program Clients

1. The Department of Elder Affairs will run the APCL (Assessed Priority Consumer List) report to review clients wait listed for the SMMCLTCP. DOEA will provide the ADRC with a list of individuals authorized for release from the APCL.
2. For clients active in CCE or HCE and authorized for release from the Medicaid Waiver waiting list, the ADRC will be responsible for the application process. For CCE active clients the ADRC will notify the Lead Agency in order to waive the co-pay.

C. APS Referrals

1. APS Low and Intermediate Risk referrals will be screened and prioritized by the ADRC for services as per the DOEA/APS Memorandum of Understanding. Low and Intermediate Risk referrals are also offered information and referral to additional community resources, including private pay as appropriate.
2. APS High Risk Referrals are not waitlisted. They are immediately referred for service from DCF in Monroe County to the Lead Agency. ARTT referrals will be forwarded directly the Lead Agency. **APS cases are to be served for a maximum of 31 calendar days.** If additional time is justified, the case management agency will staff the case with the Alliance to obtain the extension needed.
3. Upon receipt of the APS High Risk referral, the Lead Agency will coordinate services to begin within the 72 hour period mandated by statute. A comprehensive assessment will be done within 72 hours of the referral. Services required under the care plan will remain in place for a maximum of 31 days, unless an extension has been granted.
4. The Lead Agency will enter ACTV enrollment under their provider number in CIRTS. In addition, service codes will be entered by service date for all services provided. If a service(s) is not provided as required under the care plan, an NDP code will need to be entered in CIRTS and the case notes under the client file should document the reason for non-delivery of such service(s).

IV. Aging Out Consumers:

- A. All "Aging Out" consumers will be referred by DCF to the ADRC for enrollment into the corresponding aged program managed by the Alliance.
- B. Consumers active in the CCDA and HCDA programs that are turning 60 and are eligible for CCE and/or HCE will be opened in the corresponding aged program managed by the Alliance if funding is available. If funding is available, these consumers will be made active. If funding is not available, they will be waitlisted for these programs but will be given priority for activation once funding is available.

Note: These ADRC policies and procedures are subject to change. Any modifications will be done through a contract amendment.

Department's Computer Use Policy and its Social Media Policy, provided on CD.

**Alliance for Aging, Inc.
Business Associate Agreement**

This Business Associate Agreement is dated 9/15/2015, by the **Alliance for Aging, Inc.** (“**Covered Entity**”) and **MONROE COUNTY BOCC/SOCIAL SERVICES**, (“**Business Associate**”), a not-for-profit Florida corporation.

1.0 Background.

- 1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).
- 1.2 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County’s Policies and Procedures.
- 1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.
- 1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients’ PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.
- 1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 Definitions. For purposes of this agreement, the following definitions apply:

- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.

- 2.9 **Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.10 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.11 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.12 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.13 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.14 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.15 **Password.** Confidential authentication information composed of a string of characters.
- 2.16 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.17 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.18 **Protected Health Information. (PHI)** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.19 **Required By Law.** Has the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.20 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.21 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.23 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.24 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.25 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- 3.0. **Obligations and Activities of Business Associate.**
- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.
- 3.2 Business Associate agrees to:

- (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.7 If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.

- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.14 Business Associate agrees to comply with:
- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
 - (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
 - (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).
- 4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- 6.0 **Obligations of Covered Entity.**
- 6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment XI to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.
- 6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- 7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 8.0 **Effective Date and Termination.**
- 8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:
- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.
- 8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- 8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.
- 9.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.
- 10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- 11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.
- 12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.
- 13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).
- 14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: _____ MONROE COUNTY BOCC/SOCIAL SERVICES _____
_____ 1100 SIMONTON STREET, SUITE 2-257 _____
_____ KEY WEST, FLORIDA 33040 _____

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

- 15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.
- 16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.
- 18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity:

By: [Signature]
(signature)

Date: SEP 18 2015

Business Associate: MONROE COUNTY BOCC/SOCIAL SERVICES

By: [Signature]
(signature)

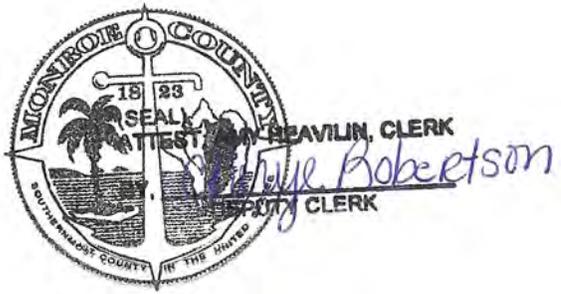
Date: 09/15/15

SIGNED BY: [Signature]

NAME: DANNY KOLHAGE

TITLE: MAYOR

DATE: 10/21/15



MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/2/15

Verification of Employment Status Certification

As a condition of contracting with the Alliance for Aging, Inc., MONROE COUNTY BOCC/SOCIAL SERVICES, hereby referred to as 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 Agreement and (b) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



BACKGROUND SCREENING Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

Signature of Representative Date _____

STATE OF FLORIDA, COUNTY OF _____

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

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

ATTACHMENT H

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

(1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract pursuant to which funding is provided by the Department of Elder Affairs (Department) for goods or services of \$1 million or more.

(2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

(3) The Contractor understands that the contract to which this form is an attachment may be terminated by the AAA if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

[Signature] _____ 09/15/15
Signature Date
(Same as contract signature)

ACTING COUNTY ADMINISTRATOR
Title

MONROE COUNTY BOCC/SOCIAL SERVICES
Company Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
FEDERAL REGISTER
ASSISTANT COUNTY ATTORNEY
Date 10/2/15

Alliance for Aging Fiscal Policy and Procedures
SURPLUS/DEFICIT ANALYSIS – COMMUNITY CARE FOR THE ELDERLY (CCE) AND HOME
CARE FOR THE ELDERLY (HCE)

POLICY: Available funds for CCE and HCE will be optimized by using the most recent available data to analyze contractor spending patterns and trends in order to serve the largest number of clients.

Purpose: To ensure contract compliance requiring that all available funding is spent expeditiously and completely to avoid any surpluses or deficits.

A. Procedures:

1. Spending patterns of each provider by program will be analyzed on a monthly basis. In accordance with contract requirements, Lead Agencies must justify projected surpluses or deficits.
2. All noted surpluses or deficits in spending and/or reporting patterns will be reviewed and documented in order for the Alliance to initiate appropriate steps to ensure that consumers continue receiving services in accordance with appropriate care plans.
3. Lead Agencies will submit invoices by the deadline date specified in their contracts. Invoices not submitted on time will not be reimbursed until the following monthly cycle. Invoices not submitted on time bias surplus/deficit reports. Providers assume the consequences of delayed invoicing on the accuracy of surplus/deficit projections.
4. Lead Agencies should request referrals for activation directly from the ARC on an ongoing basis, as often as needed, to ensure that an optimal caseload is maintained so that the Lead Agency will not realize a year-end surplus or deficit. An optimal caseload is considered the number of cases necessary for each Lead Agency to maintain throughout the fiscal year so as not to experience any projected surpluses or deficits. The actual number of cases constituting an optimal caseload should have concurrence of both a fiscal representative from the Lead Agency and the Alliance Fiscal Analyst.
5. Requesting referrals for activation directly from the ARC will expedite the referral process; however, it is incumbent upon Lead Agencies to maintain an optimal caseload so as not to create any surpluses for the current fiscal year nor any deficits, that when annualized, create deficits in the next fiscal year. For example, if a Lead Agency identifies "x" number of clients will leave or have left the program due to placement in another program, etc., the Lead Agency can request replacement of these clients with new referrals by contacting the ARC directly. The Lead Agency must ensure, however, that the number of referrals requested does not result in a number of cases that exceeds its optimal caseload. In determining the optimal caseload for purposes of requesting additional cases, factors such as historical attrition rates and anticipated vacancies due to client transfers to other programs can be considered. Under no circumstances can reductions in care plans occur for purposes of creating need for additional referrals.
6. APS referrals are not wait listed and are referred to Lead Agencies on a rotation basis. Funding for individuals designated as Imminent Risk and Aging Out will be authorized on an as-needed basis by the fiscal department upon review of funding availability.
7. Each Lead Agency will designate a person who is the point of contact and is authorized to request referrals from the ARC including the date(s) for referrals to be sent to the Lead Agency. In no situation, should the date(s) established for receiving the referrals be more than 30 days from the date of request.
8. At least monthly, the Fiscal Analyst for the Alliance will monitor the number of cases that are maintained by the Lead Agency to determine any projected surplus or deficit. If it is determined that a projected deficit exists, the Fiscal Analyst will advise the ARC and the Lead Agency that no additional referrals may be sent until there is concurrence between the Alliance and the Lead Agency about the budget projections. When there is concurrence about the budget projections, both the ARC and the Lead Agency will be notified by the Fiscal Analyst that referrals can be sent, if warranted.

9. By the 18th of each month, using the most current provider invoicing and enrollment data, the Alliance Fiscal Analyst will prepare a preliminary surplus/deficit projection, taking into account historical attrition rates, Adult Protective Services referrals, historical per member/per month (PMPM) spending rates, and the number of recently referred cases sent to the Lead Agency that may not have yet been entered in CIRTS or activated (APPL). In addition, surplus/deficit forecasts will formally incorporate identified late billing/non-billing patterns, changes to expenditures per consumer, lags in the enrollment processes and any other information that may improve the accuracy of the projections.
10. To monitor the provider's expenditures, the Alliance Fiscal Analyst will use the Alliance for Aging CCE Expense and Projection Report tool. This tool compares a monthly expenditure plan based on projected caseloads that assume historical attrition and enrollment factors, against actual invoicing. On a monthly basis, the Alliance will compare the cumulative expenditure to the month of the report against the cumulative planned expenditure. For example, if for the December report, the cumulative planned expenditure was projected to be 55 percent and if the actual reported cumulative expenditure for December is 48 percent, then the measured surplus for the month of December would be seven (7) percent.
11. The Alliance Fiscal Analyst will send to the Fiscal Officer of each Lead Agency monthly preliminary surplus/deficit reports and an analysis of the findings, together with any inquiries regarding the findings. This communication will be sent via electronic mail. In addition, surplus/deficit reports will be discussed in conference, on at least a monthly basis, with Lead Agencies to achieve consensus forecasts.
12. The Fiscal Officer of the Lead Agency will respond to the Alliance's Fiscal Analyst within two (2) working days via electronic mail with the requested information, noting any discrepancies between the Alliance's projections and that of the Lead Agency. For example, the Lead Agency may report atypical attrition or enrollment factors due to unusual circumstances such as higher than usual attrition or clients transferring to other funded programs. If a Lead Agency requested additional referrals in excess of what had been determined to be the optimal caseload in order to prevent a surplus or deficit, then a justification for requesting the additional referrals should be included as part of the response. The Fiscal Analyst will not continue to track and verify that the justification for the additional referrals has not resulted in a potential surplus or deficit nor had an adverse impact on any clients receiving services.
13. Based on the information received from the Lead Agency, the Alliance's Fiscal Analyst will either modify or affirm the preliminary surplus/deficit report. The fiscal Analyst will submit this report to the Vice President for Finance who will present it for discussion with the Executive Management Group (EMG). The EMG will decide on an appropriate course of action to address the surplus or deficit.
14. A monthly surplus/deficit meeting will be held during which the Fiscal Analyst will communicate with contract management staff about the status and projections of surplus/deficits for the programs.
15. The monthly surplus/deficit reports will be sent by the Alliance to DOEA, as required.

B. Remedial Actions for Surplus/Deficit:

1. For the surplus/deficit reports covering the months of July through September, the Alliance will initiate remedial action when two consecutive monthly reports indicate surpluses in excess of five (5) percent for each month.
 - a. Remedial action will consist of a de-obligation of surplus funds in an amount sufficient enough to bring the year-to-date cumulative surplus to less than five (5) percent of the cumulative year-to-date expected expenditures. For example, for the surplus/deficit report corresponding to the month of October, the expected cumulative expenditure is 33.3 percent of the contract amount. If the reported expenditure, by the November report deadline, for services provided through September 30th is 25 percent of the contract amount and, if there is also a cumulative surplus of five (5) percent or more in August, then the Alliance will de-obligate an amount that will bring the

cumulative year-to-date surplus to less than five (5) percent. In this example, the amount of de-obligated funds is 8.3 % (33.3% minus 25%) of the contract.

- b. De-obligated funds will be used by the ARC to make referrals on a client choice basis. The Fiscal Analyst will advise the ARC of the number of referrals to be made based on the amount of funds available. Once all persons to be referred are identified and their choice of case management agency made, the ARC will notify the Alliance fiscal office and the Lead Agencies in order for appropriate contract amendments to be prepared and executed.
2. For reports covering the October through December period, the Alliance will initiate remedial action when two consecutive monthly reports show cumulative surpluses in excess of two and a half (2.5) percent in each month. A cumulative surplus incurred in September, if larger than five (5) percent will be considered for the consecutive count. For example, if the report for the month of September shows a projected surplus in excess of five (5) percent and the report for October shows a surplus in excess of two and a half (2.5) percent, then a de-obligation of funds will be initiated that is equal to the amount needed to decrease the surplus to no more than two and a half (2.5) percent. In this example, there were two consecutive months in which there was a surplus for each month that exceeded the established threshold. Since the remedial action was initiated in the October through the December period, then the amount for the reduction of the surplus is two and a half (2.5) percent. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in sections B.1.a. and B.1.b.above, except the referenced surplus allowance is two and a half (2.5) percent.
3. For reports covering the January through March period, the Alliance will initiate remedial action when two consecutive monthly reports show cumulative surpluses in excess of one and a half (1.5) percent in each month. A cumulative surplus incurred in December, if larger than two and a half (2.5) percent will be considered for the consecutive count. For example, if the report for the month of December shows a projected surplus in excess of two and a half (2.5) percent and the report for January shows a surplus in excess of one and a half (1.5) percent, then a de-obligation of funds will be initiated that is equal to the amount needed to decrease the surplus to no more than one and a half (1.5) percent. In this example, there were two consecutive months in which there was a surplus for each month that exceeded the established threshold. Since the remedial action was initiated in the January through March period then the amount for the reduction of the surplus is one and a half (1.5) percent. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in section B.1.a. and B.1.b. above, except the referenced surplus allowance is one and a half (1.5) percent.
4. For reports covering the April and May period, the Alliance will initiate remedial action for each month in which the surplus exceeds one (1) percent. The amount exceeding the one (1) percent threshold will be de-obligated. These surpluses are measured using the DOEA surplus/deficit reporting tool with expenditures shown as reported by the Lead Agency.
 - a. The remedial action will be the same as stated in sections B. 1.a. and B.1.b.above, except the referenced surplus allowance is one (1) percent.
5. For the report covering the June period, if the surplus exceeds one (1) percent, it will be noted as a program compliance issue and incorporated as part of the monitoring of the Lead Agency by the Alliance. The agency may also be placed on corrective action.

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 1, 2016

Department: County Attorney's Office

Bulk Item: Yes No

Staff Contact /Phone #: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: Authorization for the County Attorney to seek an Attorney General's opinion regarding whether the statutory authority under F.S. 125.01(1)(q) allows for municipal service taxing or benefits units to be established for beautification, landscaping and canal maintenance and restoration.

ITEM BACKGROUND: F.S. 125.01(1)(q) provides that the governing body of a county shall have the power to "establish, and subsequently merge or abolish those created hereunder, municipal service taxing or benefits units for any part or all of the unincorporated area of the county, within which may be provided fire protection; law enforcement; beach erosion control; recreation service and facilities; waster; alternative water supplies, including but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems; streets; sidewalks; street lighting; garbage and trash collection and disposal; waste and sewage collection and disposal; drainage; transportation; indigent health care services; mental health care services from funds derived from service charges, special assessments, or taxes within which within such unit only."

The County Attorney's Office is looking for clarification on whether beautification, landscaping and canal maintenance and restoration is considered a "municipal service" as set forth in the statute before advising the Commission regarding establishing or expanding special districts for these purposes.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$0 **INDIRECT COST:** N/A **BUDGETED:** N/A Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: \$0 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Attorney _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included _____ Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

*** BOCC SPECIAL MEETING ***

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 3/1/16 – MAR

Division: County Attorney

Bulk Item: Yes No

Staff Contact Person: Bob Shillinger, 292-3470

AGENDA ITEM WORDING: Approval to schedule an Attorney-Client Closed Session in the matter of *Galleon Bay Corp. v. Monroe County & State of Florida*, Case No. 2002-CA-595-K at the regularly scheduled BOCC meeting on March 23, 2016 at 1:30 p.m. in Key Largo, FL.

ITEM BACKGROUND:

Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

Present at the meeting will be the Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Assistant County Attorneys Derek Howard, Steve Williams and Peter Morris and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Court Reporter costs **INDIRECT COST:** **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: Court Reporter costs **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2016
Bulk Item: Yes No

Department: Planning & Environmental Resources
Staff Contact Person/Phone #: Mayté Santamaria 289-2562
Emily Schemper 289-2506

AGENDA ITEM WORDING: FIRST OF TWO PUBLIC HEARINGS TO CONSIDER ADOPTING AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN TO BE CONSISTENT WITH THE RESULTS OF THE TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER AND ADOPTING THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, ATTACHED AS EXHIBIT 1; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (Legislative Proceeding)

ITEM BACKGROUND: County staff, working with Keith and Schnars, P.A., is finalizing Phase 3 (updated Comprehensive Plan) of the four-phased Comprehensive Plan update process. The Comprehensive Plan (Plan) update process started with the updating and revising of the Technical Document (the Data and Analysis to the Plan), which was completed in May 2011. The Monroe County 2010 Comprehensive Plan Evaluation and Appraisal Report (EAR) was completed and adopted by the BOCC on May 22, 2012. The EAR yielded 127 recommendations to update the Plan relating to issues such as county-wide visioning and planning, economic sustainability, redevelopment, water dependent/water related uses, natural resource protection, climate change, affordable housing, public involvement/information and intergovernmental coordination. Additionally, the EAR identified outdated or no longer applicable objectives and policies.

Draft amendments to the Comprehensive Plan have been prepared to implement the EAR strategies, to reflect the updated Technical Document and to comply with requirements established by state and federal law. Comprehensive Plan amendments also reflect the results of the “Analysis of Coastal Barrier Resources System Policies and Regulations in Monroe County, Florida,” data and analysis, prepared by Keith and Schnars, P.A., and the “Monroe County Marina Siting Plan,” data and analysis, prepared by the South Florida Regional Planning Council. All proposed amendments to the Monroe County Year 2010 Comprehensive Plan and associated data and analysis can be reviewed on the project website at www.keyscompplan.com.

On February 13, 2013, February 14, 2013, February 15, 2013, and March 26, 2013, the Monroe County Development Review Committee held four special public meetings to review and discuss the proposed amendments to the Comprehensive Plan based upon the results of the Technical Document Update, EAR and public comment.

On September 23, 2013, October 1, 2013, and October 10, 2013, the Planning Commission held three special public meetings to review and discuss the proposed amendments to the Comprehensive Plan based upon the results of the Technical Document Update, EAR and public comment.

On November 15, 2013, the Planning Commission held a special public hearing and by Resolution No. P28-13 recommended approval to the BOCC of proposed amendments to the Comprehensive Plan based upon the results of the Technical Document Update, EAR, staff and Consultant input and reports, and comments by the public.

The BOCC held special public meetings on March 21, 2014, April 23, 2014 and May 22, 2014, to review proposed amendments to the Comprehensive Plan. A special BOCC public hearing was held on July 23, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and the hearing was continued to October 7, 2014.

A special BOCC public hearing was held on October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and the hearing was continued to December 10, 2014, to discuss the following:

- Policies 101.5.31 and 101.5.32: BOCC directed staff to work on height policies for addressing the replacement of existing buildings which exceed the 35ft height limit, architectural features, flood protection purposes and affordable housing. Staff to present drafts during the regular December BOCC meeting.
- BOCC directed staff to work on an inventory/data of privately-owned offshore islands. Staff to present draft during the regular December BOCC meeting.

During the regular December 10, 2014 BOCC meeting, a public hearing was held to discuss proposed height and offshore island policies and to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO). The BOCC directed staff to maintain the existing adopted height and offshore island policies and to process separate amendments to address these topics. A transmittal hearing was scheduled for January 14, 2015.

On January 14, 2015, the BOCC held a special public hearing to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the Florida Department of Economic Opportunity (DEO) and the BOCC voted to transmit the proposed comprehensive plan amendments to the State Land Planning Agency.

The State Land Planning Agency issued its Objections, Recommendations and Comments (ORC) report on April 28, 2015. The State Land Planning Agency identified 7 objections and 4 comments in the ORC report. The County must address the 7 identified objections and determine whether to adopt the amendments, adopt the amendments with changes or not adopt the amendments. The County is not required to make modifications relative to the 4 comments. County staff working with Keith and Schnars, P.A., reviewed and developed a draft response to the State Land Planning Agency's ORC report, which was reviewed by the BOCC at a special public meeting on September 2, 2015. The BOCC directed staff to prepare the amendments for adoption with the changes discussed.

Upon receipt of the ORC report, the BOCC would normally have 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendments. The BOCC requested an extension from DEO of an additional 180 days to allow the County to address the ORC report and adopt the 2030 Comprehensive Plan and updated Land Development Code at the same time to ensure consistent effective dates (and avoid inconsistencies between a new comprehensive plan and the existing land development code). The extension request was granted, and the new deadline for adoption is April 22, 2016.

A second public hearing to consider adoption of the proposed EAR-related and EA-related comprehensive plan amendments is scheduled for April 13, 2016.

Two special BOCC public hearings to consider adoption of the proposed amendments to the Land Development Code are also scheduled for March 1, 2016 and April 13, 2016.

PREVIOUS RELEVANT BOCC ACTION:

On January 19, 2011, and on June 20, 2011, Keith and Schnars provided a presentation to the BOCC on the Technical Document Update (data and analysis) of the Monroe County 2010 Comprehensive Plan

On November 16, 2011, Keith and Schnars provided a presentation to the BOCC on the first portion of the draft Evaluation and Appraisal Report.

On March 19, 2012, Keith and Schnars provided a presentation to the BOCC on the second portion of the draft Evaluation and Appraisal Report.

On May 22, 2012, the BOCC adopted, by Resolution 150-2012, the 2012 EAR for the Monroe County Comprehensive Plan.

On March 21, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Introduction and Background; Mass Transit Element; Traffic Circulation Element; Capital Improvements Element; and the Conservation and Coastal Management Element.

On April 23, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Energy and Climate Element; Cultural Resources Element; and Future Land Use Element.

On May 22, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Sanitary Sewer Element; Drainage Element; Solid Waste Element; Potable Water Element; Intergovernmental Coordination Element; Ports, Aviation and Related Facilities Element; Housing Element; Recreation and Open Space Element; Natural Groundwater Aquifer Recharge Element; Public Participation section; Monitoring and Evaluation section and the Glossary.

On July 23, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On October 7, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to December 10, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On December 10, 2014, the BOCC held a public hearing (transmittal hearing) and reviewed, discussed and provided direction on proposed elements of the 2030 Comprehensive Plan related to height and offshore islands. The BOCC continued the transmittal hearing to January, 14, 2015, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On January 14, 2015, the BOCC held a public hearing (transmittal hearing) and reviewed, discussed and provided direction on proposed elements of the 2030 Comprehensive Plan and voted to transmit the proposed 2030 Comprehensive Plan to the State Land Planning Agency for review.

On September 2, 2015, at a special public meeting, the BOCC discussed and provided direction on the proposed, draft response to the State Land Planning Agency's Objections, Recommendations and Comments report on the transmitted Monroe County 2030 Comprehensive Plan.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: APPROVAL and ADOPTION at the April 13, 2016 Special BOCC Public Hearing.

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty Sty Stalk OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____



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MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2016

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AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN TO BE CONSISTENT WITH THE RESULTS OF THE TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER AND ADOPTING THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, ATTACHED AS EXHIBIT 1; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Monroe County Board of County Commissioners adopted the Monroe County Comprehensive Plan on April 15, 1993; as amended pursuant to DCA Rule 9J-14.022, Florida Administrative Code on January 4, 1996, and adopted by Florida Administrative Code Rule 28-20.100 Part I, January 2, 1996 and Part II, July 14, 1997; and

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WHEREAS, the Florida Legislature intends that local planning be a continuous process, and the Florida Statutes encourage local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions; and

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WHEREAS, the Monroe County Board of County Commissioners adopted an Evaluation and Appraisal Report (EAR), pursuant to Section 163.3191, Florida Statutes, for the Monroe County Year 2010 Comprehensive Plan on August 18, 2004, and subsequently adopted Comprehensive Plan amendments in accordance with the 2004 EAR; and

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WHEREAS, Monroe County commenced a new EAR process in 2010 with active public participation provided; and

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WHEREAS, the Monroe County Planning Commission, acting as the designated Local Planning Agency, reviewed the 2012 EAR, held advertised special public meetings on November

1 2, 2011, and February 6, 2012, and provided for participation by the public in the process, and
2 rendered its recommendations to the Board of County Commissioners; and;
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4 **WHEREAS**, the Board of County Commissioners reviewed the EAR, held an advertised
5 public meeting on November 16, 2011, and an advertised special public meeting on March 19,
6 2012, provided for comments and public participation in the process in accordance with the
7 requirements of state law and the procedures adopted for public participation in the planning
8 process; and
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10 **WHEREAS**, the Board of County Commissioners held a special public meeting on May
11 22, 2012, and adopted Resolution No. 150-2012 adopting the 2012 Evaluation and Appraisal
12 Report (EAR) for the Monroe County Year 2010 Comprehensive Plan; and
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14 **WHEREAS**, the Monroe County Planning Commission, acting as the Local Planning
15 Agency (LPA), held advertised special public meetings on September 23, 2013, October 1, 2013
16 and October 10, 2013 to review the proposed EAR-related comprehensive plan amendments, and
17 provided for comments and public participation in accordance with the requirements of state law
18 and the procedures adopted for public participation in the planning process; and
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20 **WHEREAS**, the Monroe County Planning Commission, acting as the Local Planning
21 Agency (LPA), held an advertised special public hearing on November 15, 2013, provided for
22 comments and public participation in accordance with the requirements of state law and the
23 procedures adopted for public participation in the planning process, and recommended proposed
24 EAR-related comprehensive plan amendments to the BOCC; and
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26 **WHEREAS**, the Board of County Commissioners held advertised special public
27 hearings on March 21, 2014, April 23, 2014, and May 22, 2014, to review proposed EAR-related
28 comprehensive plan amendments and provided for comments and public participation in
29 accordance with the requirements of state law and the procedures adopted for public
30 participation in the planning process; and
31

32 **WHEREAS**, in 2011, Section 163.3191(1), Florida Statutes, was amended; it directed
33 local governments to evaluate their comprehensive plans at least once every seven years to
34 determine if plan amendments are necessary to reflect changes in state requirements since the
35 last update of the comprehensive plan, and to submit an Evaluation and Appraisal (EA)
36 Notification Letter to the State Land Planning Agency; and
37

38 **WHEREAS**, the State Land Planning Agency revised the Monroe County EA deadline
39 to May 1, 2014, in Rule 73C-49, F.A.C.; and
40

41 **WHEREAS**, the Board of County Commissioners held a public hearing on April 23,
42 2014, and approved the EA Notification Letter to the State Land Planning Agency which
43 specified the necessary plan amendments required to reflect changes in requirements in State
44 Statutes; and
45

1 **WHEREAS**, the Board of County Commissioners held an advertised special public
2 hearing on July 23, 2014, provided for public comment and public participation in accordance
3 with the requirements of state law and the procedures adopted for public participation in the
4 planning process, to transmit EAR-related and EA-related comprehensive plan amendments to
5 the State Land Planning Agency and Reviewing Agencies as defined in Section 163.3184(1)(c),
6 Florida Statutes for review and comment; and
7

8 **WHEREAS**, the Board of County Commissioners continued the public hearing to
9 consider transmittal to October 7, 2014; and
10

11 **WHEREAS**, the Board of County Commissioners held an advertised special public
12 hearing on October 7, 2014, provided for public comment and public participation in accordance
13 with the requirements of state law and the procedures adopted for public participation in the
14 planning process, to transmit EAR-related and EA-related comprehensive plan amendments to
15 the State Land Planning Agency and Reviewing Agencies as defined in Section 163.3184(1)(c),
16 Florida Statutes for review and comment; and
17

18 **WHEREAS**, the Board of County Commissioners continued the public hearing to
19 consider transmittal to December 10, 2014, to further discuss height policies for addressing the
20 replacement of existing buildings which exceed the 35ft height limit, non-habitable architectural
21 decorative features, flood protection purposes and affordable housing as well as review of an
22 inventory of privately-owned offshore islands in unincorporated Monroe County; and
23

24 **WHEREAS**, the Board of County Commissioners held an advertised public hearing on
25 December 10, 2014, provided for public comment and public participation in accordance with
26 the requirements of state law and the procedures adopted for public participation in the planning
27 process, to transmit EAR-related and EA-related comprehensive plan amendments to the State
28 Land Planning Agency and Reviewing Agencies as defined in Section 163.3184(1)(c), Florida
29 Statutes for review and comment; and
30

31 **WHEREAS**, the Board of County Commissioners directed staff to maintain the existing
32 adopted height and offshore island policies and to process separate amendments to address these
33 topics; and
34

35 **WHEREAS**, the Board of County Commissioners continued the public hearing to
36 consider transmittal to January 14, 2015; and
37

38 **WHEREAS**, the Board of County Commissioners held an advertised special public
39 hearing on January 14, 2015, provided for public comment and public participation in
40 accordance with the requirements of state law and the procedures adopted for public
41 participation in the planning process, to transmit EAR-related and EA-related comprehensive
42 plan amendments to the State Land Planning Agency and Reviewing Agencies as defined in
43 Section 163.3184(1)(c), Florida Statutes for review and comment; and
44

1 **WHEREAS**, the Board of County Commissioners adopted a resolution transmitting the
2 proposed amendments to the the State Land Planning Agency and Reviewing Agencies as
3 defined in Section 163.3184(1)(c), Florida Statutes for review and comment; and
4

5 **WHEREAS**, on April 28, 2015, the State Land Planning Agency issued its Objections,
6 Recommendations, and Comments (ORC) report. The ORC report identified seven (7) objections
7 and four (4) comments on the proposed comprehensive plan amendments; and
8

9 **WHEREAS**, the County must address the seven (7) identified objections and determine
10 whether to adopt the amendments, adopt the amendments with changes or not adopt the
11 amendments; and
12

13 **WHEREAS**, the County is not required to make modifications relative to the four (4)
14 comments; and
15

16 **WHEREAS**, in response to the ORC Report, Monroe County has made changes to the
17 proposed amendments to address five (5) objections identified by the State Land Planning Agency
18 and provided additional detail and a response to the other ORC objections; and
19

20 **WHEREAS**, the Board of County Commissioners held two (2) advertised special public
21 hearings on March 1, 2016, and April 13, 2016, to consider adoption of the proposed EAR-
22 related and EA-related comprehensive plan amendments, and provided for comments and public
23 participation in accordance with the requirements of state law and the procedures adopted for
24 public participation in the planning process.
25

26 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
27 **COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT:**
28

29 **Section 1.** The Monroe County 2010 Comprehensive Plan is amended as shown in
30 Exhibit 1, attached hereto. (Deletions are ~~stricken through~~ and additions are underlined.)
31

32 **Section 2.** The Monroe County 2030 Comprehensive Plan is hereby created and adopted
33 with the amendments identified within Exhibit 1, which is attached hereto and incorporated
34 herein.
35

36 **Section 3. Severability.** If any section, subsection, sentence, clause, item, change, or
37 provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected
38 by such validity.
39

40 **Section 4. Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in
41 conflict with this ordinance are hereby repealed to the extent of said conflict.
42

43 **Section 5. Transmittal.** This ordinance shall be transmitted by the Planning Department
44 to the Florida State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.
45

46 **Section 6. Filing and Effective Date.** This ordinance shall be filed in the Office of the
47 Secretary of State of Florida, but shall not become effective until a notice is issued by the Florida

1 State Land Planning Agency or Administration Commission finding the amendment in
2 compliance, and if challenged until such challenge is resolved pursuant to Chapter 120, F.S.

3
4 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida,
5 at a regular meeting held on the _____ day of _____, 2016.

6
7 Mayor Heather Carruthers _____
8 Mayor *Pro Tem* George Neugent _____
9 Commissioner Danny Kolhage _____
10 Commissioner David Rice _____
11 Commissioner Sylvia Murphy _____

12
13 BOARD OF COUNTY COMMISSIONERS
14 OF MONROE COUNTY, FLORIDA

15
16 BY _____
17 Mayor Heather Carruthers

18
19 (SEAL)

20
21 ATTEST: AMY HEAVILIN, CLERK

22
23 _____
24 DEPUTY CLERK
25

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Steven T. Williams
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 2/18/16

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2016
Bulk Item: Yes No

Department: Planning & Environmental Resources
Staff Contact Person/Phone #: Mayté Santamaria 289-2562
Emily Schemper 289-2506

AGENDA ITEM WORDING: THE FIRST OF TWO PUBLIC HEARINGS TO CONSIDER ADOPTION OF AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND DEVELOPMENT CODE (LDC) TO BE CONSISTENT WITH THE PROPOSED MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, THE RESULTS OF THE COMPREHENSIVE PLAN TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER, LDC ATTACHED AS EXHIBIT 1; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE; PROVIDING FOR AN EFFECTIVE DATE. (Legislative Proceeding)

ITEM BACKGROUND: Sections 163.3194, 163.3201, 163.3202, Florida Statutes, require a local government to adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan.

County staff, working with Keith and Schnars, P.A., is finalizing Phase 4 (updated Land Development Code) of the four-phased Comprehensive Plan update process. The Comprehensive Plan (Plan) update process started with the updating and revising of the Technical Document (the Data and Analysis to the Plan), which was completed in May 2011. The Monroe County 2010 Comprehensive Plan Evaluation and Appraisal Report (EAR) was completed and adopted by the BOCC on May 22, 2012. The proposed Monroe County 2030 Comprehensive Plan was transmitted to the State Land Planning Agency, as approved by the BOCC on January 14, 2015.

The State Land Planning Agency issued its Objections, Recommendations and Comments (ORC) report on April 28, 2015. County staff working with Keith and Schnars, P.A., reviewed and developed a draft response to the State Land Planning Agency's ORC report, which was reviewed by the BOCC at a special public meeting on September 2, 2015. The BOCC directed staff to prepare the amendments for adoption with the changes discussed related to the ORC report.

The proposed Monroe County 2030 Comprehensive Plan is also scheduled to be considered for adoption at two public hearings on March 1, 2016 and April 13, 2016.

All proposed amendments to the Monroe County Land Development Code, proposed Monroe County 2030 Comprehensive Plan and associated data and analysis can be reviewed on the project website at www.keyscompplan.com.

On October 16, 2014, October 21, 2014, and October 27, 2014, the Monroe County Development Review Committee held special public meetings to review proposed amendments to the Land Development Code to be consistent with the transmitted Monroe County Year 2030 Comprehensive Plan, the results of the Technical Document Update, EAR, and public comment.

On March 19, 2015, April 9, 2015, and April 23, 2015, the Planning Commission (PC) held special public meetings to review proposed amendments to the Land Development Code to be consistent with

the transmitted Monroe County Year 2030 Comprehensive Plan, the results of the Technical Document Update, EAR, and public comment.

On June 17, 2015, the PC (Local Planning Agency) held a special public hearing and recommended approval to the BOCC the proposed amendments to the Land Development Code to be consistent with the transmitted Monroe County Year 2030 Comprehensive Plan, the results of the Technical Document Update, EAR, and public comment.

On September 2, 2015 and October 1, 2015, the BOCC held two special public hearings to review the proposed amendments to the Monroe County Land Development Code. The amendments currently proposed for adoption reflect BOCC direction given at those hearings.

A second public hearing to consider adoption of the proposed EAR-related and EA-related land development code amendments is scheduled for April 13, 2016.

PREVIOUS RELEVANT BOCC ACTION:

On January 19, 2011, and on June 20, 2011, Keith and Schnars provided a presentation to the BOCC on the Technical Document Update (data and analysis) of the Monroe County 2010 Comprehensive Plan

On November 16, 2011, Keith and Schnars provided a presentation to the BOCC on the first portion of the draft Evaluation and Appraisal Report.

On March 19, 2012, Keith and Schnars provided a presentation to the BOCC on the second portion of the draft Evaluation and Appraisal Report.

On May 22, 2012, the BOCC adopted, by Resolution 150-2012, the 2012 EAR for the Monroe County Comprehensive Plan.

On March 21, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Introduction and Background; Mass Transit Element; Traffic Circulation Element; Capital Improvements Element; and the Conservation and Coastal Management Element.

On April 23, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Energy and Climate Element; Cultural Resources Element; and Future Land Use Element.

On May 22, 2014, the BOCC held a special public meeting and reviewed, discussed and provided direction on the Sanitary Sewer Element; Drainage Element; Solid Waste Element; Potable Water Element; Intergovernmental Coordination Element; Ports, Aviation and Related Facilities Element; Housing Element; Recreation and Open Space Element; Natural Groundwater Aquifer Recharge Element; Public Participation section; Monitoring and Evaluation section and the Glossary.

On July 23, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to October 7, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On October 7, 2014, the BOCC held a special public hearing (transmittal hearing) and reviewed, discussed and provided direction on all the proposed elements of the 2030 Comprehensive Plan. The BOCC continued to hearing to December 10, 2014, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On December 10, 2014, the BOCC held a public hearing (transmittal hearing) and reviewed, discussed and provided direction on proposed elements of the 2030 Comprehensive Plan related to height and offshore islands. The BOCC continued the transmittal hearing to January, 14, 2015, to consider the transmittal of the proposed amendments (the Monroe County 2030 Comprehensive Plan) to the State Land Planning Agency.

On January 14, 2015, the BOCC held a public hearing (transmittal hearing) and reviewed, discussed and provided direction on proposed elements of the 2030 Comprehensive Plan and voted to transmit the proposed 2030 Comprehensive Plan to the State Land Planning Agency for review.

On September 2, 2015 and October 1, 2015, the BOCC held public hearings to review and discuss proposed amendments to the Land Development Code to be consistent with the transmitted Monroe County Year 2030 Comprehensive Plan, the results of the Comprehensive Plan Technical Document update, the adopted 2012 Evaluation and Appraisal Report and the 2014 Evaluation and Appraisal Notification Letter. Chapters reviewed at the September hearing included: 101 Definitions; 102 Administration; 103 Temporary Housing; 106 Areas of Critical County Concern; 110 Development Review; 114 Development Standards; and 118 Environmental Protection. Chapters reviewed at the October hearing included: 122 Floodplain Management; 126 Impact Fees; 130 Land Use Districts; 131 Bulk Regulations; 134 Miscellaneous Restrictions; 135 Historic and Cultural Resources; 138 Rate of Growth Restrictions; 139 Affordable and Employee Housing; 142 Signs; and 146 Wireless Communication Facilities.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: APPROVAL and ADOPTION at the April 13, 2016 Special BOCC Public Hearing.

TOTAL COST: _____ **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty ^{STW} 2/18/16 OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____



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MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. __ - 2016

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AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND DEVELOPMENT CODE (LDC) TO BE CONSISTENT WITH THE PROPOSED MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, THE RESULTS OF THE COMPREHENSIVE PLAN TECHNICAL DOCUMENT UPDATE (DATA AND ANALYSIS), THE ADOPTED 2012 EVALUATION AND APPRAISAL REPORT AND THE 2014 EVALUATION AND APPRAISAL NOTIFICATION LETTER, LDC ATTACHED AS EXHIBIT 1; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, at a special meeting held on April 13, 2016, the Monroe County Board of County Commissioners adopted Ordinance No. ____-2016, amending the Monroe County Year 2010 Comprehensive Plan to be consistent with the results of the Technical Document Update (data and analysis), the adopted 2012 Evaluation and Appraisal Report and the 2014 Evaluation and Appraisal Notification Letter and adopting the Monroe County Year 2030 Comprehensive Plan; and

36
37
38

WHEREAS, in order to be consistent with the adopted Monroe County Year 2030 Comprehensive Plan, amendments to the Land Development Code are necessary; and

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WHEREAS, the proposed Land Development Code amendments implement the Comprehensive Plan Goals, Objectives and Policies; address internal inconsistencies; and provide greater clarity for staff and public utilization; and

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44
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47

WHEREAS, the Monroe County Planning Commission, acting as the Local Planning Agency, held advertised special public meetings on March 19, 2015, April 9, 2015, and April 23, 2015 to review the proposed Land Development Code amendments, and provided for comments and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

1 **WHEREAS**, the Monroe County Planning Commission, acting as the Local Planning
2 Agency, held an advertised special public hearing on June 17, 2015, provided for comments and
3 public participation in accordance with the requirements of state law and the procedures adopted
4 for public participation in the planning process, and adopted Resolution No. P14-15,
5 recommending approval of the proposed Land Development Code amendments to the Board of
6 County Commissioners; and
7

8 **WHEREAS**, the Board of County Commissioners held advertised special public
9 meetings on September 2, 2015, and October 1, 2015, to review proposed Land Development
10 Code amendments and provided for comments and public participation in accordance with the
11 requirements of state law and the procedures adopted for public participation in the planning
12 process; and
13

14 **WHEREAS**, the Board of County Commissioners held advertised special public
15 hearings on March 1, 2016 at 10:00 am, and April 13, 2016, at 10:00 am to consider adoption of
16 proposed Land Development Code amendments, provided for public comment and public
17 participation in accordance with the requirements of state law and the procedures adopted for
18 public participation in the planning process.
19

20 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
21 **COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT:**
22

23 **Section 1.** The Monroe County Land Development Code is amended as shown in Exhibit 1,
24 which is attached hereto and incorporated herein. (Deletions are ~~stricken through~~ and additions
25 are underlined.)
26

27 **Section 2. Severability.** If any section, paragraph, subdivision, clause, sentence or provision of
28 this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such
29 judgment shall not affect, impair, invalidate, or nullify the remainder of this ordinance, but the
30 effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or
31 provision immediately involved in the controversy in which such judgment or decree shall be
32 rendered.
33

34 **Section 3. Conflicting Provisions.** In the case of direct conflict between any provision of this
35 ordinance and a portion or provision of any appropriate federal, state, or County law, rule code
36 or regulation, the more restrictive shall apply.
37

38 **Section 4. Transmittal.** This ordinance shall be transmitted to the Florida State Land Planning
39 Agency as required by F.S. 380.05(11) and F.S. 380.0552(9).
40

41 **Section 5. Filing.** This ordinance shall be filed in the Office of the Secretary of the State of
42 Florida but shall not become effective until a notice of Final Order is issued by the Florida State
43 Land Planning Agency or Administration Commission approving the ordinance and any
44 challenge to the order is resolved.
45

1 **Section 6. Inclusion in the Monroe County Code.** The provisions of this Ordinance shall be
2 included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an
3 addition to amendment thereto, and shall be appropriately renumbered to conform to the uniform
4 marking system of the Code.

5
6 **Section 7. Effective Date.** This ordinance shall become effective as provided by law and stated
7 above. This ordinance applies to any permit, and or other development approval application
8 submitted after the effective date.

9
10 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida,
11 at a special meeting held on the _____ day of _____, 2016.

12
13 Mayor Heather Carruthers _____
14 Mayor *Pro Tem* George Neugent _____
15 Commissioner Danny Kolhage _____
16 Commissioner David Rice _____
17 Commissioner Sylvia Murphy _____

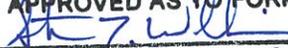
18
19 BOARD OF COUNTY COMMISSIONERS
20 OF MONROE COUNTY, FLORIDA

21
22 BY _____
23 Mayor Heather Carruthers

24
25 (SEAL)

26
27 ATTEST: AMY HEAVILIN, CLERK
28
29

30 _____
31 DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 2/18/16